

HOW A TELEVISION COMMERCIAL IS MADE



I.P.A. OCCASIONAL PAPER No.9

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FOREWORD

'How a TV Commercial is made' formed the subject of an I.P.A. Exhibition held at 44 Belgrave Square from 20th—24th April 1959. The Exhibition was designed and mounted by Young & Rubicam, Ltd. at the request of the I.P.A.

The purport of that Exhibition, with a slightly expanded text, is reproduced here as Occasional Paper No. 9. The arrangement of the original script, and the form of illustration have been slightly modified for presentation in booklet form.

It is not intended as a comprehensive guide to the creation or production of TV commercials, but simply as an outline for students.

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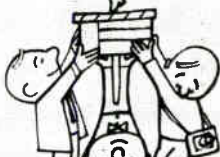
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THE COMMERCIAL



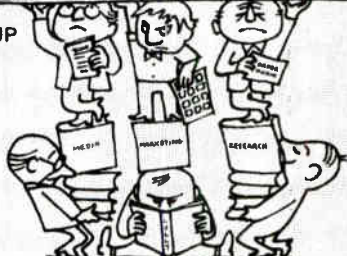
PRODUCTION COMPANY



AGENCY PRODUCER



AGENCY CREATIVE GROUP



MEDIA PLANNING

MARKETING AND
ADVERTISING POLICY

CLIENT, PRODUCT,
APPROPRIATION



HOW A TELEVISION COMMERCIAL IS MADE

ADVERTISING IS LIKE AN ICEBERG. The commercial or advertisement is the piece that shows. It is, or should be, the product of a process of planning and creation that stretches over many months in time.

Many decisions must be taken before the creative and production work can begin, such as:

What is the marketing policy?

What proportion of the total appropriation should be devoted to television?

What time lengths and media pattern?

Short, frequent commercials, or long ones widely spaced?

What is the copy policy?

What is the right technique—animated, live action or both?

THE CREATIVE SPARK

The creative work must be the sharp end of the marketing plan—the idea that puts the plan to work.

An agency creative director, talking about creative work, has said, 'our job is to resist the usual, if we are to jolt people out of their indifference and interest them in our message.'

A 60-second commercial may have £80,000 spent against it if it is shown 20 times nationally (for the statistically minded, this comes out at £1,400 a second, or £500 a word). But it is the creative work and execution that will decide what effectiveness

you get for your money, and which will finally make the difference between that £80,000 working like only £40,000—or like £100,000.

But the expenditure of so much money naturally generates a strong impulse to safety on everyone's part and this makes the creative man's job (of resisting the usual) a fight against the assembled forces of conformity.

The plan takes life with a creative idea, but it takes perspiration as well as inspiration to make that idea a commercial.

Ideas tend to start with words, so the commercial begins with a script and a storyboard.

The storyboard must be both a presentation piece to show the client the form of the commercial and a guide for the film company which will actually produce it.

Let us suppose that the agency has recommended a commercial combining live action and animation, i.e. cartoon work, and the client has accepted it.

PRE-PRODUCTION—THE FILM COMPANY

Before the commercial can be filmed, a production company must be chosen.

The choice of a production company and a director is one of the key questions confronting the agency producer. His problem is to get the finest animation, the best characterisations, the most skilful direction, lighting and editing available—at an economical cost to his client and with a reasonable guarantee of delivery.

He has a fairly wide range of companies to choose from both in Britain and on the Continent.

His decision will be governed by their individual resources, the quality of their product and basic price charged.

Having chosen the production company and agreed a price with them, all the details must be resolved before shooting begins. It can cost only a few shillings to change a press

1



Presenter plugs in mike.
Beams at tin.
1 1/2 seconds silence
(To himself) Here we are.

2



Checks off props etc ...
Tape recorder

3



etc ...
Delicious Heinz Vegetable Soup
... ahem ...

4



Satisfied he switches on tape
m/c which squeaks and splutters
And now to record my message-
switch on the trusty tape
recorder.

5



He thumps machine energetically
as it 'plays up'.
(FX - tape m/c)
1 hhi Ahem - ahem.

6



He proceeds when m/c is working to
his satisfaction.
You and Heinz together serve
Heinz Vegetable Soup.

7



Cut to live action of vegetable
soup on soup plate.
So tasty, so full of tender
vegetables.

8



Pouring from thermos flask.
Hot and nourishing with a packed
lunch

9



CU of soup in cup - spoon comes
in.
And this is how it looks to you
when you drink it watching
television.

10



Cut to animation - presenter
replacing picture.
That's got it ... taped!
Silly me.

11



He switches m/c rewind (FX)
and then starts m/c.
Now, let's play it back.

12



He repeats action in time with
recording.
You and Heinz-together ...

13



Which goes faster until tape
breaks and flies everywhere.
Serve-Heinz-vegetable-soup-so-
tasty-so-full-of-vegetables hot
and noursoooo ...

14



He starts at smoking m/c.
How peculiar -

15



Pulls himself together.
What I meant was you'll love ...

16



Pack shot.
Heinz Vegetable Soup.

advertisement, but an error in a TV commercial can cost some hundreds of pounds to put right.

A contract for production must also be made, and there is now a standard form of contract agreed between the I.P.A. and the Association of Specialised Film Producers. (See appendix D.)

Since we're talking about a commercial combining live action and animation, it may well be that two companies will be chosen—one for the animation and one for the live action.

BRIEFING THE PRODUCTION COMPANY

If the work of the production company is not to be run-of-the-mill or off-the-track, there must be close liaison with the agency creative and production people.

