

Getting your crew contracts in place

A guide for UK productions

Published October 2022



In this guide

Introduction	3	Contracting stage	17
Key contracting terms	5	What to include in crew contracts	18
The contracting timeline	6	Policies	26
		Other documents	29
Pre-contract stage	7		
Pre-contractual documents	8	Post-contract stage	30
Pre-work checks	10	Record keeping	31
Choosing the right contract	14		
		The challenges for production	32
		How the Production Portal can help	34

Introduction

A man in a lab coat is shown in profile, looking at a computer screen. A bright green, glowing rectangular frame is superimposed over the screen, containing a series of small, glowing green circles. The background is a blurred laboratory setting with various equipment and shelves.

Productions are impressive machines

It's an extraordinary feat to set up a company in less than three months, run it for six months and then shut it all down once it has served its purpose.

In a traditional company, trained HR staff carry out an onboarding process for every new hire. In production, the hiring process usually happens under intense pressure when you're also coordinating suppliers, arranging travel and sorting the logistics of getting everything up and running.

In just a few weeks, you're tasked with contracting hundreds of people quickly - and compliantly. And it doesn't end there. You might have crew who change roles during production, crew who come and go for different blocks or crew who are only needed on a daily basis, all of which require new contracts to be put in place. And when crew finish, you also need to take care of all the necessary paperwork before they leave. There's a lot to think about, and you won't be alone if it keeps you up at night.

But contracting crew doesn't have to be a scramble. This guide will help you to navigate the UK legal landscape and understand the steps you should take to get robust crew contracts in place.



We'll also show you why the Production Portal is the leading solution for contracting crew on UK HETV and feature films.

Key contracting terms

Check Employment Status for Tax

Or CEST, is an HMRC digital tool to help companies decide whether a contractor should be classed as employed or self-employed for tax purposes. This tool is not specific to any particular industry; it's meant as a broad tool for all kinds of companies to use.

Contractor/freelancer

A self-employed independent person who provides ad hoc services and isn't engaged by a fixed company. They're responsible for their own tax and don't gain employment or worker rights. Can be a person or a company.

Direct hire

Hiring someone personally and directly (ie, their name is on the contract) to provide services, as opposed to via a personal service company. They may be engaged as a worker or self-employed contractor.

Employee/employed

Someone who's employed by another party and benefits from full employment rights and protections (eg, national insurance (NI), tax, holiday and redundancy).

HoD

An abbreviation for a head of department.

Inducement letter

An agreement by an individual behind a personal service company in which they acknowledge their responsibilities and provide a confirmatory assignment of rights.

Intellectual property (IP) rights

A collective phrase referring to various forms of IP rights, including copyright, database and neighbouring rights, trade marks, passing off, patents, designs and sometimes confidential information. "IP" is not a legally recognised term; if used in a contract, it must be properly defined.

Likeness

Not a legally recognised term but commonly understood to mean any depiction which "looks like" a person. It's wider than photos as it includes drawings of a person.

Loan-out

An industry term for personal service companies of contractors (see also "Personal service company").

Moral rights

Non-economic rights in a copyright work. They give the author the right to be identified as the author and to object to derogatory treatment of the work. In the film and TV industry, moral rights are almost always waived as they may otherwise prevent the exploitation of the production.

Pay As You Earn

Or PAYE, is an HMRC system where income tax and NI are deducted from the employee's salary by the end client.

Personal service company

Or PSC, is a limited company set up by a contractor to provide their services to clients and which meets the statutory criteria for such (ie, a limited company in which the contractor holds a material interest, such as a 5% stake or more in its share capital). Often called an "intermediary" in relation to IR35 or a "loan-out."

Schedule D

An older term still used in production for someone who is self-employed.

Schedule E

An older term sometimes still used to refer to employees. This term has largely been replaced by "PAYE."

Self-employed

Self-employed contractors (formerly known as "Schedule D") who are responsible for their own tax liabilities (see also "Contractor/freelancer").

Worker

Someone who doesn't have full employee status but who nonetheless has more rights and protections than a contractor.

The contracting timeline

Pre-contract stage

- 1 Send a start form to the crew member to capture the information needed to prepare the contract.
- 2 Confirm whether you're contracting the crew member as an employee under PAYE (in which case you'll need a copy of their P45), via a loan-out (in which case you'll need to consider and make an IR35 determination and retain a record) or as a direct hire.
- 3 Consider whether right to work and any other pre-employment checks are relevant.
- 4 Send a deal memo (or equivalent document) to the crew member, setting out the summary deal terms ("subject to contract") and complete negotiations.
- 5 Complete all production health and safety risk assessments.

Contracting stage

- 6 Create the contract. Check that the details are correct and that all standard language required in crew contracts is included.
- 7 Specify any conditions precedent to the engagement.
- 8 Ensure that all Covid-19 requirements are met and that all declarations, forms and addenda are signed.
- 9 Send all production policies to the crew member along with their contract (and keep evidence of their receipt).
- 10 Enrol the crew member in a pension scheme (if necessary).
- 11 Ensure you have received a fully signed copy of the crew agreement.

Post-contract stage

- 12 Store all data securely and only for as long as necessary, restricting access to those who need it.

A man with a beard and curly hair is looking through a professional video camera. The camera is mounted on a tripod and has a large lens. A person in a dark shirt with "oral JEANS" written on it is operating the camera. The background is a film set with various equipment and a large screen displaying the letters "T" and "S".

