

The Code of Practice for the Engagement of Cast in the New Zealand Screen Production Industry

Screen Production and Development Association (Inc)
New Zealand Actors' Agents' Guild
Actors' Agents' Association of New Zealand
New Zealand Actors' Equity

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Introduction

This document is jointly agreed on and issued by SPADA, New Zealand Actors' Agents' Guild, Actors' Agents' Association of New Zealand and New Zealand Actors' Equity.

The Pink Book, as it is commonly known in the screen industry, is a reference document of guideline best practice for the engagement of cast in the New Zealand screen production industry. It replaces the *Guidelines for the Engagement of Cast*, which was published in 1992 by SPADA's forerunner, the IPDG, and New Zealand Actors' Equity.

New Zealand's screen production industry has a history of good will between production companies and cast members, which we value.

The Pink Book covers television drama, feature film, short film, and documentary and associated voice work. It does not cover television or film commercials, which are covered in documents issued by CAANZ, ANZA, NZAAG, AAAG, NZAE and Non Solo Producers. The standard contract for television commercials is available from these organizations.

It's important to note that the Pink Book is a guideline for best practice and not a rigid document. Its provisions outline legal responsibilities and suggested best practices. The Pink Book outlines our accepted ways of working to provide useful information in an explanatory context. Production companies and cast are able to negotiate different arrangements, within the law, if some provisions do not meet the needs of either party.

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Definitions

Cast Member	Also known as actors or performers, a person who performs an on-camera role in a production, with the exception of Extra work (see below).
Extra	A non-recognisable person who appears as background atmosphere or who appears incidentally.
Call	Any instruction to report for work at a particular time and place and the working day is deemed to have begun for the cast member when he or she reports at that time to the production company premises or some other previously agreed place. Make-up and costume calls prior to rehearsal or performance will count as time worked. Time occupied in travelling to a location from the place specified in the call will be counted as time worked. As far as possible each call will specify the duration of the call.
Wrap	Time at which a 2 nd AD signs the cast member off at completion of their day, or in the absence of that event, the time at which the production company or first assistant director ceases daily production. Time spent in changing after rehearsal or performance to a maximum of a quarter hour (or longer by specific arrangement) will count as time worked.
Cast Member Working Day	The individual's working day runs from call to wrap.
Day Off	An unpaid scheduled period usually at the end of the working week intended for rest, of at least 24 hours plus 10 hours turnaround.
Surcharge	An additional charge to the basic rate (eg: Turnaround)
Overtime	A penalty charge which multiplies the basic hourly rate for hours in excess of the basic day.
Non-performance time	Time spent on approved script conferences, production meetings, make-up and wardrobe calls, and travel time (minimum 2 hours).
Rehearsal time	Time where a cast member is solely called for rehearsal or read-through (minimum 5 hours for cast members, 3 hours for extras)
Performance time	Time where a cast member is called primarily for the recording of a performance (minimum 3 hours for extras).
Voicework	A performance where a cast member is called exclusively for the recording of vocal work, either voiceover (eg narration) or Additional Dialogue Recording (ADR). A 2 hour minimum will apply for voice over work by a cast member, and a 5 hour minimum for ADR work by a cast member.

Services To Be Provided

1. Obligations

1.1. **Production Company:** The production company will advise cast members, by way of a deal memo, of a commencement and finish date, and if possible, by reference to:

- (a) name of production company and contact details
- (b) nature of production
- (c) fee structure
- (d) location
- (e) cast role
- (f) pre-production dates
- (g) production shoot dates (main and 2nd unit)

And will use best endeavours to advise the cast member of:

- (h) post-production dates
- (i) contingency requirements
- (j) weather holds, if applicable
- (k) hiatus or stand down, if applicable
- (l) script delivery
- (m) cast member credit arrangements

1.2. **Cast:** The cast member's obligations should be advised in a deal memo and/or contract:

The cast member should agree:

- (a) To present him/herself at times mutually agreed with the production company for performance and non performance calls, and to immediately inform the production company of non-availability due to sickness or an accident or the like.
- (b) Not to engage in any other work during the engagement that would interfere with, disrupt or otherwise detrimentally affect the production.
- (c) Not to disclose any confidential information concerning the production, except with the production company's consent. This does not preclude the cast member seeking professional advice regarding contract issues.
- (d) To advise the production company of any damage to wardrobe, wigs, props, locations, facilities or vehicles as soon as practicable.
- (e) Not to pledge or charge any item to the production company unless prior authorisation has been obtained.
- (f) To be liable for personal expenses & expenses which occur at the risk of the cast member e.g. parking and speeding offences and the like.
- (g) To know their lines prior to arrival on set.
- (h) Not to change their personal appearance in any way prior to the shoot date unless required to do so by the company.
- (i) That the cast member is engaged as an independent contractor and that the fees are gross amounts and exclusive of GST and payable on receipt of a tax invoice as applicable.

- (j) That the cast member is responsible for the cast member's own taxation liabilities and ACC levies. As a contractor, the cast member is not entitled to holiday pay, sick pay or statutory holiday pay.