Expensive mistakes can only be avoided and the maximum contribution can only be made if the director, lighting cameraman, and other key production personnel spend somewhat costly hours going over the script and storyboard *before* getting on the set.

Here are some of the questions that have to be answered.

Has the storyboard been cleared with the programme contractors?

Will specially drawn packs be needed for TV?

Remember, the camera is colour blind. What about the style and décor and fashion of the live action shots?

Whose voice is to be used?

Would a musical background be an advantage?

What about 'supers'?

When can we see a 'rough cut'?

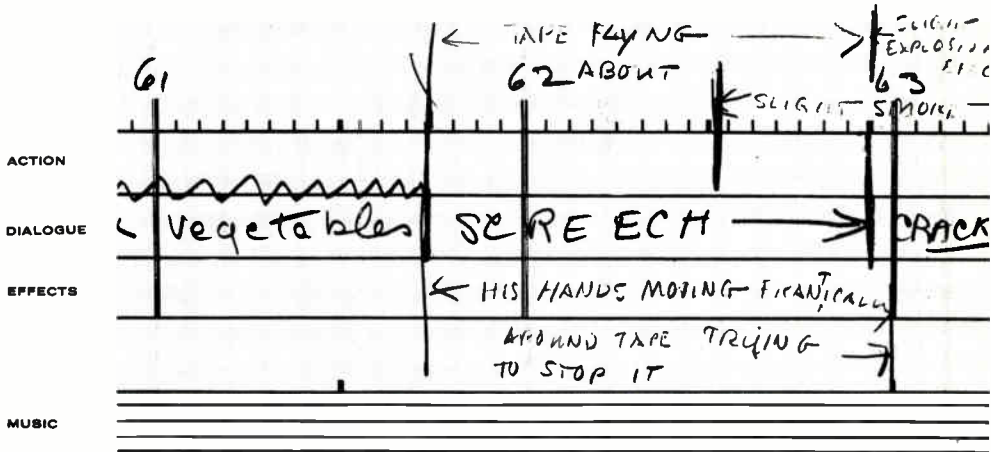
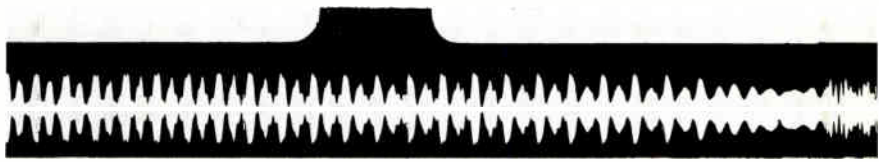
How about casting?

Should the production company or the agency supply the 'props'—dresses, crockery, etc?



THE CHARACTER

Next, between the animation production company and the agency, character sketches must be worked out and agreed. In a case like this, where the character is very important, many dozens of sketches may be drawn before arriving at the final design.



THE VOICE

What will it sound like? Before the character can live, he or she must have a voice. Many voices will be tested before the choice is made.

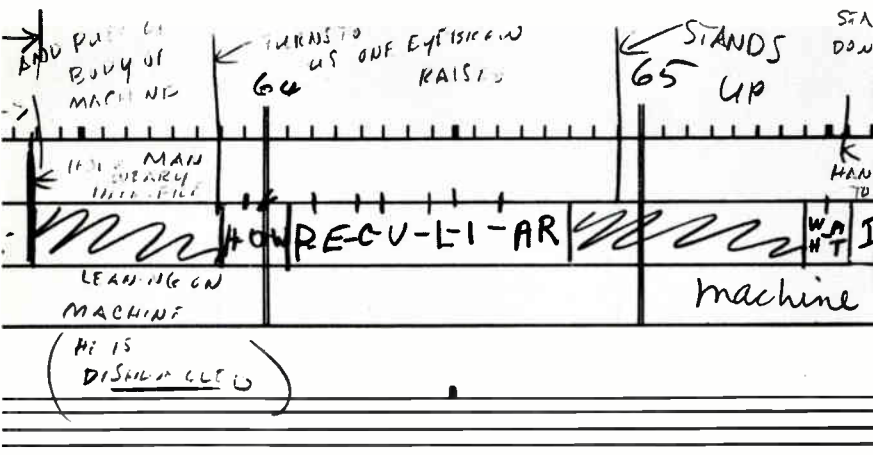
The chosen performer will be given a contract under terms agreed with Equity (the actors' union). This guarantees a minimum of £7 with proportional repeat fees for subsequent showing. 20 showings on all stations will bring a further 32 guineas. Some actors command much more.

Once the voice is chosen, it must be recorded on a sound track. The sound track is always made before animation begins. This calls for a recording studio and sound engineer.

Recording for a commercial demands very exact timing. In a 30-second commercial there must be exactly 28 seconds of sound—a 60-second commercial, 58 seconds.



