



Approved Code of Practice for **AGENTS REPRESENTING ARTISTS**

This Code has been approved by the PMA Council. It gives practical advice on how to comply with standards and behaviours commensurate with good agent practice. All PMA members must follow the advice in relation to specific matters on as set out in the Code and Regulations. The Code is deemed to have special status. If you are found to be in breach of the Code, and it is proved that you did not follow the relevant provisions, the PMA Council reserves the right to impose a range of sanctions up to, and including, revocation of membership.

* Approved Code of Practice for **AGENTS REPRESENTING DRAMATISTS, DIRECTORS AND CREATIVES** is a separate document and may be obtained from www.thepma.com or info@thepma.com

About PMA Membership

The PMA was established in 1950, for: ***'The protection and promotion of the interests of its members variously operating in the [cultural industries] as personal managers, managers, theatrical literary or author's agents or others similarly professionally engaged; and of maintaining good and friendly relations with one another.'***

Contemporary PMA membership predominantly comprises agents representing Artists, Dramatists and Creatives, but that core purpose remains true.

While this Code focusses on good business practice we also expect our members to demonstrate their commitment to industry-wide values of equality, diversity and inclusion: and anti-harassment.

Equality, Diversity and Inclusion

The PMA is committed to working towards an inclusive and diverse cultural industry. We achieve this aim by promoting and engaging with campaigns that identify and tackle discrimination. We encourage PMA members to engage with diversity training, events and campaigns; to recognise their responsibility to engage across the industry; to understand the complexity of diversity; to challenge assumptions; and to play a part in creating stories that are a bold reflection of the world we share.

Anti-Harassment

The PMA is a signatory to the BFI's set of principles to tackle and prevent bullying, harassment and racism in the screen industries. We encourage PMA members to adopt these principles (or similar) as part of their working practice.

<https://www.bfi.org.uk/inclusion-film-industry/bullying-harassment-racism-prevention-screen-industries/set-principles>



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Introduction

This document constitutes the Approved Code of Practice (ACOP) for the Good Agent Practice (GAP) Regulations 2021 as ratified by the PMA Council. The ACOP governs the following:

- Client and Business Affairs
- GDPR
- Termination of Representation
- Disputes and Resolution
- Sanctions

Citation and commencement

- 1.1 These Regulations may be cited as the Good Agent Practice Regulations 2021 and shall come into force on the 1st January 2022.
- 1.2 They will be subject to an annual review by the PMA Council and may be amended where necessary.
- 1.3 The ACOP and GAP Regulations supersede the previous PMA Code of Conduct in its entirety.

Interpretation

In these Regulations –

- 2.1 Personal Managers' Association ('the PMA') means the membership organisation for agents who represent actors, writers, directors, creatives and HoDs working in film, television, theatre and radio.
- 2.2 The PMA Council means elected council members, led by co-chairs from the Artists and D&D Sector.
- 2.3 Member means the Agency and their Agents engaged in PMA activity.
- 2.4 In writing means in the form of a letter, document or E-Communication.
- 2.5 Sunset Provisions refer to when an artist has continued in a role obtained whilst represented by a previous agent who contractually may no longer have good title to commission.
- 2.6 "no notice period" stance means the ability of the Client and Agent to terminate representation without a period of notice of termination being enforced.
- 2.7 Representation means to fulfil monitoring, accounting, remitting and related services.
- 2.8 The Agency Agreement refers to the terms of business of the agency as agreed in writing with each client.
- 2.9 Pick up notice means a legally binding intention to engage the services of an actor on future series.



Duties under these Regulations

- 3.1 The GAP Regulations as set out in this publication are applicable to all agencies who hold PMA membership status, therefore it is a condition of membership that the Member Agency acts in accordance and compliance with the ACOP and GAP Regulations at all times.
- 3.2 For the purposes of this ACOP, employees of Member Agencies are to be considered as a representative of the agency as a whole, and as such, the doctrine of vicarious liability can be applied in respect of their actions.
- 3.3 The PMA considers the GAP Regulations to be adhered to at all times and take any allegations of non-compliance extremely seriously.
- 3.4 The PMA has the authority to act in relation to alleged breaches of the ACOP. Any dispute which arises purely in relation to a client's terms of business falls outside the scope of the authority of the PMA.