Contracting

2. Contracts

- 2.1. All cast members should be engaged by written contract signed by both parties prior to the commencement of the contract period. Each party should hold a copy of the contract. This helps protect both parties from subsequent disputes.
- 2.2. Contracts should specify whether the cast member is acting for him or herself or if an agent is representing him / her. Contracts signed directly between the production company and agent on behalf of the cast member are not valid unless an authority to represent can be proven and attached to the contract.
- 2.3. There is no recommended standard contract for drama or film production.
- 2.4. Copyright should be specifically assigned in the contract.
- 2.5. **Right of Entry:** Where the cast member has authorised a person to represent them, that person shall be granted access to the cast member on production of evidence of their authority to represent the cast member, provided that such access does not disrupt the reasonable operational requirements of the production company. Access to a production company's site may be agreed at other times between the production company and cast member representatives.
- 2.6. Contracts should specifically include clauses addressing weather calls, postponement, suspension, cancellation and dispute resolution, which can vary across the industry.
- 2.7. **Publicity:** The production company and cast member should agree on publicity arrangements, both during and beyond the term of the contract as well as any arrangements regarding fees and/or the reimbursement of expenses.

3. Fees / Rights / Royalties

- 3.1. For films, television drama, documentaries and audio visual programmes there are no set rates. Cast members are normally engaged on a daily or weekly basis or on a combination of the above. These negotiated fees normally grant all rights to the production company in all media in NZ and worldwide in that one production, however, in some cases USA network royalties are excluded and negotiated separately.

Alterations to Engagement

The intention of sections 4 to 10 is to explain options for altering bookings and to describe the cancellation process which compensates the cast member if they are disadvantaged through loss of work, or potential to work.

4. Postponement: for scheduling or weather or the like

- 4.1. Any call may be postponed by the production company to an agreed time provided that notification of any such postponement has been given to the cast member 10 or more hours prior to the time stipulated and as such will incur no additional charge.
- 4.2. Where a call is postponed within 10 hours of the time stipulated, the cast member will be entitled to an additional charge of not less than one quarter / 25% of their minimum call rate/daily performance fee.

5. Standby

- 5.1. The production company may require the cast member to remain available for work during specified periods. If the standby notice is 1 – 10 hours, the cast member will be entitled to a standby allowance of not less than 25% of the daily performance fee. If more than 10 hours notice is given, there is no entitlement.

6. Cancellation of engagement

- 6.1. Cancellation is a complex area and should be dealt with in an individual contract between the parties, particularly with regard to weekly or long term engagements. In the absence of a contract, the following is a typical guide to cancellation procedures which could apply for day players:
 - (a) If a call is cancelled at less than 10 hours' notice, except for reasons of force majeure, the cast member will be paid not less than their minimum call rate performance call. If the cancellation is made with more than 10 hours notice, no fee will be payable.
 - (b) Should a cancellation occur due to force majeure / acts of God, then the parties shall negotiate in good faith regarding cancellation fees.

7. Deletion of role

- 7.1. In the case of a contracted role being deleted, the cast member will be entitled to a payment of not less than 25% of the agreed daily performance rate for one performance day.

8. Suspension

- 8.1. The production company may suspend the engagement or contract without penalty for reasons beyond the control of the production company such as force majeure / acts of God & financial reasons. The term of such a suspension will be mutually agreed between the parties.

9. Termination of contract

9.1. Basic principles of contract termination:

A contract may be terminated:

- (a) in accordance with the provisions allowed for in the contract between the production company and the contractor or, the Contractual Remedies Act 1977; or
- (b) by mutual agreement of the parties; or
- (c) if the contract becomes 'frustrated' or impossible to perform.

9.2. Industry common practice termination:

The contract can be terminated by mutual agreement, or, by the production company. For obvious reasons (such as cast continuity) it is very rare for contracts to allow a cast member to terminate his/her engagement.

The cast member is given a minimum of 1 working week's notice, or alternatively, the production company may provide one working week payment in lieu of the work being performed.

Events such as theft, wilful misconduct, working under the influence of drugs, alcohol, etc, are regarded as a breach of contract. In such circumstances the engagement can be terminated immediately and without any further payment.

9.3. Remedies:

Where the cast member believes that the contract has been terminated due to reasons such as breaches of safety & health issues, discrimination, or if the contract becomes legally 'frustrated' or impossible to perform, they can pursue additional remedies by the processes set out in section 44.

10. Extension

10.1. At the end of a long term 'engagement', the production company may require the cast member to remain available for a specified contingency period. If the contingency period is worked, payment is calculated pro rata on the cast member's weekly rate.

10.2. The production company will normally confirm the extension at an agreed time beforehand.

11. Hold

11.1. A hold is a booking where a cast member is asked to hold a day free of other work, for the production company and for scheduling purposes. Financial arrangements may vary.

Duration of Working Day & Week

Cast members are normally engaged on:

- a daily rate;
- a weekly rate;
- a fee basis for the completion of defined tasks, as agreed;
- an hourly rate where applicable (ie voicework);
- or an agreed mix of the above.