Pre-contract stage

Pre-contractual documents

Before drafting a contract, it's worth creating and sending the following documents to the crew member in order to streamline the process as much as possible.

Start form

Start forms are a useful way of collecting the basic information needed to onboard somebody, including contact (and emergency contact) details, bank account details and any other information needed to prepare the contract.

Deal memo

Deal memos (or equivalent documents, such as engagement letters, letters of intent and statements of particulars) are a helpful way of setting out each party's intentions. They help you to consider everything necessary for a deal and also typically help with compliance (whether legal, regulatory, union or guild) by containing terms and guide notes that align with the relevant rules, such as the Pact/Bectu Major Motion Picture Agreement or the Pact/Bectu TV Drama Agreement. Examples might include specifying the overtime rate or the length of the shooting day (under the PACT/Bectu agreements, there are specific rules around how these values are calculated).



The Production Portal is a smart, integrated platform which reduces the need to manually rekey data. Create a deal ("subject to contract") and send a start form in just a few clicks, then watch the data flow through into the crew member's contract and timesheets – a huge time saver!

Enforceability

It's important to remember that basic contract law still applies to these documents and their enforceability (a contract doesn't have to be referred to as a "contract" or "agreement" for it to have that effect). If using deal memos (and equivalent documents), consider whether they're intended to be legally binding. If so, they should contain all terms relevant to the engagement. If not, they should be clearly labelled as "subject to contract" and shouldn't be actioned until the contract has been executed.

Benefits of standard deal memos

Standardising deal memos across your production (where possible) has a number of key benefits:

- > Keeping all contracts in the same form assists with document review and organisation, which reduces the risks associated with non-compliance.
- > Using the same template reduces the scope for multiple crew members to be on multiple sets of negotiated terms, making it easier for you to abide by agreed terms.
- > Using the same template also reduces the risk of any discrimination claims.



As part of the onboarding process, we'll work with you to create a standard contract pack which you can reuse on all future productions. This means that you can pop up production again with any team quickly – and successfully!

Pre-work checks

Right to work

Under the Home Office requirements, each crew member must provide acceptable proof of their right to work in the UK using one of the **prescribed documents**.

Following Brexit, European Economic Area (EEA) nationals can no longer rely on their EEA passports or ID cards for right to work purposes. Instead, they must complete an online right to work check confirming that they hold either:

- > A valid visa that permits employment; or
- > Pre-settled or settled status.

Carrying out right to work checks

By completing a compliant right to work check, you'll establish a statutory defence against illegal working.

As of 30 September 2022, right to work checks can be conducted in one of three ways:

- > In person as per the “traditional” right to work process (for British and Irish nationals only).
- > Using an online **Identification Document Validation Technology (IDVT)** service provider (for British and Irish nationals with a valid passport only).
- > Online via the **right to work checking service**.

In-person checks (for British and Irish nationals only)

If completing a right to work check in person, you must:

- > Take a copy of each crew member's right to work document; and
- > On that copy, expressly record that the crew member's right to work documents have been checked, the name of the person completing the check and the date the check was carried out (eg, "I confirm that I have reviewed the uploaded documentation and that it is sufficient proof that this person has the right to work. Confirmed [date/time] by [name]").

This document must be kept for the duration of the engagement plus an additional two years.

Other checks

- > If using an IDVT provider or the Home Office's online checking service, you must check that the photo on the IDVT ID or online right to work check document is of the individual presenting themselves for work (ie, the information provided by the check relates to the individual and they are not an imposter).
- > Although it is considered good practice to also record the date of the follow-up check for record-keeping purposes, this is not mandatory and a right to work check will be considered compliant as long as the follow-up check has taken place.



The Production Portal helps you to track whose right to work has been confirmed and get everything in order before anyone steps on set. Send reminders to those who need to upload their documents and set up alerts to complete your checks as soon as they do.

Biometric card holders

Holders of biometric residence cards (BRCs), biometric residence permits (BRPs) and frontier worker permits (FWPs) must use the Home Office online service to evidence their right to work. On 6 April 2022, BRCs, BRPs and FWPs were removed from the list of documents which could be used to conduct a manual right to work check. As such, employers can no longer accept the physical cards as right to work evidence.

- > BRCs are provided to non-EEA family members of an EEA citizen.
- > BRPs are provided to individuals who hold valid UK visas for longer than six months and to permanent residents with indefinite leave to remain status.
- > FWPs are provided to EEA nationals who are resident outside the UK but have been economically active in the UK since 31 December 2020 or earlier to evidence their right to work to an employer.

Who can do a right to work check?

Right to work checks must be carried out by a person at the hiring company on or before the crew member's first day of engagement in the UK (so temporary or agency staff, external agencies and legal representatives can't complete them on your behalf).



To help with right to work compliance, the Production Portal captures the name of the reviewer and the date and time of the review. And because crew upload their right to work documents directly to the platform, you maintain a secure audit trail even after you wrap.

Other pre-work checks

Any other pre-work checks should be undertaken and completed to your satisfaction before a crew member starts work. For example, you may need to undertake a DBS check for crew who will work with children or vulnerable people or you may wish to see driving licence information for anyone who will receive a car hire allowance or be driving as part of their role. If any concerns are flagged, you should allow time to make any further enquiries or to discuss your concerns with the crew member (as appropriate).