TRACK

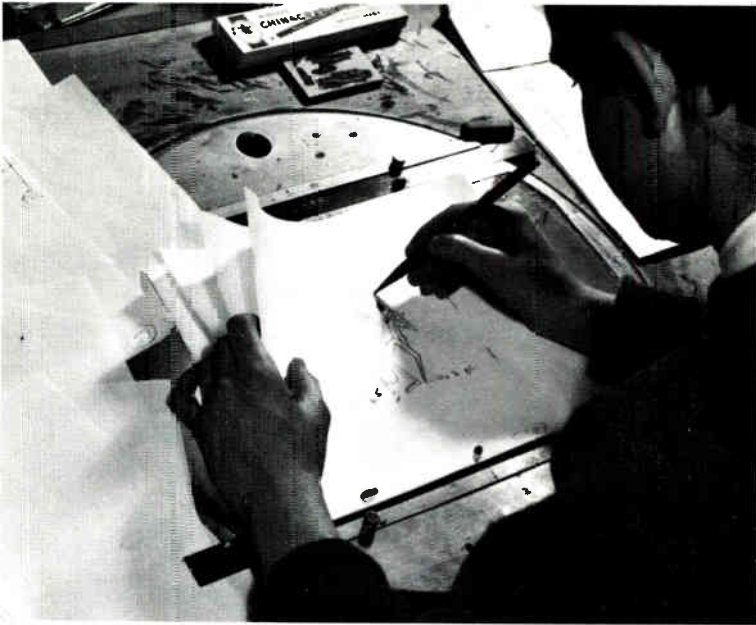


The sound track must also be correctly 'balanced'—that is to say the voices, effects and music must be recorded in relation to one another so as to get the maximum possible clarity.

THE ANIMATION

All movement on film is an illusion. Every second 25 photographs pass before your eyes, each slightly different from the one before. Your eye blurs the differences, and the picture seems to move. This is the principle of animation. There can be between 900 and 1,100 separate drawings on a 45-second commercial, and to get the action moving exactly in time with the sound track requires very careful planning.

Here's how it's done. The 'pictures' (modulations) of the sound on the photographic sound track are 'read', the action being broken down on what is called a bar sheet. The director



a

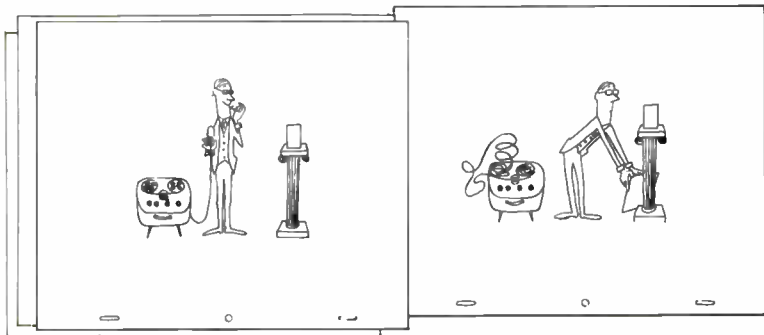
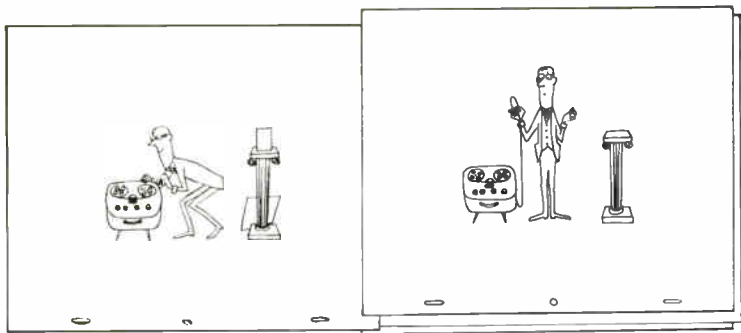
then briefs the animator and gives him his timing.

Now the animator (a) draws his figures many times on specially registered paper sheets so that the action moves in synchronisation with the sound track 'in sync.'

These drawings (b) are then photographed in sequence by an animation camera to check that the action is correct. The result is called a pencil test or line test. At this stage, changes asked for can still be made without too much difficulty.

The animator's drawings are then handed to the trace and paint department where the outlines of the characters are traced on to sheets of cellophane (cels); these are checked carefully for accuracy to ensure smooth animation. It is at this stage that the different tones (or colours) are painted on (opaquing) to fill in the outline.

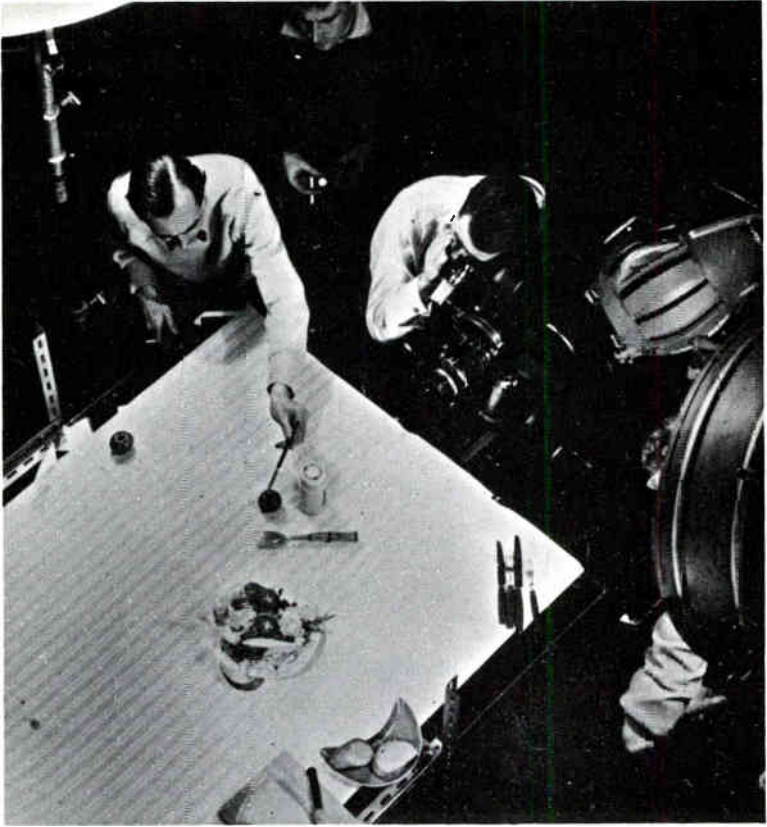
These cels are then shot in sequence by the animation camera (c) to produce the finished visual (animation) part of the film.



b



c



THE LIVE ACTION

Next, the live action. Just photographing some soup should be easy. But photographing it so that it looks really good on television—that's something else again.