Client & Business Affairs

- 4.1 At all times members are bound by the legislation as set out in the Conduct of Employment Agencies and Employment Business Regulations 2003. Guidance can be found here: <https://www.gov.uk/government/publications/conduct-regulations-2003-guidance-for-employment-agencies-and-employment-businesses>
- 4.2 Members are further bound by relevant Employer and Equalities legislation. Guidance can be found here: <https://www.gov.uk/browse/employing-people>
<https://www.citizensadvice.org.uk/law-and-courts/discrimination/discrimination-because-of-race-religion-or-belief/discrimination-because-of-race/#h-race-discrimination-in-employment-and-training>
- 4.3 Member's terms of business, including current commission rates, shall be clearly stated in writing and agreed at the commencement of representation in the Agency Agreement. Any subsequent variation in commission rate must be agreed with the client in writing.
- 4.4 Members can offer the services of and represent the client in all other ways only with the explicit consent of the client in writing.
- 4.5 At all times when advising or negotiating on behalf of a client, the member will be governed by the ACOP and compliance with the GAP Regulations. The overriding consideration must be a conscientious regard for the professional welfare of the client.
- 4.6 The onus is on the Member make any declaration of interest in relation to providing services for their Clients. Members who hold an interest in any enterprise are prohibited from negotiating on behalf of the Client in relation to services for such an enterprise without first disclosing the interest to that client.
- 4.7 Members are obligated to operate a separate Clients' Account. They must account for and remit all monies they receive on behalf of their clients within ten days of bank clearance unless the Client has given express agreement otherwise.
- 4.8 Members shall allow their clients at all reasonable times the right to verify and authenticate any statement of their account and shall promptly and regularly provide their clients with full details of any transaction handled by them on their behalf.
- 4.9 Members must provide their clients with information that the clients may reasonably request relating to their contracts negotiated by the Member.



GDPR

- 5.1 Members shall comply with applicable data protection laws in force at the time in respect of the personal data of their clients and put in place reasonable technical and organisational measures to protect their clients' personal data and confidential information and which take into account the level of security appropriate to the risk.
- 5.2 In addition to the above, Members shall treat the affairs and conduct of the Personal Managers' Association as being private and confidential.

Termination of Representation – FOR AGENTS REPRESENTING ARTISTS

* Approved Code of Practice for **AGENTS REPRESENTING DRAMATISTS, DIRECTORS AND CREATIVES** is a separate document and may be obtained from www.thepma.com or info@thepma.com. The following guidelines for Termination of Representation apply to Agents representing Artists only.

- 6.1 Members shall not seek to enforce any time restriction in relation to a client's notice of termination of representation.
- 6.2 Members shall not undertake representation of a potential new client who has previously been represented without first making every reasonable endeavour possible to satisfy themselves that such client has terminated the earlier representation in writing.
- 6.3 Every effort must be made to conclude a mutually satisfactory arrangement regarding commission that may be payable to the previous agent.
- 6.4 All arrangements must be concluded in accordance with the ACOP and GAP Regulations.

Protection Letter

- 7.1 When a client gives his or her agent notice of their intent to terminate representation, the former agent must provide the following information:
- (i) the detail of all current and ongoing client contracts, inclusive of option, extension and renewal provisions;
 - (ii) a list of all submissions, including availability checks, undertaken on behalf of the client prior to the termination date. This should detail the specific role, who has received the submissions and list any meetings whether they are prospective or have occurred.



(iii) In the event that the submission and availability checks cannot be substantiated with evidence, the former agent accepts that any prospective commission claims are likely to fail.

7.2 This information must be provided in writing and wherever possible within five working days and, in any event, no less than fourteen working days.

7.3 The new agent is required to acknowledge receipt of information received as per clause 7.1 (i) and (ii) and refer all queries in writing, within fourteen working days.

7.4 Original copies of contracts held by the former agent are the property of the client and should be released in accordance with the client's reasonable written instructions.

7.5 The new agent is under an obligation to provide written details of all negotiations undertaken where commission will be due to the former agent when requested to do.

Commission Due on Film and TV Contracts

8.1 In the event of termination of the Agency Agreement, the member (or successors in title), is entitled to collect all monies and to take continuing commission in respect of and in accordance with contracts previously concluded with and on behalf of the client and appropriate commission in respect of contracts already initiated.

