



Approved Code of Practice for **AGENTS REPRESENTING DRAMATISTS, DIRECTORS AND CREATIVES**

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.

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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 focuses 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 The 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 “no notice period” stance means the ability of the Client and Agent to terminate representation without a period of notice of termination being enforced.

2.6 Representation means to fulfil monitoring, accounting, remitting and related services.

2.7 The Agency Agreement refers to the terms of business of the agency as agreed in writing with each client.



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 Members are 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>

4.2 Members' 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.

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

4.4 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.

4.5 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.

4.6 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.

4.7 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.

4.8 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 DRAMATISTS, DIRECTORS AND CREATIVES

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- 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.

Dispute Resolution

- 7.1 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.
- 7.2 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 Council Member who shall use their reasonable endeavours to resolve it.
- 7.3 If the dispute is not resolved within 28 days of the referral being made the parties may resolve the matter through mediation.
- 7.4 The PMA will not intervene in any disputes involving a non-member.



Dispute resolution process

- 8.1 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.
- 8.2 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

- 9.1 Very minor cases of alleged breaches will be dealt with informally, with the objective of improving member conduct.
- 9.2 Where the matter is more serious, or where conduct has failed to improve, formal action will be taken as described below. 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.
- 9.3 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.
- 9.4 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.
- 9.5 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.