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

Ratified at Council Meeting on 26 November 2025. EFFECTIVE FROM 1 JANUARY 2026.

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 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 reserve 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

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. Membership assumes respectful dealings between PMA members.

Equality, Diversity and Inclusion

The PMA is committed to working towards an inclusive and diverse cultural industry. As an organisation we achieve this aim by promoting and engaging with campaigns that identify and tackle discrimination.

Anti-Harassment

The PMA supports the standards of the Creative Industries Independent Standards Authority (CIISA), a framework that sets out the minimum standards of behaviour expected across the creative industries to ensure safe and inclusive working environments. We encourage PMA members to adopt these principles (or similar) as part of their working practice.

https://ciisa.org.uk/standards/

Personal Managers' Association

Contents

Introduction

This document constitutes the Approved Code of Practice (ACOP) for the Good Agent Practice (GAP) Regulations 2026 as ratified by the PMA Council. The ACOP governs the following:

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

1. Citation and commencement

1.1 These Regulations may be cited as the Good Agent Practice Regulations 2026 and shall come into force on the 1st January 2026.

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.

2. Interpretation

In these Regulations –

2.1 Personal Managers' Association ('the PMA') means the membership organisation for agents who represent actors, writers, directors and creatives working in film, television, theatre and radio.

2.2 The PMA Council means the council established by the four elected PMA members.

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.

2.9 Pick up notice means a legally binding intention to engage the services of an actor on future series.

3. 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, and as such, the doctrine of vicarious liability can be applied in respect of their actions.

3.3 The PMA consider the GAP Regulations to be adhered to at all times and takes any allegations of non-compliance extremely seriously.

3.4 The PMA have 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.

4. 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.

4.2 Members are further bound by relevant Employer and Equalities legislation.

4.3 Members' terms of business, including current commission rates, shall be clearly stated in writing and agreed at the commencement of representation. Any subsequent variation in commission rate must be agreed with the client in writing. Commission is not due unless TOBs are agreed.

4.4 While a dispute between an agent and a client over commission would be a legal matter between those two parties, members are expected to support each other's rights under the ACOP.

4.5 Members can offer the services of and represent the client in all other ways only with the explicit consent of the client in writing.

4.6 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.

4.7 The onus is on the Member to 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.

4.8 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.

4.9 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.

4.10 Members must provide their clients with information that the clients may reasonably request relating to their contracts negotiated by the Member.

5. 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.

6. 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. Members cannot enforce their right to represent a client, if the client wishes to terminate. Members may retain the right to commission in accordance with ACOP guidelines.

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 or agents.

6.4 All arrangements must be concluded in accordance with the ACOP and GAP Regulations.

6.5 In the event of clients moving with an agent to a new agency, that agent's employment agreement with their original agency may take precedence over the ACOP commission split guidance.

6.6 Members are strongly encouraged to use the guidance in the ACOP and GAP regulations to come to a mutually satisfactory resolution before escalating to the PMA for advice or resolution.

6.7 The PMA will not intervene in any disputes involving a non-member arising from commission, but members are expected to adhere to PMA standards in their relationship with the wider industry.

7. 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) Previously concluded contracts that the client undertook and can be evidenced as being originally handled by the former agent, are deemed to be included as protected projects. A protection list may not be exhaustive, but you must be able to evidence your claim to commission on any future production of a project, within the parameters of these commission guidelines.
(iv) 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.
(v) Where details on the protection letter pertain to a theatre job then the agent shall include any details of a specific track and other responsibilities (e.g. (e.g covers/ understudied roles, Dance Captain) alongside the role.

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.
7.6 Commission payments due to the former agent are expected to be made in a timely manner unless a different arrangement is mutually agreed.

8. 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 commission in respect of and in accordance with contracts previously concluded with and behalf of the client, and appropriate commission in respect of contracts already initiated.

8.2 The member is entitled to collect all monies and to take 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 with legal standing.

8.3 In the event such fees are re-negotiated by the new agent then the new agent will be entitled to 100% of all commission on the balance between the original and the newly re-negotiated fee.

8.4 Where a commission split is due (whether by a fee increase negotiated by a new agent and/or via the Sunset Provisions, Section 10 below, for a subsequent booking) the 'original fee' refers to an applicable total fee for the new contract based on the last engagement fee (or equivalent) negotiated by the original agent. NOTE: This is will not necessarily be the total fee paid to the artist if, for example, the period of engagement is now different. See Example Commission Split at the end of Section 9.

8.5 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.

9. Sunset Provisions, where a client continues in a series after, or whilst, changing agents

9.1 The Sunset Provisions apply when a client continues in a series beyond the former agent's contracted entitlement and/or where a legally binding option has been negotiated for the client's continued contribution.