8.2 The member is entitled to collect all monies and continuing commission in respect of and in accordance with contracts previously concluded with and on behalf of the client and appropriate commission in relation to contracts with legal standing.

Commission due on TV (or Film) Commercials

9.1 The former agent shall be entitled to all commissions due on any commercial arising directly from a duly notified submission together with commission due on any income directly derived, from overseas sales, cinema and stills usage.

9.2 If fees for such additional usage are negotiated by the new agent, then the former agent shall still be entitled to 100% of the commission arising from such negotiations.

9.3 The 'life' of a TV commercial is usually limited by contract. If the advertiser wishes to renew the contract and the client wishes the new agent to re-negotiate the contract, then the new agent shall be entitled to commission only on the balance between the original fee and the re-negotiated fee together with commission pro-rata due on any income directly derived therefrom.

9.4 In the case of a campaign of commercials, the former agent will continue to receive their commission in perpetuity save for the new agent will receive commission on any uplift they negotiate.



Commission due on SVOD and Long-running Series (Sunset Provisions)

Commission due on Optioned Series (Sunset Provisions)

- 10.1 It should be noted that many contracts have increased time periods in relation to deals but that the core principles of the current series plus two further series/ outings remain in these provisions.
- 10.2 Where the former agent has negotiated option(s) for a series the commission entitlement is 100% of the commission on the fees negotiated for the current series in addition to 100% of the commission on the fees originally negotiated for two additional series beyond the current series if the actor changes agent before the option pick-up date.
- (i) Where negotiated options number more than 2, for example the first series plus 2 optioned series, thereafter a sliding scale applies. For the 3rd optioned series, 75% to former agent; for 4th optioned series, 50% to former agent; for 5th optioned series, 25% to former agent and for 6th option and any further life of the series 10% in perpetuity. Refer to Sliding Scale Table Example A on page 9.
 - (ii) If the client moves agent between seasons and after notice of pick up is confirmed, the former agent is entitled to 100% commission in relation to the relevant series which has been picked up plus two subsequent series with the sliding scale becoming applicable thereafter. Refer to Sliding Scale Table Example B on page 10.
 - (iii) In all cases, the new agent will be entitled to 100% of the commission on any uplift agreed upon as a result of negotiations commenced and concluded during their tenure.
- 10.3 Where an optioned series is cancelled and formal notification has been given to that effect, but the series is then picked-up at a later time post-option, or in cases where no options have been negotiated on the series, the former agent is entitled to 75% for the first outing, 50% for the next, 25% for the next, and 10% thereafter in perpetuity. Refer to Sliding Scale Table Example C on page 11.
- 10.4 In the event that the former agent submitted the client for a role but there was an absence of a meeting prior to termination, the former agent will be entitled to 100% commission for the first outing or series but no commission thereafter.
- 10.5 Commissions due to the former agent arising from repeat fees, overseas sales and other residuals or royalties in connection with the series shall remain payable to the former agent, in perpetuity.



SLIDING SCALE TABLE

EXAMPLE A:

Actor moves during Series 1 or after wrap on Series 1 and before option pick-up date for Series 2

Former Agency % Commission on original fee	Series 1	Series 2	Series 3	Series 4	Series 5	Series 6	In perpetuity
100%	100%	100%	100%				
75%				75%			
50%					50%		
25%						25%	
0%							10% in perpetuity
New Agency % Commission on original fee*							
100%							90% in perpetuity
75%						75%	
50%					50%		
25%				25%			
0%	0	0	0				

***PLUS 100% of any uplift in fee negotiated by new agent**



SLIDING SCALE TABLE

EXAMPLE B:

Actor moves after wrap on Series 1 and after option pick-up date for Series 2.

Former Agency % Commission on original fee	Series 1	Series 2	Series 3	Series 4	Series 5	Series 6	Series 7	In perpetuity
100%	100%	100%	100%	100%				
75%					75%			
50%						50%		
25%							25%	
0%								10% in perpetuity
New Agency % Commission on original fee*								
100%								90% in perpetuity
75%							75%	
50%						50%		
25%					25%			
0%	0	0	0	0				

***PLUS 100% of any uplift in fee negotiated by new agent**



SLIDING SCALE TABLE

EXAMPLE C:

No options negotiated by former agent.