It's important to ensure that all checks are relevant to the specific role and that you're not conducting blanket checks for all crew, as overchecking comes with its own risks in terms of discrimination and data protection laws.

Choosing the right contract

Status

From the outset, it's important to consider the three types of engagement:

- > **Employed** – where the crew member has an employment contract and works for a salary under the employer's control and supervision. This would mean a direct employment contract between a company and an individual.
- > **Self-employed** – where the crew member is a contractor who is in business on their own account and provides their services independently (eg, a person who works with other clients and incurs their own business expenses for things like marketing, training, professional services and insurance). This status tends to apply to more established individuals.
- > **Worker** – a hybrid status between employed and self-employed, where the crew member works under a contract to perform work or services personally for another party and the other party isn't a client or customer of any profession or business carried on by the crew member. Workers typically work on their own, often for one organisation at a time, and go from job to job. They don't have the infrastructure around them that a self-employed individual would have in place.

Self-employed individuals and workers might be engaged directly as individuals or as individuals operating via PSCs or loan-outs. With status, sadly, there is no one size fits all – the determination must be made on a case-by-case basis.

The law doesn't recognise "freelancer" as a separate category and this label can apply to both workers and self-employed individuals, so take care to avoid confusion.

Loan-outs

For those operating via a loan-out or PSC, there's an obligation to consider whether IR35 (the “off-payroll working rules”) applies.

IR35

Unless the small company exemption applies, when contracting with a PSC, you must undertake an SDS to consider whether the engagement falls within or outside IR35.

- > Some roles can be treated as self-employed for tax purposes if they're listed on the so-called “**Appendix 1**” list.
- > Both the individual and the hirer can run the circumstances via the **HMRC checking tool** (CEST).

For more information on how the Production Portal helps with IR35, see our [guide to IR35 for production](#).



The Production Portal helps to simplify IR35 compliance and creates a secure, audit-ready trail. Smart automatic flags alert your teams to potential IR35 risk during the deal creation process, while the digitised status determination statement (SDS) allows you to create, send, store and track your entire SDS process in one place. And for peace of mind, your tax compliance report provides an instant view of what's happening across your productions, so you can see how much risk they're carrying and intervene if needed.

Tax

You should make sure that the contract and the tax treatment of the engagement are consistent with the chosen status. And remember that a crew member's tax and employment status can differ. For example, they could be a worker for the purposes of employment law but self-employed for the purposes of tax law.

Review

You should review arrangements periodically, particularly if there's a change in the nature of the role (eg, to ensure a further determination is made, as and when it's needed).

Contracting stage



What to include in crew contracts: key terms

Description of services

One of the key provisions to include in your crew contracts is a full description of the services to be performed. This is vital to both parties. You need certainty over the scope of work that can be required of the crew member and the crew member needs to know the limits of their obligations. By setting out what's expected of the crew member, you're also setting a standard by which to measure performance.

Exclusivity

The importance of establishing the exclusivity of the crew member's services will vary depending on their role and seniority and the level of time commitment.

Exclusive	Non-exclusive	Non-exclusive but first priority/first call
Where a crew member is providing exclusive services, this means to the exclusion of all others. Therefore, the crew member can't accept other third-party engagements for any period during which they are on an exclusive contract.	Crew members will usually be engaged non-exclusively when they're required to deliver their services but don't need to be on set during a certain period. In those cases, provided they deliver their services, the production company isn't concerned with their availability.	A crew member engaged on a non-exclusive but first priority or first call basis can usually accept other third-party engagements as long as their current engagement always takes priority. Given that "first priority" and "first call" aren't legally recognised terms as such, parties may wish to expand on this further to explain the significance (eg, by stating that during any "first priority" period, the crew member may accept other engagements as long as they don't interfere with the current engagement).

Working day and week

It's important for both parties to set out what's expected of the crew member in terms of engagement - for example:

- > The length of the working day and week.
- > What provisions there are for lunch and whether it's included or excluded from the working day.
- > Whether the working day or week can be extended (subject to any union or guild rules that may apply to the engagement).

Rates, fees and expenses

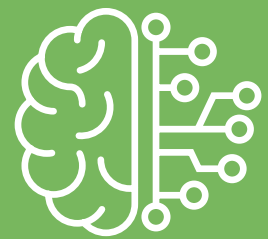
Payments are treated as fundamental terms of a contract. The contract should therefore address:

- > Whether the crew member will be paid a daily, weekly or monthly rate or a fixed fee over the course of the engagement.
- > The payment terms for such engagement and whether there are any conditions to payment (eg, receipt of a valid invoice, P45 or similar documents, as applicable).
- > Payment terms if the crew member can be required to work additional hours or days beyond a set period.
- > Whether the crew member is entitled to claim expenses and, if so, on what terms and subject to what limits and approvals.

Holiday pay

The Working Time Regulations 1998 set out a number of rights which apply to both employees and workers, including the right to paid time off (at the rate of 5.6 weeks a year, for full-time workers). When contracting crew, you should ensure that your contracts set out the expectations for holiday clearly, such as the rate at which it will accrue, how it can be taken and whether you have the right to dictate when it must be taken.

Remember, it's key that holiday is paid when it's not taken or at the end of the engagement (for any accrued but untaken holiday).