Unless considerable skill is used a plate of baked beans when photographed will look like cold, unappetising buckshot.

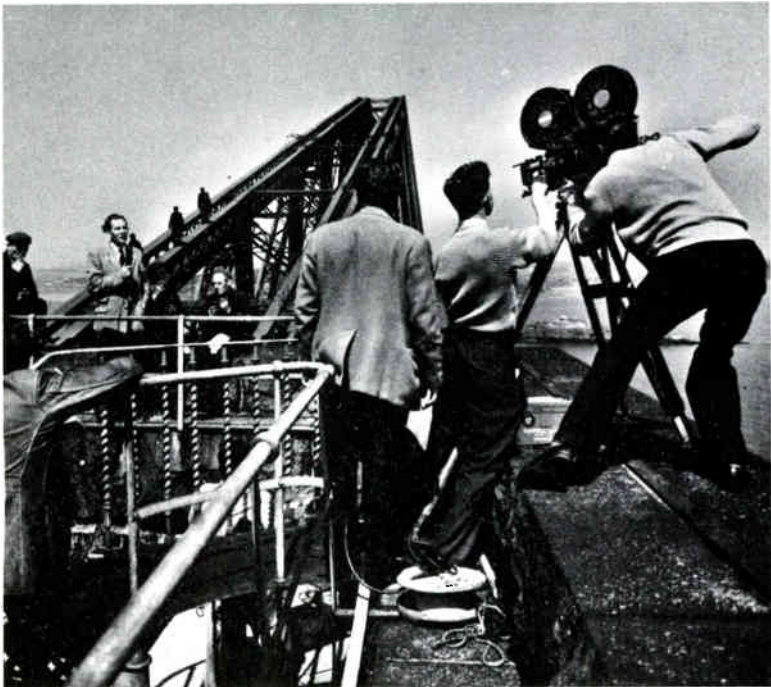
To get it *right*, and looking appetising so that it comes over realistically, calls for special skills, special lights and a lighting cameraman of very high calibre. It may also call for an agency art director to compose the picture, stylists to choose exactly

the right crockery and table settings, and a home economist/cook to keep a constant supply of the product, piping hot so as to produce steam, and cooked to exactly the right consistency. 'Dry ice', sometimes used for faking, is a poor substitute for real steam.

It may require twenty 'takes' and this means twenty freshly prepared plates of food, to get *one* satisfactory ten-second sequence.

And if this is the case with food, how much more so with actors and sound.

It can take a day's shooting (starting at 8.30 a.m.) to get a minute of live action 'in the can'. An example: 8.30 a.m. to 6 p.m. 'on location' on the Forth Bridge for a sequence that lasted 40 seconds.





PUTTING IT TOGETHER

All the pieces come together in the cutting room. The editor joins the animation to the live action, and matches them to the sound track which is on another strip of film. The result is two pieces of film exactly the same length, one carrying the picture, the other the sound. This is a 'double head', and can be shown on a specially adapted projector, capable of running the sound and visual film strips in synchronisation.

THE FINAL STAGES

A 'double head' superficially looks like a finished commercial. But there are many technical processes to be gone through before it becomes one. A matter of weeks may be needed to complete the optical work on the picture, the dubbing of the sound track, and their combination to produce a finished print.

1. The commercial is generally first shown to the client at 'double head' stage. Details of editing can still be altered, as the master negative has not yet been cut.
2. In the laboratories the optical work ('supers', 'wipes', 'mixes') is done.
3. The sound track also is worked on. Sound levels are evened out, effects and music added—a process of double recording called dubbing.
Only when all the above stages have been finally approved is the master negative cut.
4. Sound track and picture are printed on one film to produce a 'married' or combined print.
5. Now called an answer print, the finished commercial must again be shown to the client for final approval, but any alteration at this stage might mean that the whole process would have to be started all over again. Studios, crews, actors and so on would have to be hired at inevitably great expense.
6. Further prints are taken for distribution to the various television companies. These alone may cost £70.

