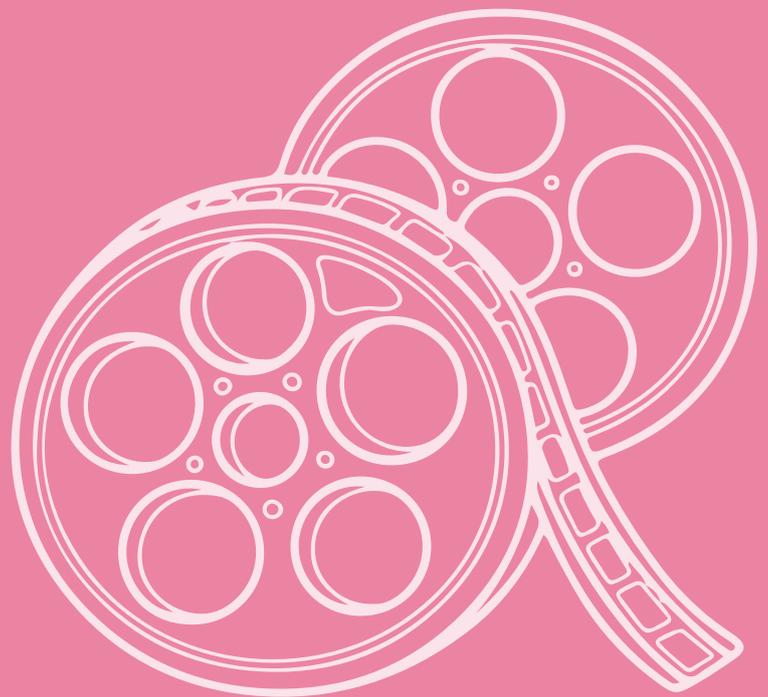


# Behind the Scenes: The Realities Facing UK Audiovisual Performers

Highlights from 'UK Audiovisual Performers: A survey  
of earnings and contracts'



CREATe

BECS

## Researchers

**Arthur Ehlinger**, Researcher and Knowledge Exchange Officer

**Amy Thomas**, Lecturer in Intellectual Property and Information Law

**Martin Kretschmer**, Professor in Intellectual Property Law

**Michele Battisti**, Professor in Economics

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**Any enquiries about this report should be sent to Arthur Ehlinger  
([arthur.ehlinger@glasgow.ac.uk](mailto:arthur.ehlinger@glasgow.ac.uk))**

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# About this Report

This Highlights Report is a companion to the 'UK Audiovisual Performers: A survey of earnings and contracts' report. Both reports were developed by CREATE, who were commissioned by The British Equity Collecting Society (BECS) to conduct independent research into the earnings and contracts of UK-based audiovisual performers. The Highlights Report presents the key thematic findings from focus groups and interviews with performers (more details of which can be found in the Appendix) and corresponding survey data from a survey of BECS members, totalling 2,469 respondents.

# Policy Context

The 'behind the scenes' working conditions for performers gained prominence during the high-profile SAG-AFTRA strikes of 2023 - the largest withdrawal of creative labour in Hollywood history. These strikes highlighted two key issues impacting the sustainability, diversity, and welfare of the performance industry at large: first, that new modes of distribution, particularly streaming, have disrupted traditional routes to payment for performers; and second, that disruptive technologies, particularly generative AI, have accelerated concerns around (creative) labour displacement.

Whilst performers' livelihoods should be contextualised around the broader trajectory of declining earnings and working conditions for creators worldwide, the specific subset of audiovisual performers examined in this report is highly relevant for policymakers. In 2022, the UK Government left open the possibility that performers' rights should be 'kept under constant review', following two earlier Parliamentary Select Committees in 2022 and 2023<sup>[1]</sup>. And indeed, there remain meaningful legislative gaps in the protections offered to audiovisual performers in the UK which bear further exploration and, if appropriate, rectification, and which this report can inform.

First, policymakers have been invited to consider<sup>[2]</sup> the extent to which protection from 'performance synthetisation' (e.g., creating a digital sound or look alike of a performance) is required. At the moment, performers' rights in the UK extend to protection from copying of the recording itself but do not protect a performer's voice or likeness from being mimicked. The potential harms of this have extended even to the, highly privileged, Hollywood elite (Scarlett Johansson/OpenAI), let alone the myriad of 'typical' performers examined here, who are both essential to the industry, and simultaneously in more vulnerable positions than the, often more influential, red carpet 'superstars'.