The Production Portal saves time and reduces the risk of human error by doing the heavy lifting for you. Simply add in each crew member's weekly rate and allowances (as well as dates and hiatuses) and let the platform calculate their daily rate, overtime and holiday pay. Need to make a change? No problem. Just update the necessary fields and watch the platform pull through the changes at each stage of the contracting process in real time.

(Off-)payroll status

As outlined above, you must know whether you need to add a crew member to your employee payroll or whether the crew member is being engaged as an independent contractor (both approaches have tax and legal implications). Further, if you're engaging a crew member via a PSC, additional attention needs to be given to the worker's off-payroll status under IR35. Remember, you must undertake an SDS, the starting point for which is to consider whether the crew member is on the HMRC [Appendix 1](#) list and run the circumstances through the [CEST](#) tool.

The contract should include a brief acknowledgment of the status of the worker under the contract. If hiring via a PSC, a statement should be made acknowledging that a status determination has been made and the result thereof.

Pension (auto-enrolment)

You must abide by your duties under the Pensions Act 2008 regarding automatic enrolment of eligible jobholders (which includes both workers and employees):

- > Eligible jobholders are those over the age of 22 who work in the UK and earn more than £10,000.
- > The correct contributions must be made, at the right time and into an approved scheme.
- > Enrolment can be postponed for three months and workers can opt out of a pension scheme (but shouldn't be encouraged to do so).

The contract can include a simple statement saying that the company will abide by its obligations under the Pensions Act. There may be supporting documentation that is provided from the pension provider.

Conditions precedent

Conditions precedent are requirements that must be satisfied before a contract can become binding on the hirer. They're common in film and TV personnel contracts as these engagements are typically conditional on several items being completed. Examples may include a requirement that a crew member supplies all relevant work permits or other immigration paperwork or (if engaged under PAYE) a copy of their P45.

Right to work

You should ensure that the continuity of the engagement is contingent on the individual continuing to hold the right to work in the UK. The contract should state that if that right is lost, the contract will end automatically.

IP assignment

In the course of providing their services, crew members may provide creative input into a production and, in the absence of any other contract, own the copyright (or a portion of the copyright) in their contribution. This will affect your ability to produce and distribute your production. The extent to which this is likely will vary greatly depending on the crew member's role. However, as a safeguard, all contracts should contain an assignment of all rights in the crew members' results and proceeds such that you will own all rights in and to all of the contributions made by crew members.

Your contracts should also include a waiver of any statutory moral rights that a crew member may have separate to the economic copyright above.

Consent to use name, likeness and biography in publicity materials

Producers generally only seek to use the names, likenesses, biographies and similar information of high-profile cast and crew (eg, directors, producers and principal cast) in their press and publicity. For these individuals, it's essential that their contract sets out your right to use this information (although high-profile cast will often secure the right to approve any such materials).

For broader crew, it's still recommended to include a contractual consent for the producer to use the crew member's name, likeness and biography to give you the greatest freedom possible to exploit all publicity and press in connection with the production.

Credit

Although more common for cast members, more prominent crew members and HoDs will usually be entitled to a contractual right to a credit. For higher level crew and HoDs, the contract should specify whether it's a main or end title credit, whether a single or shared card (and, if shared, with whom) and any agreed positioning. For below-the-line crew, credits are typically in the end titles and subject to producer (and distributor or broadcaster) discretion. The credit provision should also state that the inadvertent failure to accord such a credit will not amount to a breach of contract.

Confidentiality

A confidentiality clause is important to prevent the crew member from spreading information about your production before its release. It should cover all of the materials supplied to the crew member or to which the crew member may become privy by virtue of the engagement.



The Production Portal includes built-in functionality which helps you to protect your IP. Access permissions let you control who can see your data, while personalised watermarking helps to deter the misuse of sensitive documents, such as scripts. You can also send secure messages directly via the platform, applying security measures which aren't possible with traditional email.

For more information on how the Production Portal can help you to protect your data, see our [guide to information security](#).

Suspension and termination

Producers must have the option to suspend or terminate a crew member's contract in certain circumstances, including in the event of a breach, incapacity or force majeure and without cause on notice. This has become even more important in light of the Covid-19 pandemic (for more details see [Contracting in a Covid-19 world](#)).

Suspension and termination provisions should set out how they'll work (eg, notice to be given) and the effect of the suspension (eg, the crew member must still comply with the terms, the maximum length of suspension and the circumstances in which they will be entitled to payment (if at all)) or termination (eg, rights are retained by the producer and payments are due only up to the point of termination or suspension).

Data consent

Following the passing of the UK GDPR, it's more important than ever to include robust data processing consents when contracting crew and to ensure that each crew member is aware of how personal data will be processed and stored.



With the Production Portal, you can keep your crew's personal data in one secure place and restrict access to those who need it, for as long as they need it. You'll also have full visibility over the data you hold, which makes it easier to respond to data requests and ensure that you're not holding certain data (eg, fit to work and health declarations) for longer than permitted.

Guilds and unions

If the contract is subject to any guild or union agreement, this should be made clear. You should also ensure that any terms agreed comply with the relevant guild or union agreement.