ON THE AIR

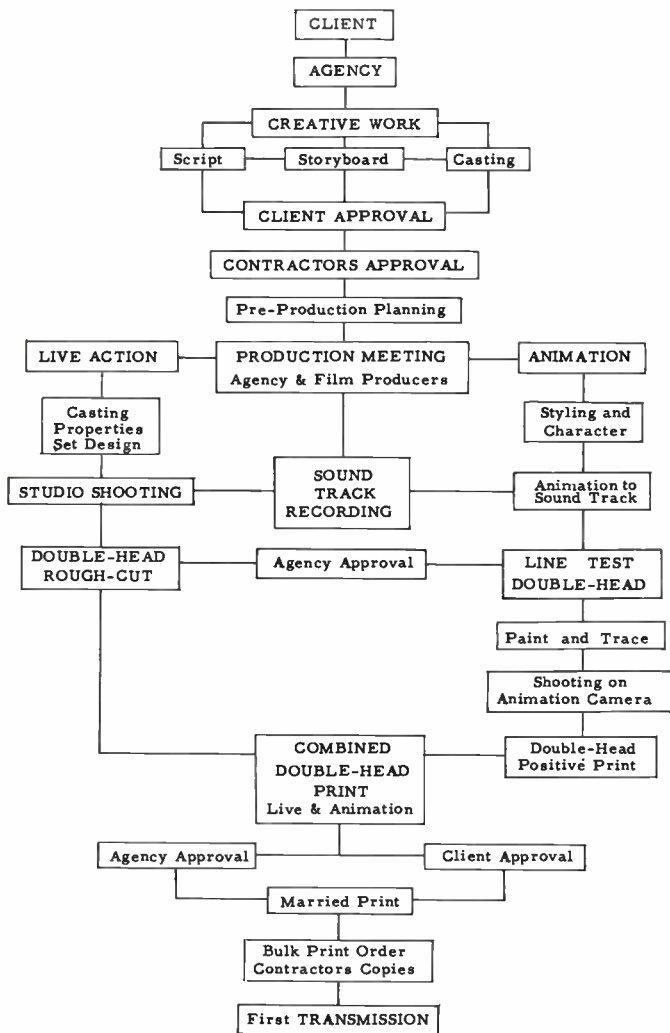
Two weeks later the commercials will be on the air—with the opportunity of influencing 28 million potential viewers. In 8 million homes commercial television is watched on average for 3 hours a day. The average TV commercial is seen by 10½ million adults; *but* your commercial is competing with a hundred others for their interest and attention each evening it appears.



APPENDIXES

APPENDIX A

PROGRESS CHART for COMBINED ANIMATION and LIVE ACTION
FILM COMMERCIAL



APPENDIX B

SOME TECHNICAL TERMS USED IN THE PRODUCTION OF TELEVISION COMMERCIALS

Animation. The process whereby drawings are made to appear to move—usually diagrams or cartoon characters.

Audio. The sound—as opposed to the visual—part of a commercial.

Casting. Selection of artists.

Cels. The sheets of celluloid on which the drawings for an animated film are done.

Character Sketches. Provisional sketches of main characters and background treatment to establish styling of cartoon.

Cut. A complete and instantaneous change from one scene to the next, i.e. from action in long shot to action in close up. The simplest way of changing from scene to scene.

Double Head. A rough assembly of the film in its correct sequence, but with the visual on one film strip and the sound track on another (either optical or magnetic). The two separate strips are projected in sync. by a specially adapted film projector.

Double Head (Cartoon). The cartoon film strip with its associated optical or magnetic sound track strip, prepared for synchronised projection.

Double Head with Optical. The stage when the visual film strip has all its opticals incorporated, and the sound track is complete and dubbed, but the two films are not as yet married into one combined film. Final adjustments are still possible at this stage.

Dubbing. Electronically mixing all the sound tracks required, i.e. voice effects, music, etc., on to one single sound track.

Editing. The skilled technical process covering much of the work on a film after it has been shot. This work will include the cutting together of the individually shot scenes into a logical and flowing sequence (both visual and sound film). The editor will carry the film through all its various stages from the initial rushes to the transmission prints. Among the many processes covered by the work of an editor are those of recording, dubbing, post-synchronising supervision, the marking up of the double head film for opticals and the ordering of such opticals, the ordering and checking of prints, etc.

- Fades (in or out).* An optical process whereby a scene is faded out to blackness (fade out). A fade in is the reverse, and can be used in conjunction with the fade out to indicate the termination of a filmic theme and the commencement of a new one.
- Frame.* One individual picture of a reel of film. The term is also applied to a sketch drawing of an individual scene in a film.
- Leader.* A length of blank film strip attached to the beginning of a film. The leader is required for lacing the film into a projector.
- Line Test.* A stage in animation. Pencil drawings are made on paper of all animation movements. These paper sheets in layers, with the background line drawn as a base, are illuminated from below and filmed on a line test camera. This gives a negative of white lines on black (or the reverse as a print) showing the entire animation plan of the film. Paper edges and other markings are also visible, and line tests must only be translated as a guide to animation movement. (10-14 days from receipt of sound tracks.)
- Lip Sync.* Speech synchronised with the lip movements of the actor(s) in vision.
- Live Action.* Situations filmed as they actually happen in front of the camera, as opposed to animation, stop motion, or special effects.
- Magnetic Sound Track.* A sound track recorded on magnetic tape, in much the same way as on a domestic tape recorder.
- Married Print.* After the sound and visual negatives have been cut, the first combined positive print taken off is called a married print. This print may also be called a check print or answer print.
- Matting.* This is an optical overprinting process which can be used to superimpose one set of pictures over another—e.g. cartoon figures over live action sequences.
- Mix or Dissolve.* A smooth change from one scene to another achieved by optical printing. The original scene is slowly faded out as the new scene fades in. A dissolve usually takes place over a period of one to two seconds, and is used to indicate a lapse of time between the scenes involved.
- Opticals.* Optical effects—wipes, dissolves, fades, flip overs, iris wipes, etc. They are introduced into the film where desired by technical processes carried out in the laboratories. Superimposed messages—'supers'—come under the category of opticals.
- Optical Sound Track.* A sound track recorded visually on film. It takes the form of patterns of variable area or density, representing the modulations of the sound.