Second, audiovisual performers, unlike other subsets of performers in the UK, do not currently benefit from moral rights which protect their right to attribution of their performance (i.e., to be credited for their work), or to protect their performance from derogatory treatment, also known as the integrity right. As this report highlights, attribution of performances is an important incentive for performers to continue creating.

[1] UK Intellectual Property Office, [Artificial Intelligence and Intellectual Property: copyright and patents: Government response to consultation](#), 28 June 2022, 'Other issues raised by respondents', para. 83.

[2] Equity, [Stop AI Stealing the Show](#), 2022.

But any assurance of being credited for their work is largely left to the discretion and goodwill of production companies, and the entities that commission productions - all of whom can cut performers from productions at the last minute. Importantly, both of these rights are anticipated to be extended to audiovisual performers in the Beijing Treaty on Audiovisual Performances 2012, which the UK is yet to ratify.

Third, this report is also situated in broader discussions surrounding the weak bargaining position of performers (and other creators) in contractual negotiations with key market intermediaries, e.g., production companies (despite the existence of collectively bargained agreements). Especially in common law countries like the UK where freedom of contract is a governing principle, this report highlights how performers can be exposed to exploitative working conditions under the non-negotiable terms of 'agree or walk away'. Performers typically also negotiate their fees for the transfer of rights before they know whether a production will be successful. The interconnected relationship between earnings and contracts is significant, as exploitative contractual practices can ultimately curtail earning potential, leading to a vicious cycle of low-bargaining power and low-earnings. And with the increasing salience of buy-out contracts evidenced in this report, performers may anticipate a significant curtailing of long-term earning potential by forsaking future residuals or royalties from their performances under new industry 'norms'.

Legislative tools to mitigate the harmful effects of performers' weak bargaining position, and reliance on producers, have been implemented elsewhere, and are being advocated for in the UK.[3] For example, performers in the EU now have legislative rights to transparency in earnings reports from producers, as well as a right of revocation to 'reclaim' potentially valuable rights which were previously assigned. EU audiovisual performers can also benefit from a right to appropriate and proportionate remuneration for certain uses of their performances.[4] In many countries, performers have a right to statutory equitable remuneration payable by broadcasters, cable companies, and on demand platforms for certain uses of their work, in addition to the payments under their contract with the producer. Many countries also implement levies on devices to compensate performers when their works are copied by private end users [5] and the Culture Media and Sport Select Committee has recommended that a similar compensation scheme be introduced in the UK.[6]

[3] House of Commons, [Creator remuneration: Fifth Report of Session \(2023-24\)](#)

[4] Raquel Xalabarder, [The Principle of Appropriate and Proportionate Remuneration of ART.18 Digital Single Market Directive: Some Thoughts for Its National Implementation \(2024\)](#)

[5] CISAC, BIEM and Stichting de Thuiskopie, [New Private Copying Global Study \(2020\)](#)

[6] House of Commons, [Creator remuneration: Fifth Report of Session \(2023-24\)](#)



These may be collected on performers' behalf by collective management organisations. The value of many of these rights in mitigating the harmful effects of a performer's weak bargaining position is that they are often unwaivable and unassignable - i.e., they cannot be given away under contract. This can be potentially helpful in ensuring some form of fair payment is guaranteed, provided that these increased payments cannot be offset elsewhere by reducing other fees.[7]

A final reflection on the implications of this report are to empower performers to be their own advocates through rights education. Throughout this analysis, it is evident that performers benefit from support systems through trade unions and collecting societies, as well as through agents who play an essential role in mediating their relationship with producers. This is ostensibly a 'good thing' - however, this overreliance means that performers are often not equipped to determine themselves whether they are being paid what they are owed, by whom, and when. Nonetheless, given the 'take it or leave it' context of contract practices in the UK caused by disparate bargaining positions, it is unclear whether simply being more aware of one's rights would necessarily make a performer any more likely to benefit from such knowledge.

In sum, none of the potential harms to performers highlighted during the SAG-AFTRA strikes are neutral or inevitable results from developing and new technologies - as this policy overview has sought to illustrate. Rather, many of these harms are a deliberate result of strategic, corporate decision-making by key, powerful market gatekeepers. This report shows that such decisions can be challenged, or mitigated, with reference to the selection of policy options illustrated above.