What to include in crew contracts: other terms

You should also include the following terms in your crew contracts:

- > Producer discretion whether to use contribution
- > Warranties and indemnities
- > Tax and withholding tax provisions
- > Working with children
- > No injunctive relief
- > No authority to bind the producer
- > Assignability of contract
- > Boilerplate provisions

For more information on these clauses, see [What terms should you include in your crew contracts?](#) or speak to an expert.

Policies

Each contract should be accompanied by all of the relevant policies that apply to the crew member's engagement - for example:

- > **Data privacy policies** addressing how the crew member's data will be processed and used.
- > A **child protection policy** addressing how to ensure a safe working environment for children.
- > A **bullying and harassment policy** educating crew on the legal definitions of bullying and harassment and enforcing a proper standard of conduct during the course of production. This policy often also includes the grievance procedures to be followed.
- > An **equality, diversity and inclusion policy** addressing your commitment to equality, diversity and inclusion.
- > A **health and safety policy** or statement addressing the requirements relating to a safe working environment.
- > An **anti-bribery and anti-corruption policy** educating crew on what constitutes bribery and corruption in order to prevent them from occurring.

Several other policies may apply depending on the nature of production, all of which should be provided to each crew member at the start of their engagement and signed together with their contract.

Are policies legally required?

In most cases, there are no strict legal requirements to have specific policies in place (save for a data privacy policy and health and safety policy). Rather, the law usually requires that companies have necessary measures in place to comply with various legal obligations (eg, anti-bribery). Being able to show that policies have been properly prepared, maintained and complied with may serve as evidential value against any possible claim. Policies also help focus the mind of crew members by setting out how they must conduct themselves. It's therefore best practice to have in place all of the policies on the previous page.

That said, the presence of the policies on the previous page won't serve as a guarantee of compliance. As policies are meant to be living documents, they're only as useful as their enforcement and application. For instance, the presence of a data privacy policy will not count as a defence where the company has mismanaged personal data contrary to the legislation.

The ability to abide by any policies should be contractual, but the policies themselves can be living documents which you can void or amend at your discretion. Consider which policies should be contractual (eg, health and safety) and which should be non-contractual (eg, disciplinary and grievance procedures).

Overlap with employee policies

It may be worth duplicating some policies (eg, disciplinary and grievance procedures) so that they apply to both employees and freelancers.

Access, communication and education

Communication of and education about the policies and procedures which apply to engagements are key. You should consider undertaking induction training to set out clear standards of the behaviour expected. You should also ensure that all individuals have easy (preferably electronic) access to your policies at all times.

For all complaints, it's essential that individuals know who they can turn to, that they will be listened to and that the producer will take any issues seriously by investigating and following through accordingly.



Send your policies directly via the Production Portal so that everything can be completed at once. Your crew can access them again at any time and find the details of who to contact for more information on the standard deal or contract front sheet. You'll also have a record of everyone who's received your policies and can capture e-consent for each document individually. And if you need to update a policy, you can quickly bulk send the new version and track who's agreed to it.

Other documents

Non-disclosure agreements

A properly prepared crew contract should contain a confidentiality clause. In those circumstances, a separate non-disclosure agreement (NDA) won't always be necessary. However, a separate NDA may sometimes need to be signed in addition to the basic contract (eg, if specific procedures might be required surrounding confidentiality of a certain project or because a third party requests a separate NDA).

Other documents required by the conditions precedent

If there are other documents which are conditions precedent to the start of the engagement, these should be supplied at the outset. These will vary on a case-by-case basis, but could include:

- > Certificates of insurance policies.
- > Child protection disclosure forms and visas or work permits.
- > Inducement letters (where the crew member is being engaged via a PSC).



Send and track NDAs and other documents directly via the Production Portal. Quickly capture the crew member's acknowledgment via e-consent and maintain a secure record of what's been agreed.

Covid-19 addendum and protocols

It may also be appropriate to attach a Covid-19 rider or addendum to your contracts (see [Contracting in a Covid-19 world](#)).

A man with brown hair and a beard, wearing a black jacket over a plaid shirt, is looking down at a laptop. He is standing in front of a washing machine. The background shows a building with a red roof and a blue sky. The text "Post-contract stage" is overlaid on the left side of the image.

Post-contract stage

Record keeping

Once you've got your contracts in place, it's essential to retain a copy so that you can:

- > Review your arrangements, particularly if there's a change in the nature of the role.
- > Keep a clear record of what was agreed in the event of a dispute or insurance event.
- > Maintain an audit-ready trail in case of a request by HMRC, the Home Office or a commissioner.

It's essential that you have robust measures in place to keep your data secure, including restricting access to those who need it. You should also ensure that you don't retain any data for longer than is necessary in line with UK data protection law.



With the Production Portal, you'll maintain a secure record of each engagement. Quickly find the information you need to respond to an audit, incident or insurance event, no matter how long ago you wrapped.

A person wearing a grey hoodie is holding a black microphone with both hands, positioned as if speaking or singing. They are in a crowded, dimly lit indoor space, possibly a concert or festival, with blurred lights and other people in the background. A white rectangular box is overlaid on the left side of the image, containing the text.

The challenges for production

The challenges for production

Clearly, there's a lot to think about when it comes to contracting your crew. And despite everyone's best efforts, there are a number of challenges which can leave you exposed.