12. Working Day

12.1. There are two standard working day models:

Model A: A standard day of 10 hours (plus a 45 minute unpaid meal break) from the individual cast member's first call to individual cast member's last wrap.

Model B: A standard day of 11.25 hours (plus a 45 minute unpaid meal break) from the individual cast member's first call to individual cast member's last wrap.

- 12.2. A half day is a maximum of 5 hours and is calculated as 60% of the cast member's daily rate.
- 12.3. A half day booking cannot be expected to proceed beyond 5 hours as the cast member can accept a second half day booking on the same day.
- 12.4. Hours worked in excess of the standard working days in prep, travel & and wrap should be negotiated between the cast member and the production company.

13. Overtime

- 13.1. All time worked in excess of the standard working day on a production (filming) day is paid as overtime.
- 13.2. In the interests of health and safety, the maximum recommended duration of a scheduled shooting day is 11.25 hours plus 45 minutes lunch.
- 13.3. The production company should not request and the cast member should not agree to overtime beyond the 14th hour without considering the implications of stress and fatigue to the cast member.
- 13.4. The production company will endeavour to notify each cast member in advance of the commencement of the engagement of the potential for time to be worked in excess of the working day.
- 13.5. The production company will advise cast members on the daily call sheet (issued on the previous day) of 'must wrap' locations which may require unscheduled overtime, so that the cast member can make allowances for any additional time that will be required to complete work at that location.
- 13.6. Overtime penalties:
(a) Overtime penalties apply as described in the following scale, irrespective of the length of the working day:

11 th & 12 th hours	T1.5
13 th hour and beyond	T2.0

- (b) Overtime is charged in 15-minute increments.
- (c) Overtime may be negotiated in advance of the production as part of the contract and may include a fixed daily amount or a fixed weekly amount, or the parties may negotiate a total fee to recompense the cast member for all hours worked so no overtime will be payable.

14. Working Week

- 14.1. The working week can be of any length of up to 6 consecutive production (filming) days.
- 14.2. Where the cast member is engaged for five days per week, the two days off should be scheduled together wherever operationally practicable.
- 14.3. Where the cast member is engaged for six days per week, a day off will be scheduled after each six continuous days of work.

15. Days Off

- 15.1. Days off are the 6th & 7th days after a 5 day working week or 7th day after a 6 day working week.
- 15.2. The minimum duration of a day or days off is 24 hours per day (+ 10 hours turnaround).
- 15.3. Changes to scheduled days off shall be by prior agreement with cast members.
- 15.4. In out of town locations, a scheduled day off can be moved by agreement with the cast member with at least 10 hours notification.
- 15.5. Cast members must advise the production company of any previous or following bookings or concurrent bookings (eg half days or other work on days off or theatre commitments) which could preclude adequate rest or days off or cause scheduling issues. Cast members should not increase their stress & fatigue liability due to a lack of adequate rest periods or days off before the commencement of, or during, their production.
- 15.6. A 7th production (filming) day worked is paid at a one hour surcharge for each hour worked, for the entire day. The minimum call is 5 hours. After a 7th production (filming) day paid at the penalty rate, the daily rate for the following 6 days returns to normal.
- 15.7. A scheduled day off can be moved by agreement with the cast member and with notification by at least the previous day.
- 15.8. Work on a scheduled day off shall only be by prior agreement and shall be paid as a surcharge of one hour for each hour worked. The minimum call is 5 hours and the surcharge is in addition to any other penalties or overtime which may apply up to a total of T3 (eg: 11th + 12th @ T2.5 & 13th and beyond @ T3).

Public Holidays

16. Industry Standard Practice for Public Holidays

- 16.1. For reference, the statutory public holidays (for employees) in New Zealand are:
New Year's Day, New Year's Holiday, Waitangi Day, Easter Friday, Easter Sunday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day, Boxing Day and regional anniversary days.

There is no legal requirement for a production company & independent contractor to observe statutory public holidays.

- 16.2. The recognised screen production industry public holidays are:
New Year's Day, Waitangi Day, Easter Friday, Easter Monday, Labour Day, Christmas Day, Boxing Day.
- 16.3. The production company and cast member can negotiate a penalty to be paid on the above days (16.2). The penalty is usually paid at one hour's extra payment for each hour worked.
- 16.4. Long term engagements should take every effort to incorporate public holidays in rest and/or hiatus breaks.

Turnaround

17. Turnaround Calculation

- 17.1. 'Turnaround' is the rest period between the individual cast member's last wrap & the individual cast member's first call.
- 17.2. Turnaround is a minimum of 10 hours.
- 17.3. Turnaround over days off is a minimum of 10 hours, plus 24 hours for each day off (ie 24 +10, 48 +10).
- 17.4. The 10 hour turnaround does not apply after more than two days' break.
- 17.5. Turnaround is calculated door-to-door when being accommodated away from the cast member's town of residence.