[7] Ruth Towse, [Copyright and economic incentives: an application to performers' rights in the music industry](#) (1999)

# Part 1. Bargaining Power

“It's almost impossible for a young actor starting out today to have security. I don't think it really exists.”

The power imbalance between performers and production companies is a significant issue affecting the working conditions of audiovisual performers in the UK. This disparity is exacerbated by the increasing competition within the industry, where a constant influx of aspiring performers creates an environment of vulnerability for actors. The oversupply of talent means that performers often feel pressured to accept unfavourable conditions, knowing that there will always be someone else ready to take their place. This dynamic perpetuates a cycle where performers are unable to negotiate better terms, thereby maintaining and even widening the power gap between them and production companies.

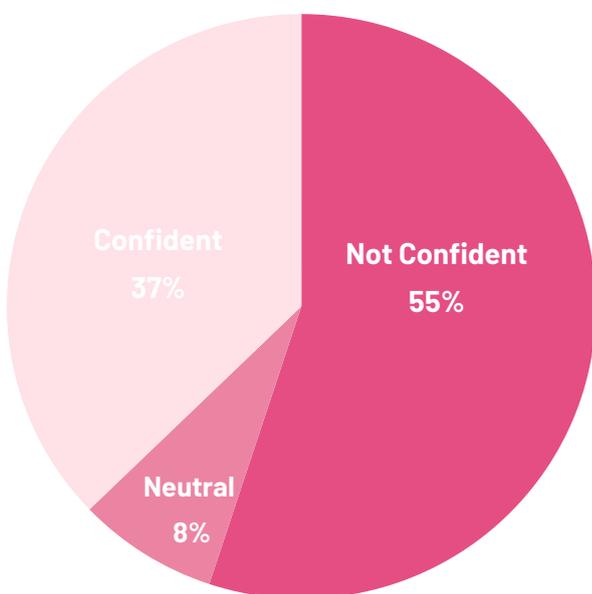


Figure 1. "In relation to your activity as a performer, how confident are you in your knowledge of copyright/performers' statutory rights?"

The power imbalance in the UK audiovisual industry forces performers to accept poor conditions due to intense competition. The oversupply of talent makes it difficult for them to negotiate better terms, deepening the gap with production companies.

# 1.1. Decreasing Fees and Payments

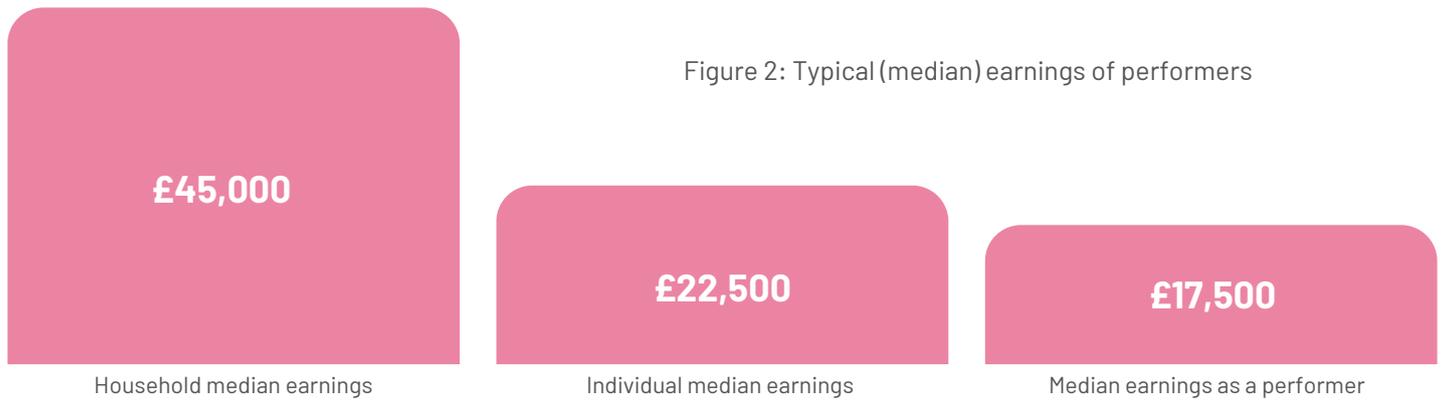
“It’s harder in real terms. You’re paid less than you were 10-20 years ago.”