- Contracting crew has traditionally involved lots of copying and pasting, which not only takes ages, but also leaves room for error. Production teams are busy and even with the best will in the world, it's easy to use an old template, mis-spell a name or input the wrong rate when creating contracts manually, which can lead to validity or certainty issues.
- Alongside all those contracts, you'll likely have start forms, deal memos, policies, protocols and NDAs to send and get signed. There's so much to keep track of and it's almost impossible to do so when everything is manual.
- The pop-up (and pop-down) nature of production can make record keeping difficult. Post-production, important documents can be lost forever if they're stored on your freelance team's personal devices.
- If you're creating paper contracts, these are at risk of being lost or damaged. They're also more vulnerable to a data breach as they can easily be misplaced or viewed by the wrong people. Even digital contracts pose a data risk if they're sent out via personal email accounts, as lots of people will have access to them - forever!

If this sounds familiar, don't worry. There is another way.



How the Production Portal can help

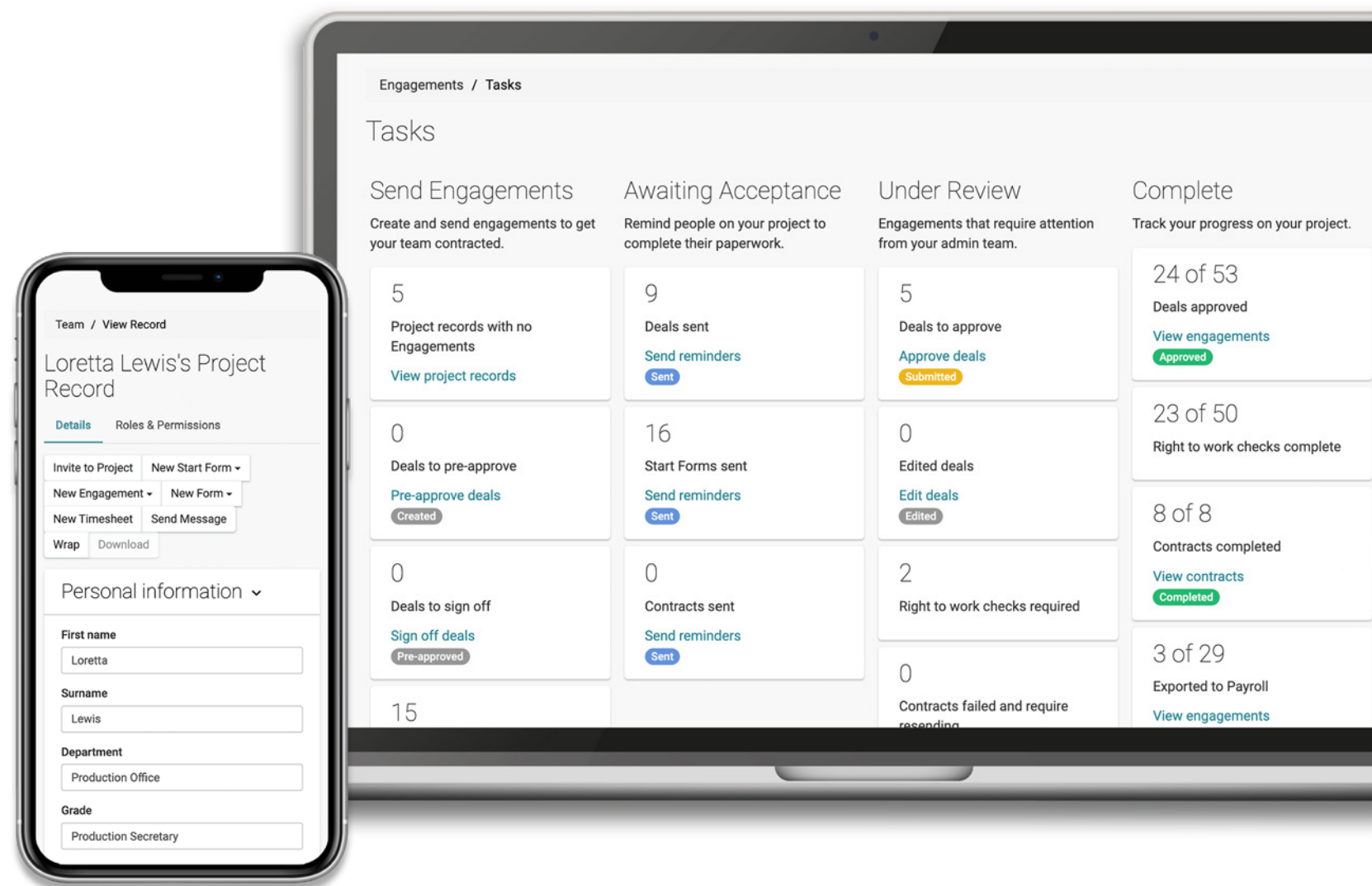
The Production Portal

The Production Portal is the workforce management platform for compliant UK production.

Onboard, contract and manage your crew securely, across all productions, from one platform.

“Once you start using it you will never want to stop.”

Chrissie Broadway
Production Executive



Get up and running quickly and compliantly

The fastest a crew member has been contracted via the Production Portal (from the creation of their deal to the signing of their contract)

The leading solution for contracting crew on UK HETV and feature films

Secure digital contracting

- ✓ Enter onboarding information once, then watch it flow through into your contracts.
- ✓ Save time and eliminate errors with automatic overtime and holiday pay calculations.
- ✓ Effortlessly recontract daily crew members in just a few clicks.

