

## INDIVIDUAL PERFORMANCE AGREEMENT

**As agreed between The Screen Production and Development Association and New Zealand Actors' Equity  
for use on New Zealand based productions**

**AN AGREEMENT** dated the

### PARTIES

of (the **Producer**)

of (the **Artist**) and represented by the Agent

### BACKGROUND

- A. The Producer has offered and the Artist has accepted the Role as a performer in the Production.
- B. This Agreement consists of the Key Terms below and the attached Standard Terms and Conditions which are incorporated in and apply to this Agreement.

### KEY TERMS

Information	
Production	(provisional name)
Production Base	Address: Contact Details:
Producer	Address: Contact Details:
Main Production Locations	
Production Type (e.g. television series, telefeature, feature film, documentary etc)	
Episode Name/Number(s) (if applicable)	
Role	
Artist's full legal name	
Artist's name for credit	
Is the Artist under 16 at any time during the Period of Service?	Yes / No (If "Yes", then Appendix 1 "Engagement of Child Artist" applies to this Agreement)
Artist's address and contact details (Producer will keep these confidential and will not release such details without the prior approval of the Artist)	
Artist's GST number (if applicable)	
Artist's IRD number	
Artist's Company (if providing services through a company)	Yes / No If "Yes" then Artist's Company's: Name:

	Incorporation Number: GST number:
Agent	
Agent's address and contact details	
<b>Artist's Services</b>	
Period of Service	
Pre-Production Period (may be subject to change by the Producer)	
Principal Photography Period (may be subject to change by the Producer)	
Artist's Anticipated Shoot Dates (may be subject to change by the Producer)	
Post Production Period (may be subject to change by the Producer)	
Extension Period (if applicable)	Up to days/ weeks from the end of the Period of Service
Additional Dates (if applicable)	As advised by the Producer (and subject to professional availability)
Working Day – Choose One	[10 or 11.25] hours (exclusive of a 45 minute unpaid meal break) from Artist's first call to Artist's last wrap
Working Week – Choose One	[5 or 6] consecutive days If 5 day Working Week then 2 days off should be scheduled together wherever operationally practicable If 6 day Working Week then 1 day off after 6 <sup>th</sup> day
Minimum call	5 hours for Performance or Rehearsal Call 2 hours for Non-Performance Call 5 hours for Post Production (ADR/post-syncing) Call
Does the Artist consent to appearing nude or semi-nude? (see clause 3)	Nude: Yes / No                      Semi-nude: Yes / No  Details: Full Frontal Nudity                      Yes / No Full rear nudity including buttocks                      Yes / No Upper frontal including breasts (if female)                      Yes / No
Does the Artist consent to use of stills of them appearing nude or semi-nude for publicity purposes? (see clause 3)	Nude: Yes / No                      Semi-nude: Yes / No
Does the Artist consent to performing stunts? (see clause 3)	Yes / No
Applicable Free Travel Zone (see clause 8 and Appendix 2)	Auckland / Wellington / Christchurch / Dunedin / other (define)
Period of Notice	Clause 14.2.8    [ ] weeks
Not less than 1 week	Clause 14.2.9    [ ] weeks