One of the manifestations of this power imbalance is the reduction in fees that performers can command. With the market saturated with eager talent, production companies and broadcasters can drive down the rates they are willing to pay, knowing that performers have little leverage to demand higher compensation, despite increasing minimum rates in the Equity agreements. This financial strain further marginalises performers, limiting their ability to advocate for themselves and perpetuating a cycle of exploitation.

**This report confirms that median earnings from performances for Primary Occupation performers are £17,500 per annum (which implies that half of the respondents have earnings below £17,500, and half above).** As such, the typical performer, who spends more than 50% of their working time on performances, does not earn an income commensurate with a minimum wage from performing. Instead, this report finds that performers often supplement their performance income with other sources, whether a second (creative or non-creative) job, or through the financial support of a spouse or family. The spontaneous nature of most audiovisual jobs requires performers to find day jobs that offer the flexibility to drop everything for an audition or take days off for a shoot. The necessity for flexibility can limit the types of secondary employment performers can pursue, often forcing them to accept lower-paying, less stable jobs that can accommodate their unpredictable schedules, for which they may be overqualified (noting that 73% of the surveyed population hold a diploma or above).



Figure 2: Typical (median) earnings of performers



Producers, as key gatekeepers for performers entering the market, bear much of the responsibility of offering reasonable payments, whether up front at the outset of a performance, or through ongoing payments, like residuals or royalties. **This report confirms that 69.3% of performers believe the value of initial fees are decreasing, with an even higher percentage (84%) agreeing that the value of residuals and royalties that they receive under contracts are decreasing.**

In addition to overall low payment trajectories, and despite contractual obligations, performers are also reliant on the goodwill of producers to pay them on time, and transparently, but usually lack the means to verify the accuracy of payments themselves. Past the initial fee, the opacity and complexity of the royalties payment system mean that performers are entirely dependent on existing payment structures to receive what they are due. Our survey found that 64% of performers are not confident they receive all the fees, royalties, and residuals due to them under their contracts. This issue persists regardless of their financial status or level of fame.

“It's just impossible to keep track of, because you're talking about decades, of something that was sometimes shown years ago. And it's all over the world. So, you rely on the structures that are in place to have done the due diligence. There's a lot of trust involved.”

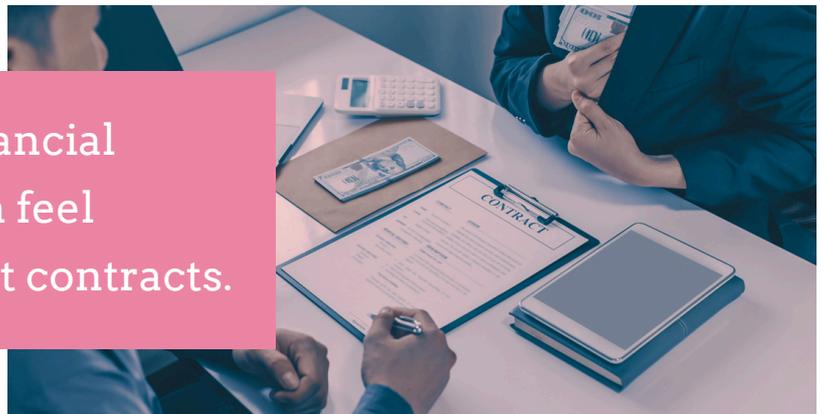
## 1.2. Buyout Contracts

“Kids starting out today are kind of cajoled into signing contracts where they are signing away a lot of their future benefits.”

Despite mechanisms for long-term earning potential being the norm for many years in the performance industry, the prevalence of buy-out contracts is increasing - that is, contracts where performers are offered a lump sum at the outset of the contract, with no further payments after the initial transaction. While this can be attractive at first, giving performers an immediate cash injection, they are universally understood by the performers interviewed for this report to be detrimental to their long-term financial interests by forsaking, e.g., future royalties or residuals.

Regardless of this perceived detriment, **96% of performers perceive buy-outs to be increasing, and 64% agreed that the scope of rights being transferred to producers is expanding.** Although Equity, the major trade union for performers in the UK, prohibits buy-outs in its standard terms, 25% of performers report that they systematically sign buy-out clauses in virtually all of their non-Equity contracts.

Due to their precarious financial situation, performers often feel compelled to accept buyout contracts.