18. Processes and Penalties

- 18.1. The turnaround penalty surcharge payment is 1 extra hour payment for each hour of infringement, for the first 2 hours.
- 18.2. For more than two hours infringement, the penalty surcharge is 2 extra hours payment for each hour of infringement over 2 hours.
- 18.3. Turnaround penalty payments are in addition to any other penalty and are charged in 15-minute increments.
- 18.4. Cast members must advise the production company of any previous or following engagement (eg. late theatre performance) which will reduce the cast member's turnaround.
- 18.5. Longer breaks or short turnaround payment options may be negotiated over days off when a production schedule requires a change from night shoots to day shoots.

Stunt Work, Special Effects, Nudity, Make-Up & Wardrobe

19. Stunt Work & Special Effects

19.1. The following guidelines will apply with regard to stunt work and special effects:

- (a) The production company will notify the cast member of any stunt or special effect that is required as part of their performance as soon as the production company knows of the requirement, whether before or after the signing of the contract. Unless the cast member has specifically consented, he/she may refuse to perform such stunts.
- (b) Where stunt work is to be carried out, the production company will ensure that medical or first aid assistance is available at the work place and standard health and safety guidelines are followed.
- (c) When setting fees for the cast member, account will be taken of any extraordinary discomfort that may be required as part of the performance.

20. Nudity

20.1. The following guidelines will apply with regard to nudity:

- (a) The production company will notify the cast member of any nudity that is required as part of their performance as soon as the production company knows of the requirement, whether that is before or after the signing of the contract. Unless the cast member has specifically consented, he/she may refuse to carry out any part of the performance involving their nudity.
- (b) Where a cast member does not consent to appear nude and the production company proposes to substitute a double, the production company will obtain the consent of the cast member, acceptance of which will not be unreasonably denied.
- (c) With the exception of the final rehearsal for camera and lighting, there will be no rehearsals in the nude or semi-nude.
- (d) During the rehearsal or shooting of nude or semi-nude scenes, the set will be closed to all persons, except those having a legitimate reason for being present. Observation by monitor or any other means will be prohibited, except where that is necessary as part of the production process.

21. Illegal and Offensive Acts:

21.1. The cast member will not be required to carry out any act which would make the cast member liable to prosecution.

22. Make-up Accessories and Wardrobe

22.1. The production company will provide all make-up, wigs, special accessories, and special wardrobe required to be used in rehearsal and performance. Where the production company asks the cast member to provide special wardrobe or special accessories, the production company and cast member may agree to a reimbursement of the costs associated with the provision of such special wardrobe or special accessories.

- 22.2. **Facilities:** Where practicable, appropriate clean dressing rooms and toilet facilities, hot and cold running water, soap and towels at all places of engagement are provided and facilities for affording privacy will be provided where a cast member is required to make a change of wardrobe. On location, the company will provide facilities that take into account the age and physical status of the cast member, and the nature of the location.
- 22.3. **Time for Dressing:** Make-up and costume calls prior to rehearsal or performance will count as time worked. Time spent in changing after the rehearsal or performance to a maximum of a quarter hour (or longer by specific agreement), will count as time worked.

Meals & Refreshments

23. Meal Breaks

- 23.1. If an early call or broken turnaround makes it unreasonable or impracticable for the cast member to provide their own breakfast, then this will be provided by the production company. Time taken for breakfast is not paid unless the break is required to be taken after cast member's call.
- 23.2. A meal break of at least 45 minutes will be scheduled 5 hours after commencement of the production working day. When cast members have differing call times the meal break will be scheduled for a majority crew/cast call.
- 23.3. Unless prior arrangement is reached a surcharge of T1 is incurred in 15-minute increments if the 1st meal break commences later than 6 hours after crew call.
- 23.4. The production company can, within reason, complete the setup in progress before a meal break is called.
- 23.5. If a first meal break shorter than 45 minutes is required it shall only be by agreement with each cast member.
- 23.6. The production company should ensure that a substantial catered snack (in the hand) is available to all cast members within 7 hours of completion of the first meal break.
- 23.7. Vocalists may have a break of not less than 5 minutes in each hour worked.

24. Refreshments

- 24.1. Refreshments (tea, coffee and cold drinks) shall be continuously available throughout the day.
- 24.2. An afternoon break of 15 minutes is recommended on any working day longer than 10 hours.
- 24.3. All cast members will be provided with reasonable opportunities during production to access toilet and refreshments.

Child Performances and Chaperones

Nb. These clauses 25 – 29 will be attached as a schedule to any child deal memo and/or contract.