Pan. The movement across the plane of vision—horizontally, diagonally or (rarely) vertically—to carry the field of view to the desired point. Track and pan can be combined in most studios, either with a camera mounted on a dolly on tracks, or, for three-dimensional movement, with a camera on a crane.

Photostat. A mechanical means of reproducing drawings, storyboards, etc., by photography. The reproduction is economical and can be made rapidly. The quality of the reproduction is of course not up to studio portrait standard.

Properties. Usually abbreviated to 'props' include all items required to dress the 'set'. Items such as furniture, light fittings, carpets, etc., are props. The term 'action prop' is sometimes applied to a particular item vitally necessary to the action of the scene, such as a pair of duelling rapiers if the scene is a duel.

The term 'props' is also applied to the technician responsible for handling properties.

Recording. The mechanical process of recording sound on to magnetic tape or optical film. Speech, music and effects may be recorded separately and will eventually be dubbed on to one single sound track. When lip-synchronised recording is called for it will be done in the studio at the same moment as the visual film is shot.

Rough Cut. A rough assembly of the selected live action takes cut together by the editor to the approximate length and in the correct sequence.

Rushes. Rush print of all takes of the live action. The director selects the takes he requires from the rushes, and they are edited to a rough cut.

Screen Proportions. The proportional relationship between the width and height of the screen picture size.

The picture proportions vary considerably in cinema screens and can range from the standard proportion of 1.33 to 1 up to Cinemascope (with magnetic stereophonic sound track) of 2.55 to 1.

In shooting films for television the slight difference in screen proportions between the standard 1.33 to 1, as registered by a cinematograph camera, and that of the television screen 4 to 3 on which the film will be transmitted must be allowed for in composing the shot.

Most film cameras used in studio shooting have the television area marked on their viewfinders so that immediate allowance can be made for the variation in screen proportion.

Stop Motion. (Sometimes called 'stop frame'.) A trick technique used for animating inanimate objects such as puppets, products wrapping or unwrapping themselves magically, etc. This technique involves filming the inanimate object one frame at a time with progressive movements of the object being made in between each individual shot. The completed film when projected at normal speed gives the impression of smooth and progressive action.

Supers. Visual messages—usually key phrases, prices, etc., superimposed on the action of the film.

Tracing and Opaquing. A process in animation. The animation drawings (which may be roughly executed for a quick line test) are cleaned up. These are then *traced* on to sheets of transparent celluloid, and the outline filled in (*opaqued*) to the approved character colour scheme. The completed cels are then photographed frame by frame over the appropriate backgrounds.

Track (or Truck) in or out. Movement of the camera towards or away from the object being filmed, to make it appear larger or smaller; focus being adjusted to keep the object sharp. The movement is achieved by mounting the camera on a mobile 'dolly' usually running on pre-set tracks.

TV Packs. It is normal practice when filming a pack for TV transmission, to prepare a special dummy pack reproduced, by photographic means, in monochrome. The resulting tone values of a coloured pack, when transmitted on television, can be more easily established and controlled by using a specially prepared monochrome version of the original for filming.

Video. The visual part of a commercial.

Video Tape. A new process whereby moving pictures, as well as sound, can be recorded on tape and 'played back' as required.

Voice Over. Where the words of a commercial are not spoken 'lip sync'.

Wipes. A number of standard wipes can be optically printed, the effect of which is to make the new scene wipe away the preceding scene. *Examples:* (1) Centre to side—the new scene breaking up the old scene from centre to side. (2) Turnover, when the frame appears to turn over, revealing the new scene on the reverse side. Wipes can be a very effective quick change when a cut is filmically unsound.

Zoom. A very fast tracking movement, made by either trick shooting with a normal camera or a zoom lens. The latter method involves an expensive piece of optical equipment with compensating lenses which automatically keep focus despite fast speed adjustment. The camera normally remains static and the movement is achieved by the lens itself.

APPENDIX C

SOME HELPFUL BOOKS ON TELEVISION ADVERTISING

CREATIVE

The Television Commercial. Harry Wayne McMahan, Hastings House,
New York.

CREATIVE AND PRODUCTION

Television Advertising. Agnew and O'Brien, McGraw-Hill.

Commercial Television. Wallace S. Sharps, Fountain Press.

How to Succeed in TV Without Really Trying. Shepherd Meade,
Boardman.

REFERENCE

Kemp's Film and Television Directory.

The Television Year Book. Business Publications.

Television in Britain. Political and Economic Planning.

Prospects for Television. Political and Economic Planning.

Regulations for the Employment of Performers in TV Filmed Commercials.
I.P.A./A.S.F.P./Equity.

Regulations for the Employment of Performers in TV Live Commercials.
I.P.A./A.S.F.P./Equity.

Agreement for the Production of Television Filmed Commercials

approved by

**Association of Specialised Film Producers
Institute of Practitioners in Advertising**

An Agreement made the..... day of.....

19..... BETWEEN

(hereinafter called the Company) of the one part and.....

.....
(hereinafter called the Practitioner) of the other part Whereby it is Agreed That subject to this Agreement and to the conditions agreed overleaf (hereinafter called "The Conditions") by the Association of Specialised Film Producers and the Institute of Practitioners in Advertising and signed by them on 1st June, 1959, and for the time being in force or any agreed variation thereof made by the parties hereto in writing and for the consideration hereinafter appearing the Company agrees to produce and the Practitioner agrees to accept the under-mentioned advertising film(s) for television transmission:—

Films (Company's reference).....