This trend reflects a changing dynamic within the audiovisual industry. The traditional TV model, which relied heavily on revenue from advertising, is faltering. In the UK, the average daily time spent watching broadcast TV has been rapidly decreasing, reaching new lows each consecutive year<sup>[8]</sup>. This decline in traditional TV viewership reduces advertising revenue, further straining the financial stability of the industry on which it was built. Concurrently, the rapid growth of streaming platforms like Netflix has reshaped the industry landscape. Historically, these platforms, leveraging their strong market position and taking advantage of the novelty of their revenue structure, have concurrently imposed the buy-out model globally, normalising it across other segments of the industry. Although Equity has included terms and clauses to prevent this, it initiated a shift that has had a ripple effect, making buy-outs increasingly common in other areas of the industry like TV commercials, which were once particularly lucrative for actors.

“Even in my short acting lifetime you used to be able to retire on an advert kind of thing. But now, absolutely not possible.”

**As more performers accept buyouts, the practice becomes more entrenched, leading to further declines in the overall financial health and stability of those working in the audiovisual sector** - as one performer put it, “They’re one of the most nefarious, worst things that have happened to the industry”. The underlying concern is that, despite their opposition to these types of contracts, performers are compelled to accept them due to the increasingly precarious nature of their profession.

[8] See [Ofcom, Media Nations 2023: UK](#)



## Part 2. Exploitative Practices

“There isn’t a centralised, regulated way of doing things that is absolutely fair and foolproof. It is a bit of a wild west in that respect.”

A key concern for performers is that they are essentially selling themselves as the product, unlike other artistic professions where the creation is separate from the creator, such as a book for an author or a painting for a painter. This means that any mistreatment of their work directly affects their physical and emotional integrity. This is especially true for inexperienced actors who lack the knowledge and confidence to protect themselves from exploitation. Many of the performers interviewed expressed regret at past, sometimes traumatic, experiences, wishing they were more empowered at the beginning of their career about the potential for abuse and exploitation within the industry.

**The exploitation practices in the audiovisual industry - from poor on-stage treatment and inadequate off-stage support to unpaid labour - contribute to a pervasive sense of disposability and undervaluation among performers.**

Issues of exploitation manifests in myriad ways. As part of their professional agreements, performers often face a lack of respect for good industry practices. This includes the expectation to undertake free labour, including participating in advertising and promotional activities without additional compensation and working unpaid overtime. Although overtime clauses are typically included in contracts, they are frequently ignored by production companies, resulting in performers working without appropriate compensation. Performers also frequently encounter poor accommodations and insufficient coverage of travel expenses. **This issue is exacerbated for performers living outside London, who sometimes have to pretend they live in London to increase their chances of being cast.** This pretence disqualifies them from receiving appropriate expense coverage, adding financial strain. Our survey findings resonate with this, showing that **nearly 50% of UK performers live in London**, indicating a disproportionately large pool of available performers in this area.

“I say I live in London because I have to. Otherwise I won't get considered because they don't want to have to pay extra money for an artist that's not in London.”

While these forms of exploitation are usually accepted by performers as part of the job, based on the principle that they need to compromise to stand out in a highly saturated market, some performers have reported instances of more severe mistreatment. These include the non-respect of nudity clauses and the imposition of sexually suggestive scenes not specified in the script, creating uncomfortable and sometimes hazardous working environments. **The fear of being labelled as 'troublemakers' further exacerbates these issues, as performers are often reluctant to speak out against such maltreatment, knowing that doing so could compromise future career opportunities.**

“There's so many of us. You're just so bloody grateful to have any work whatsoever, you eat a lot of sh\*t.”

Proper accreditation for performances is an important incentive which encourages performers to create. However, in the UK, very few performers benefit from a mandatory legal right to have their performances attributed to them, and many of the audiovisual performers surveyed in this report rely on the goodwill of producers and commissioners to ensure this in the final production. Indeed, the report found that **65% of performers never waive their moral rights where they apply**, suggesting this is an important protective mechanism for performers. Nonetheless, interviews confirmed that it is not uncommon for performers to be cut from productions without prior notification, only discovering the omission when they watch the final product.

“It happened to me where I sat down: 'Oh, here it is! Here's the scene I'm in. It's coming up'. And 'Oh, there's the scene after me! Oh, I'm not in it!'.”