25. Child Performances

- 25.1. These conditions will make up part of the contract and are enforceable as contract provisions. They make up a minimum code and no working time provisions can be exceeded under any circumstances.
- 25.2. For the purposes of this contract, a child is a cast member under 16 years of age. In determining the hours that a child works the production company must take into account their age and maturity and the conditions of work (eg appropriate limits must be made to any night and location filming).
- 25.3. It is accepted that children must not work extended hours.
- 25.4. In consideration of the restrictions and costs associated in the engagement of children, they are normally contracted at a lesser rate than adults eg 75%.
- 25.5. **Travel Time:** The production company shall take into account the individual age and maturity of the child, but under no circumstances shall exceed the restrictions as stated below in 25.6.
- 25.6. Maximum hours are:

Age of Child	Maximum Hours per Day
Up to and including 8 year olds	6 hours door to door
8 to 11 year olds	8 hours door to door
12 to 16 years	10 hours working plus travel time
16 years and over	Adult working hours apply

- 25.7. Children must work no more than 5 consecutive days, and no more than 5 days in a calendar week. It is expected that younger children will work fewer days.
- 25.8. Children must have at least a twelve hour overnight break (ie. turnaround) and this will be exclusive of travel time.
- 25.9. Babies under 12 weeks of age must be cared for by a parent or parent's approved alternative and must not be exposed to harsh light, extreme temperatures, irritants (including irritating or contaminated make-up), infections or excessive handling and stimulation.
- (a) Professional baby care should be present at all times and parental access to the baby guaranteed at all times.
 - (b) Babies must not be exposed to direct lighting.
 - (c) Makeup used must be non-irritating and uncontaminated.
 - (d) No more than four people to handle baby during any single period of contract.
 - (e) No person with respiratory or skin infection to come into contact with baby.
 - (f) Babies must be attended at all times.

- 25.10. Filming must be scheduled so that children are not exposed to scenes which are harmful or likely to cause distress and consideration will be given to the nature of the material and the requirements of the child's performance. The welfare of the child will be paramount at all times.
- 25.11. When scheduling, all practicable steps will be taken to reduce call times and travel times for children.
- 25.12. When contracting children, the production company should ensure that:
- (a) An agent, parent or guardian is easily contactable.
 - (b) A suitable, primary-duty chaperone is engaged at the production company's expense.
 - (c) Where five or more children are working at any one time, two chaperones should be engaged. For more than ten children, the number of chaperones will be dependent on the number of children, their ages, their roles, the time of day, the location and circumstances of the shoot. Children should never be left unsupervised by a chaperone.
 - (d) The chaperone must be suitably experienced to fulfil the responsibilities of the role.
 - (e) When travelling to and from work, the child should be accompanied by the chaperone, or a parentally approved alternative.
 - (f) The production company shall provide age appropriate rest and meal breaks and offset facilities including recreation, rest facilities accommodation and appropriate food.

26. Chaperones and House Mother/House Parents

- 26.1. Chaperones and House Mother/House Parents contracted in the film industry must have teaching, childcare qualifications or appropriate experience and/or nursing qualifications and a clean driver's license.
- 26.2. In addition, they must have knowledge of the industry, and be familiar with:
- (a) The Code of Practice for Safety and Health in the NZ Film and Video Production Industry
 - (b) The Occupational Safety in Health Act 1992
 - (c) Standard conditions for child actors
 - (d) Individual contract provisions for child actors
- 26.3. **Job Description of Chaperone:**
- (a) To drive or travel with children to and from set.
 - (b) To coach children with their lines.
 - (c) To supervise schoolwork, rest periods and meal breaks.
 - (d) The chaperone is responsible for the child's general physical well being during the working day.

26.4. Job Description of House Mother/House Parents and where an 'out of town' child is being accommodated by the production company:

- (a) To provide for the support and general well being of child/children including: meals, all laundry (personal items, bedding etc).
 - (b) To supervise after hours and weekend recreation, homework and script work.
 - (c) To act as liaison between child and parent and production company if necessary.
 - (d) The chaperone / house mother / house parent must be available day or night and should an emergency arise (such as illness) nothing must prevent the chaperone/house mother/house parents from taking immediate action (i.e. going to emergency clinic). If the chaperone/house mother/house parent is looking after more than one child the production company must provide an on-call chaperone/house mother/house parent to look after the other children.
 - (e) If a chaperone is acceptable on every point but has a dependent, the chaperone must employ or arrange a 24 hour care giver for their own child/children so that there is no conflict of interest.
 - (f) If after commencement of work the chaperone/house mother/house parents is/are found to be negligent in the duties set out in this agreement and this negligence is not rectified by discussion, then it would be considered to be a breach of contract with the production company and the production company will find a replacement chaperone/house mother/house parents.
 - (g) When children are contracted, a suitable chaperone shall be engaged at the production company's expense. Where five or more children are working at any one time, two chaperones shall be engaged and at any one time the ratio of chaperones to children shall not be less than 1:4.
 - (h) When children are contracted the company shall contract a suitable housemother/houseparents. No more than three children are to be housed together.
- 26.5. The production company will liaise frequently with the parents and the care giver to monitor the safety and welfare of the child.
- 26.6. It may be satisfactory for a child working for a single day to be accompanied by their parent(s). For longer term or out of town engagements which would require a chaperone, the parent(s) may consent to fulfill the specified requirements of a chaperone and be engaged into this role.