(Practitioner's reference).....

Playing time in seconds.....

Technique(s).....

Product advertised.....

Colour/Black and White

Consideration—(Subject to variations (if any) pursuant to Conditions 5, 8 and 10)

Cost of production (including one 35 mm. and/or one 16 mm. print.)*	£
*(Delete as applicable)	
Cost of additional copies.....35 mm. at.....	£
.....16 mm. at.....	£
<hr/>	
Gross Cost	£
Less commission at 15%	£
<hr/>	
Net cost	£
<hr/> <hr/>	

Delivery date(s) for answer print(s).....

Delivery date for exhibition copies.....

Terms of Payment:

- Production:** 50% upon the signing of this agreement
50% upon approval of answer prints
- Copies:** On delivery

Special Requirements

1. Stills will/will not be required.
2. Insurance of negatives will/will not be required. (See Condition 12)
3. Fine grain prints will/will not be required.
4. 16 mm. print(s) will/will not be required.
5. Sound tracks will be supplied by the Practitioner as specified hereunder:—
6. Artistes to be supplied and paid by the Practitioner (see Condition 3) are specified hereunder:—

(Signed).....
For and on behalf of:

.....

(Signed).....
For and on behalf of:

.....

CONDITIONS

1. The Company shall produce the film(s) generally in accordance with the requirements and/or treatment and/or script and/or artwork and/or storyboard supplied to the Company or approved by the Practitioner. When such requirements and/or treatment script artwork or storyboard are supplied by the Practitioner they shall be supplied by a date to be agreed with the Company.
2. The Company shall submit to the Practitioner for its approval such of the following items as may be required by the Practitioner and shall not proceed (with the work affected) until such approval (which shall not be delayed or unreasonably withheld) has been obtained provided always that in the event of any delay in the giving of such approval by the Practitioner the period of time resulting therefrom shall be added to the delivery date:—
 - (a) selection of all artistes and/or commentators and their basic studio fees, scale of use fees and other terms of engagement;
 - (b) full particulars of any arrangement directly or indirectly related to the films the number or period of transmissions or methods of use where the fees are payable by the Practitioner;
 - (c) "jingle" and/or music score;
 - (d) recorded sound tracks;
 - (e) key drawings and/or line tests for cartoon films and/or cartoon sequences and/or for diagrammatic sequences and titles;
 - (f) final cut of working print with sound;
 - (g) answer print(s).
3. Where artistes or other performers are provided and paid for by the Practitioner directly under separate contract a statement declaring this shall be included in paragraph 6 of the Special Requirements of the Agreement.
4. The Practitioner shall have the right to provide an accredited representative to be in attendance during live action shooting and/or recording sessions for consultation and decision as may be necessary relative to the advertising content of the film. If the Practitioner is not represented then the on-the-spot decision of the Company relative to such live action shooting and/or recording work must be accepted insofar as it relates to the advertising content of the film.
5. The Company undertakes to obtain the necessary rights in respect of such dramatic literary or artistic work library material and music as it may supply for the film(s) and to indemnify the Practitioner against all actions claims and demands in respect of the use of the said works material or music (performing rights excepted). All rights in this Condition are non-exclusive except that in respect of the completed film(s) and all other cases where the Company is the owner of or has the right to assign the exclusive copyright in any or all of the foregoing work (library material excepted) the Company hereby assigns such copyright to the Practitioner subject to the following conditions:—

- (a) The Practitioner shall obtain the written consent of the Company (which shall not be unreasonably withheld) in order to use or permit to be used, any part of the film(s) or the music and other sound synchronised therewith for or in connection with the production of any other films.
 - (b) Any character(s) jingle(s) and/or music score exclusively created by the Company in the course of the production of the film(s) shall not be used outside the film(s) without the written consent of the Company and upon payment of such sum(s) as may be agreed with the Practitioner.
 - (c) The Company shall supply to the Practitioner all exhibition copies required of the film(s) produced by it at the rate per copy set out in the Company's price-list current at the time the copies are ordered (subject to the provisions of Condition 8).
 - (d) After the film(s) shall have been completed in accordance with the agreement all alterations or additions to the film(s) required by the Practitioner shall be made by the Company at a price to be agreed between the Company and the Practitioner.
 - (e) The Company shall agree to the television transmission of the film(s) in countries outside the United Kingdom upon payment to the Company by the Practitioner as specified in the first part of the schedule hereto.
 - (f) The Company shall agree to the exhibition of the film(s) in cinemas in the United Kingdom and elsewhere upon payment to the Company by the Practitioner as specified in the second part of the schedule hereto.
6. It is agreed that in respect of the delivery date(s) referred to in the Agreement time shall be the essence of the contract and if the Company shall fail (except for the reasons set out in Condition 17) to deliver the film(s) to the Practitioner on the said delivery date(s) then the Practitioner may terminate the Agreement forthwith by written notice to the Company and thereupon the Practitioner shall be entitled to recover and the Company shall on demand pay to the Practitioner as liquidated damages and not as a penalty all sums theretofore paid or advanced by the Practitioner to the Company pursuant to the terms of this Agreement.
7. The Company undertakes and the Practitioner agrees that the artistes musicians and technicians including craft grades engaged in the production of T.V. filmed commercials, will be employed under the terms and conditions of the appropriate Trade Agreement made by the Association of Specialised Film Producers with British Actors' Equity Association the Association of Cinematograph Television and Allied Technicians the Electrical Trade Union the National Association of Kinematograph Employees and/or other Trade Union or of any amendment thereto that may be agreed from time to time.