As their working conditions degrade, performers are simultaneously expected to make more efforts to secure roles. While there appears to be a clear generational divide in the use of social media among performers, the importance of social media followers as a measure of marketability, especially for newcomers, was underscored by the performers interviewed. Social media presence can indeed be decisive in securing a job, as illustrated by one interviewee who was replaced on a project by another actor with greater social media recognition, despite the latter lacking formal training as a performer.

“Young actors are really judged by it. Some producers hire people based on their Instagram followers.”

Another issue that was massively reported in our survey is the shift towards self-tape auditions. Since COVID-19, most casting processes have transitioned to remote methods, requiring performers to send self-taped auditions. While this change ostensibly presents some benefits, such as opening the field to more actors and reducing nepotism, it also introduces a new set of challenges. **Self-taping demands a significant amount of unpaid labour from performers, who must now handle the lighting, shooting, and editing of their auditions.** This additional burden requires performers to invest time and resources into mastering technical skills unrelated to their acting abilities. This resonates with our recent findings on authors, who similarly need to harness a wider range of skills to remain competitive in the market. For performers, this expectation can be particularly taxing, as they are judged and selected based on these self-produced tapes. Moreover, while the rise of self-tapes reduces the potential for nepotism, it also significantly increases competition, as producers can receive and process more applications.[9]

In conclusion, the exploitation practices in the audiovisual industry - from poor on-stage treatment and inadequate off-stage support to unpaid labour - contribute to a pervasive sense of disposability and undervaluation among performers.

[9] Unlike traditional auditions, where the number of applicants is naturally limited by factors such as the availability of audition space and time constraints.

# Part 3. Sources of Support



“You need somebody to have your back. Without that, I'd be eaten alive.”

## 3.1. The Agent Effect

Agents play a crucial dual role for performers: they are often an essential intermediary for performers looking to access the market and offering an authoritative stamp of quality for producers; but they are also likewise responsible for safeguarding performers' interests, and are charged with protecting them from potentially exploitative or unfavourable terms. Given the essential role agents play, and the significant advantage they bring, it is unsurprising that **86% of performers surveyed reported having access to an agent in the past 5 years.**

Agents are instrumental in handling disputes, and are typically the first point of contact when contractual breaches or other non-legal issues arise. They act as a buffer between performers and production companies, mitigating conflicts and ensuring that performers' rights are upheld. A significant advantage of having an agent lies in the collective representation they boast. Indeed, agents often represent numerous performers, which means production companies must maintain good relationships with them to ensure continued access to their talent pool. This collective bargaining power gives individual performers leverage over terms of contracts, as production companies are more likely to accommodate requests to avoid jeopardising their relationship with the agent.

Agents serve as gatekeepers, both protecting their clients' interests and ensuring that production companies adhere to acceptable standards of treatment and compensation.

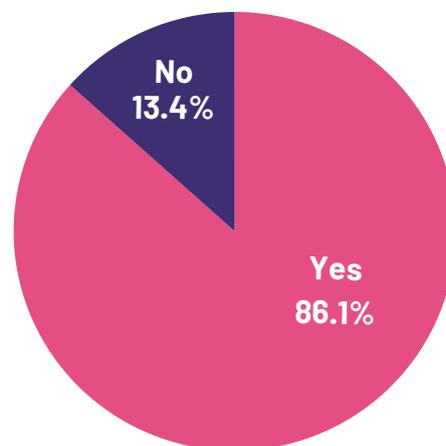


Figure 3: Chart showing responses to the question: "Have you had an agent in the last 5 years?"

At first sight, this is positive - but it also means that performers are vulnerable if their agent does not do their due diligence, or indeed does not look after them as much as they are expected to. For example, **81% of performers relied on their agents for legal advice**, rather than using a lawyer or professional body or union when negotiating their contracts. This reliance was corroborated by the performers interviewed for this study, many of whom admitted that they rarely, if ever, scrutinised contract stipulations beyond the initial fee.

“For the first 20 years of my career I didn't really think about my contract. That's what I paid my agent for.”

This overreliance leads to an ‘agent effect’, a culture where performers usually shirk educating or advocating for their own rights. This report confirms, for example, that **performers have very little confidence in their understanding of copyright and/or performers’ rights** (with 30.7% reporting they have ‘little to no confidence’) - this is a much lower estimate than given by creators in other reports in this series (with 56% of authors in 2022/23 considering themselves ‘moderately confident’ in their knowledge of copyright). Likewise, **more than 50% of the performers surveyed reported they had little to no confidence that they understood the fee structures and rights granted to producers in their contracts.**

“At drama school, you don’t get taught any of this. You don't get taught about how to manage your money. You don't get taught to talk about contracts”

It should also be noted that whilst performers report generally positive experiences with their agents, the commercial nature of their relationship, and the fact that agents are only remunerated when performers complete a contract, carries the potential for conflicts of interest.