27. Tutoring

- 27.1. The Education Act must be complied with. This means that young actors of compulsory school age (in 2005 this means 6-16 years old) must not be engaged in work (whether as employees or independent contractors) in such a way that it has a detrimental effect on their education.
- 27.2. The production company must allocate appropriate time, facilities and supervision for the completion of school work for all child actors, including those younger than 6 years old who are engaged in formal school programmes. Methods of complying include:

- (a) **Short term engagements:** School work can be set by school, supervised by an appropriate tutor or chaperone.
 - (b) **Long term engagements:** Correspondence School can be a suitable way of complying with the Act.
- 27.3. Children should be provided with a separate space in which to do their schooling. This space should not be shared with other cast, extras etc.
- 27.4. On long term engagements, the production company will ensure that children are allocated 10 hours per working week for schoolwork (exclusive of production days off). Any working day allocation of schoolwork time will not be broken into more than two periods except under extreme circumstances. This allocation does not apply if the production filming takes place during non-school time (ie school holidays).
- 27.5. It is the responsibility of the parents to apply to the New Zealand Correspondence School if they wish the child to be educated by correspondence, as required by the Education Act 1989.

28. Night Shooting / Night Work

- 28.1. Any night shoot work should be negotiated between agents/parents and production company. The production company shall inform in detail its schedules as far in advance as possible.

29. Health and Safety

- 29.1. At no time shall the production company expose a child under the age of 16 years to any situation that could be deemed detrimental to the child's mental, physical and moral wellbeing.
- 29.2. Refer to the Department of Labour website section on Health & Safety in Employment Act 1992 for further detail on each party's responsibilities.
See www.osh.dol.govt.nz/order/hseact-text/hse0.shtml
- 29.3. Where children are engaged, the production company should carefully consider whether a chaperone or house mother/house parent should also be engaged.

30. Engagement of Crowds

- 30.1. Extras can be engaged individually, via an extras agent, or be supplied by a local organisation and a donation may be agreed to be paid to that organisation or to an agreed charity or similar.

Production Travel

31. Travel Zone

- 31.1. The purpose of the travel zone is to define a geographical reference around the major centres from which travel time is paid as part of the working day. Travel inside the zone, before first call and after last wrap is within the cast member's own time and unpaid, unless otherwise stipulated.
- 31.2. Where a cast member is engaged in overtime (Refer Section 13), travel within the zone is within the cast member's own time and unpaid.
- 31.3. If the agreed turnaround time is broken by travel time (Refer Section 17), travel within the zone is within the cast member's own time and unpaid.
- 31.4. The travel zone is defined as a 20km radius circular zone centred on the central police stations in Auckland, Christchurch and Dunedin. In Wellington, an alternative geographical zone is defined. **See Appendix 1.**
- 31.5. Unsealed roads & off road tracks within the zone are excluded except for short unsealed access roads to the unit base on farms, etc. Also excluded are locations inside the zone where access is from outside the zone.
- 31.6. All travel (outside the zone) from the perimeter to first call and from last wrap to the perimeter is part of the working day.
- 31.7. Travel outside the zone is charged in 15 minute increments. Travel time to and from a location can be combined. (eg 5 minutes travel time to the location and 5 minutes travel time from the location would be charged as 15 minutes).
- 31.8. Travel time is calculated door to door or an agreed central accommodation location when the cast member is being accommodated away from the cast member's town of residence.
- 31.9. When a production company negotiates 'free' travel time, this time must be excluded from the 10-hour turnaround period.
- 31.10. Common Practice: Unless otherwise negotiated, the travel zone above does not apply in Queenstown (due to mountainous roads, snow, etc.) In that location, the 20km radius circular zone does not apply and travel time is calculated to and from the central police station or from first pickup and/or to last drop off.

32. Production Travel

- 32.1. Travel should be by the fastest practicable means available and allow cast members a reasonable rest period.
- 32.2. Travel where no other work (eg wardrobe, rehearsal, make-up) is scheduled should be paid at 60% of the agreed daily performance rate.

33. International Travel

- 33.1. International travel time is defined as time from first call (airport check-in) to completion of accommodation check-in at destination. International travel days which involve production meetings, rehearsals, wardrobe fittings, make-up tests etc, should be regarded as standard

production days.

33.2. Overseas travel is generally paid at:

- (a) Half the daily performance rate for travel up to 10 hours.
- (b) Full daily performance rate for travel from 10 to 24 hours.
- (c) Exceeding 24 hours, additional overseas travel half and full-day rate increments apply.

33.3. All overseas travel requires reasonable rest and jet lag recovery time before commencing work.

Fees & Expenses

34. Services

- 34.1. Fees as specified and agreed are paid by the production company to the cast member in consideration for all services and rights agreed to in the contract. Rates and terms of payment must be agreed by the parties in advance of production.
- 34.2. All invoicing and payment is subject to current IRD regulations. See www.ird.govt.nz/screenprodindustry for industry specific information.
- 34.3. For drama and film productions, payment to cast members or their representatives is made on presentation of a tax invoice on a weekly basis. '20th of the following month' arrangements can only be by agreement.
- 34.4. Payment to contractors is subject to withholding tax deductions by the production company (unless a current withholding tax exemption certificate is presented and attached to the contract).
- 34.5. Payment to companies is not subject to withholding tax deductions by the production company. A tax exemption certificate should be presented and attached to the contract
- 34.6. It is common practice for invoices to be supported with reference to a time sheet and the production company will ensure that all information necessary is provided to the cast member's agent to enable prompt invoicing to occur.
- 34.7. As most cast members will be working as independent contractors, they will not be entitled to sick pay or holiday pay. See 1.2 (i).