8. If by reason of Trade Agreement there are any variations in the emoluments payable to artistes musicians and technicians including craft grades or any of such persons engaged in the production of the film(s) and exhibition copies including processing thereof the effective date of which is prior to the delivery of the film(s) and/or exhibition copies it is agreed that the contract price shall be adjusted to the extent necessary to give effect to such variations.
9. The Practitioner shall be responsible for such fees as may be payable to artistes and other persons calculated and assessed by reference to the number or period of transmissions or methods or area of use.
10. If during the course of production the Practitioner or its representative referred to in Condition 4 requires the Company to carry out any extra work arising from alterations in or departure from the approved treatment and/or script and/or artwork and/or storyboard and/or any additions to revisions of or other changes in the film(s) made at the request of the Practitioner or its representative the Practitioner agrees to pay such additional charges as are reasonable. A written estimate for the aforesaid extra work shall be prepared by the Company and agreed with the Practitioner or its representative and if time or circumstances do not permit of a written estimate to be made the verbal approval of the Practitioner or its representative shall be obtained for the payment of such additional charges before any such extra work is put in hand and this approval shall be binding.
11. The Company shall be responsible for the safe keeping of the negative during production of the film(s) and during its laboratory processing and at all other times up to the delivery of the first approved print(s) to the Practitioner at which time the ownership of the negative shall vest in the Practitioner.
12. The Company shall store the negatives at the Practitioner's risk for a period of one year. If at the expiration of one year after the delivery of the answer print the Practitioner shall require the Company to continue to store the negatives the Company shall do so at the Practitioner's risk and expense and if the Practitioner shall not so require it shall notify the Company which shall deliver the negative. (See Special Requirement No. 2 of the Agreement.)
13. If the Company is required to provide at the Practitioner's expense fine grain prints it shall accept responsibility for them in the same way laid down herein for negatives in Conditions 11 and 12.
14. The Practitioner agrees that any sound record included in the film(s) the rights of which have been obtained by the Company shall not be used distributed or released for any purposes other than the reproduction of sound in conjunction with the showing of the film(s) unless written permission is first obtained from the Company such permission not to be unreasonably withheld.
15. (a) The Practitioner agrees in addition to those matters falling within Condition 5 to indemnify the Company against all actions claims or demands which may arise out of the aural or visual content of the completed film(s) or any exhibition thereof.

- (b) The Company agrees in addition to those matters falling within Condition 5 to indemnify the Practitioner against all actions claims and demands which may arise in respect of:—
- (i) any of the processes used by the Company and/or apparatus of any kind supplied by the Company in connection with the production of the completed film(s);
 - (ii) the employment by the Company of any other person firm or company as employee or sub-contractor in the production of the said film(s).
16. The Company shall comply with and maintain the technical requirements and standards set by the Independent Television Authority Programme Contractors which are in force at the date of signing of the Agreement.
17. If the Company shall be prevented from proceeding with the production of the film(s) or the Company or the Practitioner shall be prevented from complying with the conditions on their part herein contained by reason of *force majeure* act of God strike lock out fire riot civil commotion national calamity order of a Public Authority enemy action steps taken to repel the same or any other cause similarly beyond the control of the parties hereto the same shall not be deemed as a breach of this Agreement by the Company or the Practitioner nor shall either party be entitled to receive damages therefor but all dates mentioned herein shall be correspondingly postponed until work on the film(s) can be completed provided that if the period of postponement shall be prolonged for more than one month either party may give to the other written notice whereby the Agreement shall cease and determine forthwith and thereupon the parties hereto shall agree on what sums shall be due to the Company for the work already performed by it or for which the Company is irrevocably committed and in default of agreement the matter shall be referred to arbitration in accordance with Condition 20 hereof.
18. If the Agreement is cancelled by the Practitioner for reasons other than those contained in Condition 17 hereof the Company shall be entitled to recover and the Practitioner shall on demand pay to the Company as liquidated damages and not as a penalty the sum earned by the Company for work carried out up to receipt of the notice of cancellation and such further sum (if any) in respect of commitments undertaken by the Company.
19. The Company shall not be responsible for the acceptance by the Independent Television Authority or by a Programme Contractor of the film(s) produced hereunder.
20. Any question or difference arising as to the rights and liabilities of either party shall be referred to the arbitration of an arbitrator to be appointed in default of agreement by the President for the time being of the Law Society. Any such arbitration shall be in accordance with the provisions of the Arbitration Act 1950 or any statutory modifications or re-enactment thereof for the time being in force.

THE SCHEDULE

PART I

For the television transmission of the film(s) in areas outside the United Kingdom the following fees shall apply:

- (a) In any single country: £1 per foot of film.
- (b) In any one of the following territorial areas:—
 - (i) Europe
 - (ii) British Commonwealth (excluding Canada)
 - (iii) North America (i.e. U.S.A. and Canada) } £2 per foot of film.
- (c) Throughout the world: £3 per foot of film.

PART II

For exhibition in cinemas the same fee scale shall apply as in (a), (b) and (c) above.

- NOTES: 1. For combined television transmission and cinema exhibition the fee scale shall be as set out in (a), (b) and (c) of Part I above plus 50% (i.e. £1 10s. 0d. per foot for (a); £3 per foot for (b); £4 10s. 0d. per foot for (c).)
2. The fees referred to above do not include payments (if any) to artistes and other persons for which the Practitioner is responsible under Condition 9.

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