

APA

Advertising Producers Association

20

things you should be asking the APA about

MAKING SURE YOU GET THE MOST OUT OF YOUR APA MEMBERSHIP

1 **UNFAMILIAR PRODUCTION CONTRACTS**

Productions between UK agencies and production companies will be on the standard APA/IPA/ISBA format - a great advantage to advertisers, agencies and production companies because they set out responsibilities very clearly and incorporate industry learning. You may though get other forms of contracts from overseas agencies or advertisers direct. We will look at them for you and help you make changes where they are needed to protect your interests.

2 **ANY AGREEMENT YOU ARE ENTERING INTO**

Whether with a service company, director, freelance producer, employee, client, artist, performer of a dangerous activity or overseas agency, we have a template contract that will be a good starting point. If we don't have a useful template, we will create an agreement for you.

3 **WRAP INSURANCE**

Increasingly advertisers and agency network are requiring that they insure the production. You need to know that you will be protected in the event of a claim, so send us wrap insurance documentation you receive and we will tell you/fix it. We have agreed a form of addendum with Omnicom and WPP, in respect of their agencies and can advise you - together with your own insurance broker - on getting the paperwork correct, to ensure you have proper cover and the agency takes over contractual responsibility to insure.

4 **RECOMMENDED CREW RATES AND TERMS**

Questions on the recommended crew rates and applying them in practice.

5 **PRODUCTION ISSUES**

Help on problems that arise - postponements, extra costs, directors non-appearance, location issues, stunts and dangerous activities, visas and equipment issues.

6 **LATE PAYMENT**

Helping you chase payments, through advice on options and formal procedures.

7 **COPYRIGHT ISSUES**

Can you film something without infringing copyright? You have caught something on film and would like to include it - but would you risk infringing copyright if you do so? We can talk you through the legal position, options and practical risk, to help you make the best decision.

8 **SAFE-TO-SHOOT COUNTRIES**

For overseas shoots, ask about territories you are considering that you think might be risky. We can share the views of Government departments and (with their permission) other APA members who have shot their recently and tips they have.

9 SERVICE COMPANIES

Shooting in a new country? We can offer you advice on the best service companies, both from Global Production Network and from other APA members who have shot there.

10 DISPUTES

You are in a dispute with an agency. Under the standard contract, there is a formal disputes procedure – mediation and arbitration. That means that a dispute can be resolved quicker than through court proceedings and substantially more cheaply, by avoiding lawyers fees. Before that though, we will endeavour to resolve a dispute (under your instruction as to your objectives) informally, with the agency direct and/or with the IPA. Very often it is possible to resolve disputes in this way.

11 HEALTH AND SAFETY

We have a suite of draft documents that make it as easy as possible for you to meet your legal obligations in respect of health and safety.

12 IS IT BUSY OUT THERE?

Share and get our view of the current state of the market. We can offer information and support.

13 SHOOTING WITH CHILDREN AND ANIMALS

We have practical detailed guidance on both. Easy to follow but ask us about issues that arise.

14 NEW CLIENT POLICIES AND PROCUREMENT ISSUES

You are asked to participate in a procurement process. A client asserts that it is their policy to pay a reduced mark-up, or shoot all their commercials through a low cost centre, or put all their work through a reverse auction on the internet. They may assert that other companies are participating. What is the truth? It is critical that you ask us about these issues when you are approached. We can share advice and information – and we only have that information by your sharing it with us.

15 NON DISCLOSURE AGREEMENTS NDA's, or CONFIDENTIALITY AGREEMENTS

There is a standard APA/IPA NDA. Many agencies won't use it. Send us ones you receive and we will review them. Broadly they work if they are only about confidentiality and don't contain a penalty clause. They don't when they are grants of rights and non-compete documents masquerading as NDAs.

16 MARKETING AND APPROACHING CLIENTS DIRECT

We offer marketing advice and access to marketing strategies through trusted third parties.

17 **HELP WITH OVERSEAS MARKETS**

Through our experience of running events with agencies in Japan, China, Korea, India and the US, we have expertise in marketing to them and connections to share.

18 **ANIMATION RIGHTS**

Original animation belongs to the production company - it retains copyright. If the agency decided that the animation created for the film is such a success that they want to use it in other iterations, we can help you decide what a fair basis for the fee for such additional benefit should be.

19 **HOW CAN I GET THE MOST OUT OF MY APA MEMBERSHIP?**

Make sure you are asking the questions above - and we are happy to meet and go through the APA services with your team, so they all understand how to derive the maximum benefit from the APA. Plus look out for and come to our many events.

20 **WHEN ARE YOU GOING TO CANNES?**

Traditionally producers start asking us this in January, in an effort to cheer themselves up with thoughts of sunshine.

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