35. Production Expenses

- 35.1. The cast member must obtain prior authorisation from the production company before incurring expenses on behalf of the production company.
- 35.2. The cast member is liable for personal expenses & expenses which occur at the risk of the cast member e.g. parking and speeding offences and the like.

36. Travel Expenses: Accommodation and Per Diems

- 36.1. When the cast member is required to work away from their town of residence, the production company will use best endeavours to provide single room accommodation and will pay for all meals and reasonable laundry costs.
- 36.2. Per diems may be paid in lieu of all or some of the above.
- 36.3. Per diems should adequately reflect the actual cost of food and services.
- 36.4. Industry common practice is for the accommodation to be paid directly by the production company.
- 36.5. Cast members subject to withholding tax have the option of
either The deduction of withholding tax from all per diem payments, full record keeping of per diem expenses and declaration of per diem payments as gross income;

- or Claiming a daily 'expense occurred in the production of an invoice' per diem allowance as described by the IRD. Withholding tax is not deducted from this amount, the per diems received are declared as gross income and the daily allowance is claimed as an expense on end of year tax records.

37. Cost of Out of Town Travel Expenses

- 37.1. Costs of out of town travel are at the expense of the production company and are to include, without limitation, pre-paid air tickets, booked rental vehicles, payments for use of cast members' vehicles, taxis, and other reasonable expenses as approved by the production company.
- 37.2. Transport from the actors' out of town accommodation to the production office or film location will be provided by the production company.
- 37.3. Where a cast member is required to stay away from home overnight a reasonable amount of luggage will be transported at the production company's expense.
- 37.4. As an alternative to 36.1 and 37.1, the parties may agree to a relocation allowance being paid.

38. Local Travel Expenses

Where the production company does not provide transport, the following guidelines apply:

- 38.1. When the location of first call and/or last wrap is outside the zone, then travel expenses will be charged to and/or from that location to the centre of the travel zone.
- 38.2. Travel expenses will be charged between the location of first call and any subsequent locations (whether inside or outside the travel zone).
- 38.3. Alternatively the production company can provide transport.
- 38.4. The Automobile Association publishes information of the operating costs of motor vehicles. See www.nzaa.co.nz.
The Inland Revenue Department also holds information on this area.
See www.ird.govt.nz/employers/deductions/otherpayments/allowances/mileage.pdf
- 38.5. In extenuating circumstances, where a cast member is required to begin prior to or is detained to a time that prevents him/her travelling by reasonably safe public transport from or to his/her home (temporary or permanent as the case may be), the production company will provide for him/her proper conveyance to or from his/her home.

39. Insurances

- 39.1. The parties should discuss arrangements for appropriate domestic and/or international insurance cover and provide written confirmation when requested.
- 39.2. The cast member is responsible for the insurance of their personal belongings and equipment.
- 39.3. The production company may require the cast members to complete a medical examination as part of cast insurance.

39.4. The production company will generally carry

- (a) A Production Insurance
- (b) Public Risk and Liability Insurance

39.5. It is advisable that the cast member should carry the following insurances:

- (a) Personal belongings
- (b) Private or Business vehicle insurance

Assignments

40. Common Practice

- 40.1. It is common practice for the production company to be entitled to assign their rights to a third party without the cast member's consent. The production company will ensure that the assignee is required to fulfil the production company's obligations to the cast member.
- 40.2. It is common practice for the cast member to transfer and assign to the production company's the entirety of their moral and creative rights, for the payment of a fee.
- 40.3. The cast member cannot assign their rights to another party.

Health & Safety Policies

41. Requirement for Policies

41.1. All production companies must have their own Health & Safety Policy which should include:

- (a) Duties under the Health and Safety in Employment Act 1992 and its amendments. See www.osh.dol.govt.nz/law/hse.shtml
- (b) Harassment & discrimination policy
- (c) Smoke Free policy
- (d) Production company obligations
- (e) Cast members obligations
- (f) Accident reporting
- (f) Emergency & first aid procedures

Note: individuals do not have to have their own Health and Safety Policy, as long as they subscribe to the policy in place in the workplace and are aware of their responsibilities.

41.2. The screen production industry standard policy is the Code of Practice for Safety and Health in the New Zealand Film & Video Production Industry published by the NZF&VTG.

41.3. As an independent contractor, the cast member has an obligation to be aware of their responsibilities to their own and others' safety under the Health and Safety in Employment Act 1992 and its amendments.

41.4. It is recommended that all independent contractors should use the Code of Practice for Safety and Health as their individual health and safety policy.

42. Harassment & Discrimination

42.1. All individuals have a legal right not to be harassed or discriminated against in any form including sex, age, race and religion, political belief, sexual orientation, family and marital status, disability and the like.