Former Agency % Commission on original fee	Series 1	Series 2	Series 3	Series 4	In perpetuity	In perpetuity	In perpetuity
100%	100%						
75%		75%					
50%			50%				
25%				25%			
0%					10% In perpetuity		
New Agency % Commission on original fee*							
100%					90% in perpetuity		
75%				75%			
50%			50%				
25%		25%					
0%	0						

***PLUS 100% of any uplift in fee negotiated by new agent**



- 10.6 Long running series:
- (i) Where a client returns to a role within two years of having left a long running series and having invoked Regulation 6 (termination), Sunset Provisions will be applicable upon their return to the series.
 - (ii) Thereafter, the former agent shall receive 10% of their original commission in perpetuity.
- 10.7 Where the former agent has negotiated Option(s) for a Series they are entitled to 100% of the commission on the fees negotiated for optioned series.
- 10.8 The subsequent agent is entitled to commission on any uplift resulting from their negotiations.
- 10.9 The above provision is applicable for up to three series post-departure from the former agent after which the sliding scale outlined in 10.3 and Table, EXAMPLE C applies.

Commission due on Theatre

- 11.1 The former agent shall be entitled to all commissions due on existing theatre contracts for the run of the production and on any contract for the same production if an extension or transfer occurs within twelve months of the end of the original term agreed by the former agent.
- 11.2 If a client returns to a production in the same role after twelve months, the former agent shall receive 10% of their original commission for this production and in perpetuity.
- 11.3 Where the former agent submitted the client for a role and arranged a meeting or where the role was offered without a meeting, 100% commission is due to the former agent for the length of the original contract and any extensions or reprisal under 11.2 shall apply.
- 11.4 Where the former agent submitted the client for a role but no meeting was arranged the former agent is due 100% for the length of the initial contract only.



Dispute resolution

- 12.1 PMA intervention should only be sought as a last resort and only in instances when all other remedies have failed to rectify the alleged breach of the ACOP.
- 12.2 If any dispute arises between the parties who are both members of the PMA out of or in connection with this Agreement members must try and resolve the issue informally by way of counsel from a PMA Member who shall use their reasonable endeavours to resolve it.
- 12.3 If the dispute is not resolved within 28 days of the referral being made, the parties may resolve the matter through mediation.
- 12.4 The PMA will not intervene in any disputes involving a non-member arising from commission.

Dispute Resolution Process

- 13 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice must include reasonable information as to the nature of the dispute.
- 14 The parties shall use reasonable endeavours to reach a negotiated resolution through the following procedures:
 - (i) within fourteen days of service of the notice, the PMA Council Member and Agency/Agencies representative shall meet to discuss the dispute and attempt to resolve it; and
 - (ii) if the dispute has not been resolved within fourteen days of the first meeting of the Agency/Agencies representative, then the matter shall be referred to the Managing Director (or persons of equivalent seniority). The Managing Director (or equivalent) will meet with the PMA Council Member within fourteen days to discuss the dispute and attempt to resolve it.



Sanctions

- 15.1 Very minor cases of alleged breaches will be dealt with informally, with the objective of improving member conduct. Where the matter is more serious, or where conduct has failed to improve, formal action will be taken as described below.
- 15.2 There are three levels of sanction. Other than in cases of gross misconduct, members will not normally be expelled from PMA membership for a minor breach. The PMA reserves the right to impose sanctions at any level, depending on the circumstances of the case.
- 15.3 **Level 1—Written warning**
- In cases of a minor breach of the ACOP or GAP Regulations you may be given a formal written warning.
- A first written warning will normally remain in force for six months and a copy of the warning will be kept on record. It will normally be disregarded after a period of six months.
- 15.4 **Level 2—Final written warning**
- In the event of a failure to improve or change behaviour during the currency of a prior warning or where the misconduct, infringement or offence is sufficiently serious to warrant only one written warning before expulsion, a final written warning may be given to you. A final written warning will normally remain in force for 12 months.
- 15.5 **Level 3—Expulsion**
- In the event of a failure to improve or change behaviour or improve conduct during the currency of a prior warning, or where the misconduct, is sufficiently serious enough to amount to an act of gross misconduct, expulsion from the PMA will normally be the sanction. A decision to dismiss will only be taken by the Council.