Lawyer	Work Colleagues	Agent	Friends	Professional Body / Union	Other
19.1% (67)	15.4% (54)	81.1% (284)	10.0% (35)	32.6% (114)	3.1% (11)

Figure 4. “From whom have you taken legal/professional advice?”

## 3.2. Membership of Professional Bodies

“

“I’ve been a member of Equity since I left drama school, and I would always get in touch. I think it’s really important.”

In addition to the crucial role played by agents, performers are also part of networks of other professional bodies which can provide them with support. Whilst often unanticipated, income collected by collecting rights organisations like BECS is described by performers as a ‘positive surprise’ when received, and offer a welcome source of financial support.

Equity, the performers' union, has also been frequently cited as instrumental in advocating for better treatment of performers within the industry. Equity has established standard contracts for the audiovisual industry in the UK, which are widely used by production companies and broadcasters. These contracts are designed to ensure fair treatment and compensation for performers. The union negotiates various agreements, including those with major broadcasters like the BBC and ITV, as well as streaming platforms like Netflix, to set minimum pay rates and working conditions. These agreements help provide a clear and efficient framework for avoiding and resolving problems during production and promote ethical employment practices. Indeed, the findings of this report indicate that **performers take advice from their professional body or union, including Equity, before signing a third of all their contracts**. Our research further reveals that performers place a great deal of trust in their union, relying on its support and intervention in both legal and non-legal matters. Indeed, the performers interviewed reported quasi systematically involving Equity when they face disputes or litigation with production companies and broadcasters.

However, despite Equity's involvement, the outcomes of litigations are not always satisfactory for performers. Indeed, many of the objects of litigation - happening after the harm has occurred - means that the union's actions can be perceived as reactive rather than proactive. The comparison with SAG-AFTRA, the American union, was frequently mentioned by performers as a benchmark for effective union advocacy. SAG-AFTRA is perceived as being stronger and more fiercely protective of performers' rights.

## Part 4. AI Displacement

“If more vulnerable performers who don't have a foothold in the industry are persuaded to sign away their likeness or their voice, that does obviously undermine not only the ownership of their creative work, but of their own image rights and voice. And that could potentially be hugely damaging in terms of human interaction within our industry.”

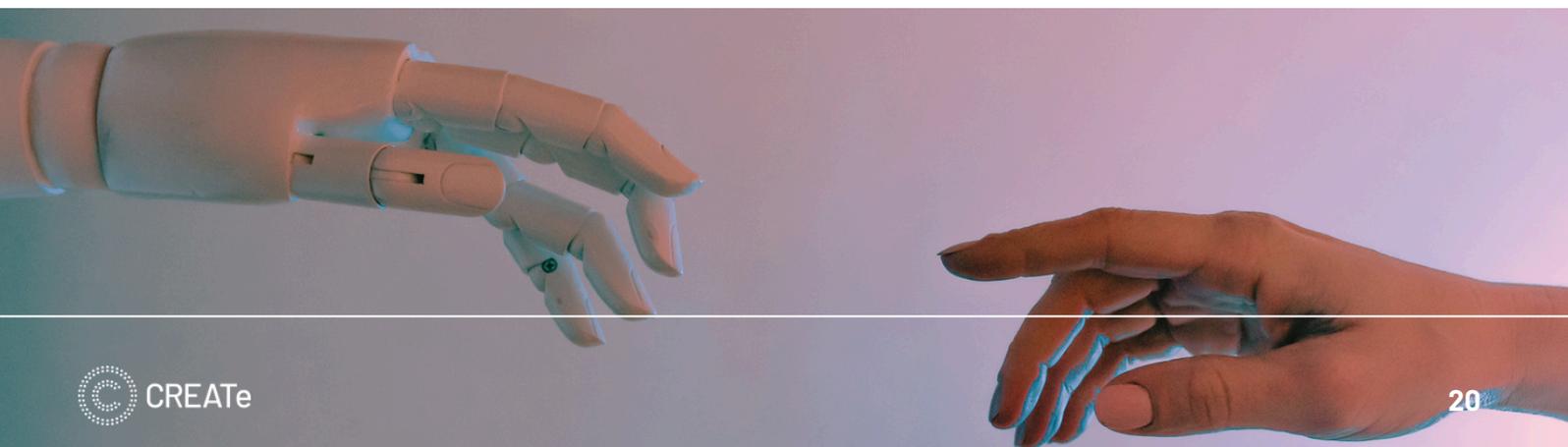
The common sentiment among performers is one of worry about the ever-evolving capabilities of AI. The rapid pace of technological advancements is difficult for many to grasp, creating a sense of unease about their future in the industry. **An overwhelming 94% of performers surveyed said they were pessimistic about the potential impact of AI on their performing activities.** Worryingly, this report evidences instances of labour displacement in what is an already precarious environment. Indeed, one performer interviewed reported being replaced for a voice acting job in a commercial after being unavailable on a particular day to which he added “AI did the voiceover. It's extraordinary. And it's not even a robotic voice. It sounds human and sincere and warm”. If such cases become widespread, which will likely be the case, this will create a hierarchy within the industry, where human actors are primarily used for marketing high-profile productions. While this may benefit the star actors who remain employed, it will deprive many others of opportunities, especially in areas deemed 'less important' such as commercials or non-principal characters. In essence, this shift will further exacerbate the star effect, concentrating opportunities and income among a small group of well-known performers, while the long tail of performers - those who rely on a variety of smaller roles to sustain a living - will find it increasingly difficult to secure work.