42.2. Individuals have the responsibility to conduct themselves in an appropriate manner and not harass other persons.

42.3. A harassment or discrimination complaint should be made to, any production company appointed harassment officer, the production company, the actor's agent, or to the Human Rights Commission.

43. Smoke Free Policy

43.1. Every production company must by law have a written policy on smoking. This must at least include the requirements that smoking is not permitted in any common airspace and that everyone who does not smoke, or who does not wish anyone to smoke in their place of work, shall, so far as is reasonably practicable, be protected from tobacco smoke.

Dispute Resolution

44. Dispute Resolution

- 44.1. Ideally, initial methods for dispute resolution should be covered in the contract between parties, with reference to process and timeframes. Should a grievance or contract dispute occur between a cast member and a production company or between two cast members, the following options for resolution are:
- 44.2. In the first instance, the parties should attempt to seek a resolution by direct negotiation. The parties may request an observer or legal representative present at any negotiations.
- 44.3. If the parties agree that mediation is appropriate, they can request a neutral, independent industry member as mediator. Alternatively, the parties can appoint an independent professional mediation service or an agreed third party.
- 44.4. If the parties agree that mediation is not appropriate, they can request Arbitration which is an established system of dispute resolution between commercial entities and the decisions are recognised by the courts and subject to judicial review.
- 44.5. The Small Claims Court provides an effective means of settling simple contract & financial disputes, such as unlawful deductions from or part payment of invoices and insurance claims disputes where the amounts involved are less than \$7,500, or up to \$12,000 where both parties agree to submit to the Tribunal's jurisdiction.
- 44.6. The District Court and the High Court are the most recognised legal dispute resolution system and the parties should discuss this option with their legal advisers.
- 44.7. The Employment Relationship Authority and the Employment Court are responsible for all disputes between employees and employers and can resolve independent contractor / employee status issues.
- 44.8. The Human Rights Commission has dispute resolution processes for all forms of human rights discrimination and harassment including sex, age, race, religion, political belief and sexual orientation.

Appendices

Appendix 1: MAPS

Auckland Travel Zone Map



The Auckland Travel Zone is defined as a 20km radius circle around the Auckland Central Police Station at the corner of Cook Street and Mayoral Drive.

Major 20km radius borders:

1. SH 1 North, Redvale, 4.2km after Oteha Valley Rd exit, (north bound)
2. SH 17 North, Redvale, 0.2km after Durey Rd
3. SH 5 East, Whitford Road, Whitford, 0.26km before Wades Rd
4. SH 1 South, Manukau 0.7km after Manukau (Redoubt Rd) overbridge (south bound)
5. Piha Rd, 1.6km after Scenic Drive / Piha Rd intersection
6. Te Henga Rd, 0.25km past Scenic Drive intersection
7. SH 16 West, Kumeu, 0.1km before Access Rd

Wellington Travel Zone Map



The Wellington Travel Zone is a negotiated travel zone recognising the geography of the region.

Major borders:

1. SH 1 North, Plimerton, Vehicle Weigh Station north of Grays Road intersection
- 1.(a) Hongoeka Bay Rd, Plimerton, 1km past Quarry
- 1.(b) SH 58, Paremata-Haywards Rd, 1km north of road
2. SH 2, Western Hutt Rd at the Silverstream Bridge
3. Coast Rd, Wainuiomata at the Homedale sewerage treatment plant
- 3.(a) Wainuiomata, all of Moores Valley Rd & Reservoir Rd are inside the zone
4. Muritai Rd, Eastbourne at the locked gate

Christchurch Travel Zone Map



The Christchurch travel zone is defined as a 20km radius circle around the Christchurch Central Police Station, Hereford Street. The zone excludes the Purau / Port Levy Road.

Major 20km radius borders:

1. SH 1, Main South Rd, Rollerston, 1.5km past Weedons Rd intersection
2. SH 73, West Coast Rd, West Melton, 1.2km after Halkett Rd / Lawford Rd intersection
3. SH 71, Lineside Rd between Kaiapoi & Rangiora, 0.25km after Bramleys Rd intersection
4. SH 1 North, Christchurch Northern Motorway, Kaiapoi / Woodend, 0.3km before Main North Rd intersection
5. Diamond Harbour, intersection of Rawhiti St and Purau Avenue
6. Gebbies Pass Rd, 2.5km past Millers Rd intersection
7. SH 75, Christchurch / Akaroa Rd, Langleydale, 0.5km after Ahuriri Rd intersection

Dunedin Travel Zone Map



The Dunedin travel zone is defined as a 20km radius circle around the Dunedin Central Police Station at 25 Great King Street.

Major 20km radius borders:

1. SH 1 Southm Allanton, 0.45km after Grey St intersection & 6.4km before Dunedin Airport
2. SH 87, Mosgiel / Outram Rd, 0.65km after Riverside Rd intersection
3. SH 1 North, between Evansdale & Merton 0.2km after Wilson Rd intersection
- 3.(a) Coast Rd, Warrington, 0.3km after Reservoir Rd intersection
4. Harrington Point Rd, Otago Peninsula, 2.4km after Pakihau Rd intersection