Admin View

Recipient View

History

Choose engagement

Recalculate

Edit timesheet

Request Changes

Void

Mark as Paid

Mark as Partially Paid

Engagement

Engagement	Grade	Department	Tax status	Start date
Main contract	1st Assistant Camera	Camera	Employee	26/04/2022

Time information

Overridden

Calculated

Label:

Employment type:

Week 2

Weekly

Day	Unit	Worked Hours			Overtime	Early Call					
Day	Day Type	Unit	Shoot Day	Grace Period	Unit Call	Unit Wrap	Time In	Time Out	Total Worked Hours	Camera OT	Early Call
Mon, 8 Feb	Work	Main	SWD	-	08:00	19:00	07:45	19:30	11 h : 45 m	-	-
Tue, 9 Feb	Work	Main	SWD	00 h : 15 m	08:00	19:15	07:45	19:40	11 h : 55 m	-	-
Wed, 10 Feb	Work	Main	SWD	-	08:00	19:45	07:45	20:00	12 h : 15 m	01 h : 00 m	-
Thu, 11 Feb	Work	Main	CWD	-	08:00	17:00	07:00	17:30	10 h : 30 m	-	-
Fri, 12 Feb	-	Main	SWD	-	08:00	19:00	07:45	19:15	11 h : 30 m	-	-
Sat, 13 Feb	-	-	-	-	-	-	-	-	-	-	-
Sun, 14 Feb	-	-	-	-	-	-	-	-	-	-	-
Totals	-	-	-	00 h : 15 m	-	-	-	-	57 h : 55 m	01 h : 00 m	00 h : 00 m

Loretta Lewis's Deal Created

Go to: [Project Record](#) [Outstanding Tasks](#) [Start Form](#) [Engagement](#)

Send Deal

This Deal has been created and needs to be sent. Complete the relevant fields and choose the "Deal Only" option under "Send Deal" button to send the Deal to the recipient.

Alternatively, if you wish to send the Deal, Start Form and other Forms that comprise of this Engagement together choose "Review and Send Engagement Pack".

[Send Deal](#) [Edit Deal](#) [Edit Deal](#) [Preview Contract](#) [Review and Send Contract](#)

[Send Reminder](#)