“If they can get AI to sell deodorant or soft drinks, why would they pay for an actor?”

Performers are increasingly concerned about the terms in their contracts that might include clauses giving away their likeness. This concern stems from the fear that their image, voice, or overall persona could be replicated and used without their consent. In one notable case, **a major production attempted to introduce an AI clause that would have granted the right to use an actor's likeness in perpetuity for any future productions. Alarmingly, this clause was inserted into the contract through deceptive practices** - the new contract was presented to the actor early in the morning as they arrived on set, with the misleading implication that their agent had already reviewed it, which was not the case.

This report raises concerns about AI displacing performers in an already unstable industry. As AI use grows, it may lead to a hierarchy where star actors benefit from high-profile roles, while many others lose opportunities, particularly in smaller roles, deepening the divide in an already unstable the industry.

However, on a positive note, for the moment, most performers (79%) have not been asked to provide images or audio to create digital replicas of their image or voice. Nonetheless, and perhaps due to the 'agent effect', some of the performers interviewed are worried that they have unwittingly signed contracts containing a clause related to AI: "I'm absolutely sure I have signed contracts in the last year that will have included it, and I just won't have understood the language around it."



# Appendix: Methods

This report is based on a combination of quantitative and qualitative data, collected through a mixed-methods research approach. The quantitative data was gathered via an online survey conducted between February and March 2024, which received 2,469 total responses. More details about the survey methodology can be found in the original publication.

In addition, a series of interviews and focus groups were conducted, with the goal of capturing the experiences and perspectives of performers, providing explanatory context to the quantitative findings. Nine interviews with performers, each lasting between 60 and 90 minutes, were conducted via video conferencing software. These participants, who come from diverse demographic and income profiles, were selected based on their willingness to participate in further research, as indicated at the conclusion of the initial survey. An additional interview was conducted after one interviewee, acting as a reference, connected us with another participant to provide further insight into a specific case mentioned during their interview.

The interviews were conducted in a semi-structured format. This approach entailed the preparation of questions in advance, organised around three main themes: 1) Treatment, & Contracts & Remuneration, 2) Technological Developments, and 3) Understanding Professional Practice. This structured yet flexible method allowed for a consistent exploration of key topics initially captured in the survey data while providing the space for spontaneous and in-depth discussions. Such an approach facilitated the emergence of organic, nuanced insights beyond the predetermined questions, enriching the dataset.

Following the completion of the interviews and focus groups, each audio recording was transcribed by the interviewers to ensure accuracy to the participants' responses. The transcribed data was then systematically analysed against the three main themes previously identified. This thematic analysis provided a structured framework for examining the data, enabling the researcher to identify patterns and variations across interviewees.

To protect the identity of the interviewees, all data was anonymised. Names and any potentially identifying information were removed or altered, ensuring that the insights could be shared without compromising the confidentiality of the participants. Where required, quotations have been lightly edited for clarity.