9.2 Where no options have been negotiated the former agent shall be entitled to 75% commission for the first outing negotiated by the new agent, 50% for the next, 25% for the next, and 10% thereafter in perpetuity. (see Sliding Scale Example A)

9.3 Where the former agent has negotiated option(s) for a series:

(i) If the actor changes agent before the option pick-up date the former agent will be entitled to 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. (see Sliding Scale Example B)

(ii) 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. (see Sliding Scale Example B)

(iii) 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. (see Sliding Scale Table Example C)

(iv) In all cases, the new agent will be entitled to 100% of the commission on any uplift agreed during their tenure.

9.4 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, the former agent is entitled to 75% for the first outing, 50% for the next, 25% for the next, and 10% thereafter in perpetuity (see Sliding Scale Table Example A)

9.5 Long-running series/continuing drama – this refers to a series in continual production year-round (excluding small production breaks) e.g., BBC continuing drama (such as Casualty, EastEnders), Soap Operas etc.

(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: the former agent shall be entitled to 75% commission for the first outing, 50% for the next, 25% for the next, and 10% thereafter in perpetuity.
(ii) If a client returns to a role after two years, the former agent shall be entitled to 10% commission in perpetuity.
(iii) 'Outing' is defined by the broadcaster definition of a series and/or length of contract.

Examples: Commission Split, and Sliding Scale Tables

EXAMPLE COMMISSION SPLIT

Original deal with original agent

Actor booked for 8 engagement fees @ £1000 plus prod days and a buyout of 35%

8 x £1000 + £2176 + 35% (£3561.60) = Guaranteed min of £13,737.60

New deal for next series with new agent

Actor booked for 6 engagement fees @ £1200 plus prod days and a buyout of 35%

6 x £1200 + £1632 + 35% (£3091.20) = Guaranteed min of £11,923.20

The new agent should calculate a notional guaranteed min for the new booking based on the original engagement fee (as any negotiated increase is only commissionable by the new agent). e.g. –

6 x £1000 + £1632 + 35% (£2671.20) = notional guaranteed min of £10,303.20.

Relevant commission, taking into account any sunset provisions etc, will be payable to the old agent based on the notional total fee of £10,303.20 NOT £11,923.20. The difference of £1620 can be commissioned in full only by the new agent.

SLIDING SCALE TABLES

EXAMPLE A:

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**

SLIDING SCALE TABLES

EXAMPLE B:

Actor moves during Series 1 or after wrap on Series 1 and <u>before</u> 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 TABLES

EXAMPLE C:

Actor moves after wrap on Series 1 and <u>after</u> 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**

10. Commission due on Commercials

10.1 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.

10.2 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.

10.3 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.

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.

11. Commission due on Theatre

11.1.The former agent shall be entitled to all commissions due on existing theatre contracts (including any options) for the run of the production, including related engagements (e.g. performances at award ceremonies, promotional events, filming and usage of productions)

11.2.If a further contract is offered for the same production for an extension in the same role/track, transfer or remount that occurs within twelve months of the end of the original term agreed by the former agent, the former agent shall be due commission based on their original commission and applied as per the sliding scale below. There must be a clear gap of twelve months where the clients are not contracted on the production, in order that the original term is deemed to have ended and the terms of clause 11.3 to commence.

100%	2nd contract
75%	3rd contract
50%	4th contract
25%	5th contract
10%	All future

The new agent would be due commission on the corresponding remainder of each contract plus 100% commission on any uplift agreed upon on each contract.

A contract is defined as the whole term of an offer which may include separate contracts that are contingent on each other e.g. two contracts with a Summer or Christmas break that together form one offer of work and one overall contract.

Where a commission split is due (whether by a fee increase negotiated by a new agent and/or via the Sunset Provisions the 'original fee' refers to an applicable total fee for the new contract based on the last weekly fees (or equivalent) negotiated by the original agent. NOTE: This will not necessarily be the total fee paid to the artist.

11.3.If a client returns to a production in the same role/track after twelve months, the former agent shall receive 10% of their original commission for this production and in perpetuity.

11.4.Where the former agent submitted the client for a role/track and arranged a meeting or where the role/track 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 8.12.1 shall apply.

11.5.Where the former agent submitted the client for a role/track, but no meeting was arranged the former agent is due 100% for the length of the initial contract only.

11.6. For workshops the same terms as per clauses 1 and 2 shall apply including where an offer of a production is made following the client having workshopped the piece.

12. Dispute Resolution Process, and Sanctions

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 by way of counsel from a PMA Council Member who shall use their reasonable endeavours to resolve it. Advice may be shared with both parties to the dispute.

12.3 If the dispute is not resolved by counsel from PMA Council Member (clause 12.2), the parties may escalate the matter to the full PMA Council for a formal ruling. Both parties will provide a clear written summary of their side of the dispute for consideration at the next quarterly Council meeting. Both parties will be expected to abide by Council's ruling.

Sanctions

12.4 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.

12.5 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.

(i) **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.

(ii) **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.

(iii) **Level 3—Expulsion**

In the event of a failure to improve or change behaviour or improve conduct during the currency of a 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 agreement at a PMA Council Meeting.