Engagement type ▾

* Employment type

Employee ▾

Crew type

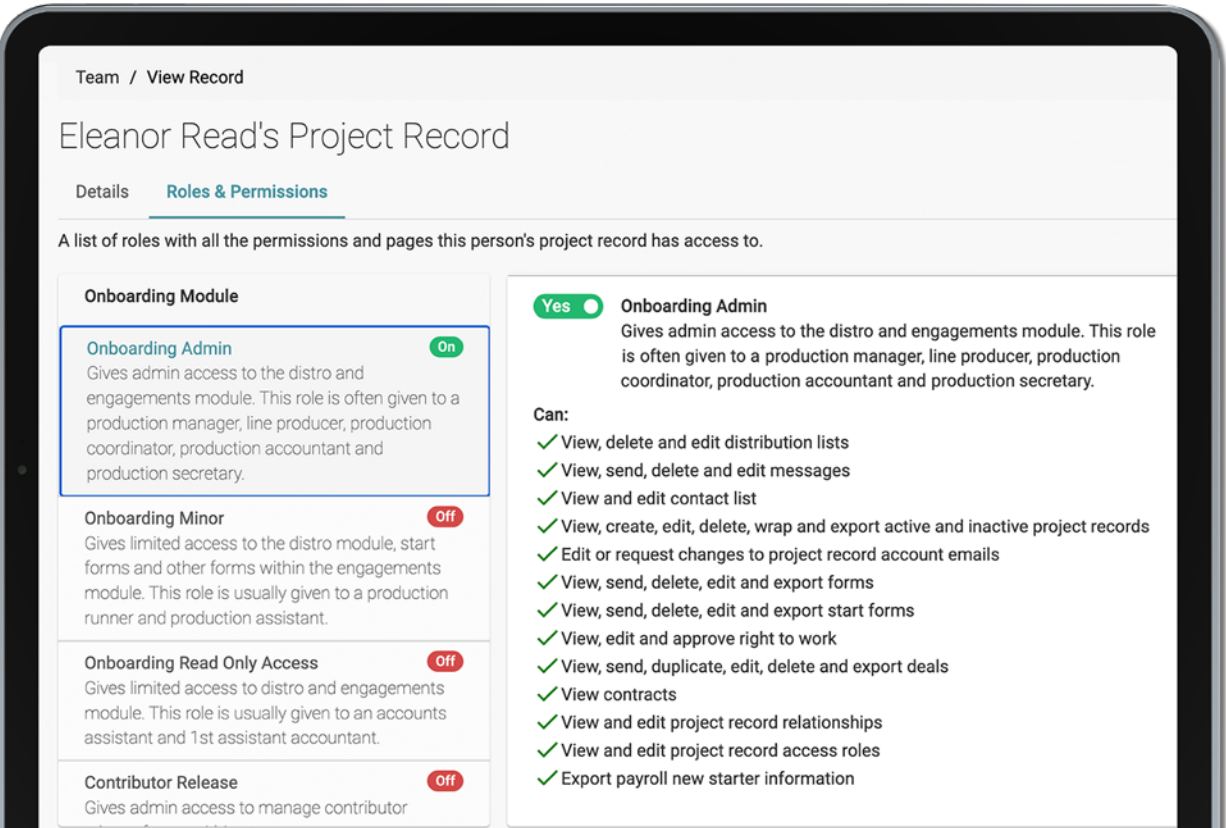
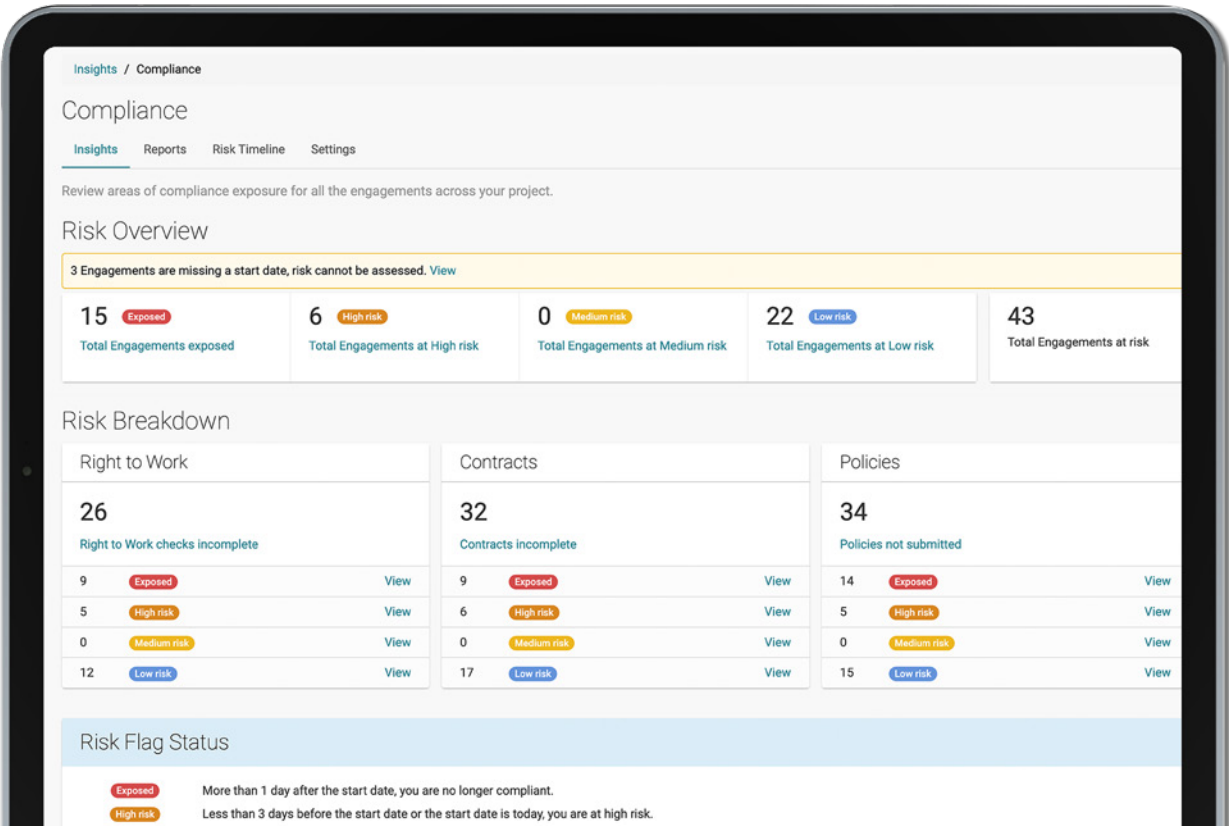
Crew member ▾

Smart, integrated timesheets

- ✓ Unparalleled integration with your contracts removes the need to rekey data.
- ✓ Automatic hours to gross, overtime and penalty calculations do the heavy lifting for you.
- ✓ Production and accounts work from one connected system, so there's no duplication of work.

Built in compliance checks

- ✔ Deal warning flags and a digitised status determination statement help with IR35 compliance.
- ✔ An integrated share code checker and built in time stamps support compliant right to work checks.
- ✔ A live tracker helps you to get everything signed and compliant before anyone steps on set.



Robust data processes

- ✔ Securely send and track start forms, deals, contracts, polices and NDAs directly via the platform.
- ✔ Maintain a record of each engagement even after you wrap.
- ✔ Restrict access to crew data to those who need it, and only for as long as they need it.



With 45 years of experience, Entertainment Partners (EP) is the global leader in entertainment payroll, workforce management, residuals, tax incentives finance and other production management solutions.

The EP Production Portal powers the leading UK productions. Today, over 30 studios and production companies – including Sky Studios, Studio Lambert and Bad Wolf – are powering smarter productions through the Production Portal.

SHERIDANS

Sheridans is a leading law firm specialising in media and technology. The firm has been providing advice since 1956, and its lawyers are experts in their fields.

Sheridans' expertise is top-ranked and covers media, commercial and legal advice in areas such as film and TV, music, theatre and interactive and gaming, cutting-edge technology and data, as well as all related fields. Sheridans' clients include high-profile talent, studios, independent producers, global corporations and start-ups.

Productions don't have to be a scramble.

To see how the Production Portal helps with quick and compliant contracting, [**get in touch today.**](#)