<b>Fee and other payments (some of these may not apply to the Artist)</b>	
Performance Weekly Rate (if applicable)	\$
Performance Daily Rate	\$
Performance Hourly Rate	\$
Non-Performance Daily Rate	\$
Half Day Rate	60% of applicable daily rate
Non-Performance Hourly Rate	\$
Non-Performance Weekly Rate (if applicable)	\$
Postponement Rate (not applicable when on a Weekly Rate i.e. a weekly engagement may not be postponed)	25% of either Non-Performance or Performance Daily Rate, as applicable where Call is postponed within 10 hours of the stipulated time, no fee payable where Call is postponed with more than 10 hours notice
Cancellation Rate (except for reasons of force majeure where no fee is payable; not applicable when on a Weekly Rate)	100% of either Non-Performance or Performance Daily Rate as applicable where a Call is cancelled within 24 hours of the stipulated time. No fee will be payable however where a Call is cancelled with more than 24 hours notice
Standby Day(s) (not applicable when on a Weekly Rate)	Yes / No -- if yes then: Date(s) - [            ] Rate - 25% of either Non-Performance or Performance Daily Rate, as applicable if the standby notice is between 1 to 10 hours. If more than 10 hours notice is given, there is no entitlement to the Standby Rate
Hold Day(s) (not applicable when on a Weekly Rate)	Yes / No - if yes then: Date(s) [            ] Rate - 50% of Non-Performance or Performance Daily Rate, as applicable
Overtime: Standard Working Day 6 <sup>th</sup> Day (in a 5 day Working Week) 7 <sup>th</sup> Day	Charged in increments of 15 minutes Performance Hourly Rate x 1.5 for first 2 hours and x2 thereafter Performance Hourly Rate x 1.5 for first 2 hours and x2 thereafter Performance Hourly Rate x 2 Standard Working Day rate applies to a 10 hour working day. For a 12 hour working day rate thereafter is x 2
Turnaround (break of 10 hours ( door to door when Artist away from usual city of residence) between end of one shooting day and commencement of the next and at least 58 hours (5 day week) or 34 hours (6 day week) if the next day follows a weekend)	A surcharge of 1 hour for each hour broken for the first 2 hours (i.e. Performance Hourly Rate x 2) and then a surcharge of 2 hours for each subsequent hour broken over 2 hours (i.e. Performance Hourly Rate x 3) Charged in increments of 15 minutes
<b>OR</b> Total Fee OPTIONAL (in which case no allowance for Overtime, Turnaround, Standby, Postponement, Hold or Cancelled Calls will be payable). Total Fee includes Performance and Non-Performance and Post Production Calls	The all inclusive fee of \$                    (plus GST if applicable). Total Fee payable as follows: • •

Per Diems (when the Artist is required to be away from their usual city of residence overnight)	Yes / No \$
Any Other Payments	Yes / No Details:
Public Holidays (see clause 7.1.13)	Yes / No –if yes then: Performance Hourly Rate x 2 for each hour worked
<b>Other Allowances</b>	
Accommodation provided	Yes / No Details:
Transportation provided	Yes / No Details:
<b>OR Relocation Allowance</b>	Yes / No Details:
<b>Artist's Property</b>	
List of Artist's property as agreed to be utilised in the Production (see clause 11.2)	<ul style="list-style-type: none"> <li>•</li> <li>•</li> <li>•</li> </ul>
Hireage Fee for Artist's property	Yes / No Amount:
<b>Credit</b>	
Credit Format (subject to clause 10)	
<b>Subsequent Series</b>	
Subsequent Series Option	Yes / No (if yes, then clause 21 applies)
Second Series Fee	%
Third Series Fee	%
Series 2 Option Expiry Date	
Series 3 Option Expiry Date	
<b>Merchandising</b>	
Involving Artist's voice and/or likeness	Yes / No - if yes, then by specific arrangement and details of which to be agreed in good faith between the parties
<b>Special Conditions (if any)</b>	

The parties confirm that they:

- (i) have had adequate and sufficient time to read this Agreement;
- (ii) fully understand and agree to all of its terms and conditions;
- (iii) have had the opportunity seek independent legal advice and have exercised their own judgment in entering into and executing this Agreement.

Signed in agreement:

**SIGNED** for and on behalf of                    )  
 the **PRODUCER**                                            ) \_\_\_\_\_

Name of signatory: \_\_\_\_\_

**SIGNED** by the **ARTIST**                                            )  
 \_\_\_\_\_

(Note: Agents cannot sign on Artist's behalf)

Where the Artist is under the age of 18 at the time of signature on this Agreement, their parent or legal guardian (not the Agent) must sign below:

I \_\_\_\_\_ as parent or legal guardian of the Artist, sign on behalf of and guarantee the performance of the Artist's services and obligations under this Agreement.

**SIGNED** by the **ARTIST's** parent or legal guardian) \_\_\_\_\_

## STANDARD TERMS AND CONDITIONS

### 1. ENGAGEMENT

- 1.1. The Artist has agreed to provide their services in performing the Role as set out in the Key Terms and on the Terms and Conditions set out in this Agreement.
- 1.2. The Agreement commences on the first date of the Period of Service and will remain in force until the end of the Period of Service, which is deemed to include any and all Additional Dates or until the end of the Extension Period whichever is the later, unless earlier terminated. The grant of rights, obligations of the Artist after the Period of Service, confidentiality, indemnities and all other provisions reasonably expected to survive will survive the expiry or earlier termination of this Agreement.
- 1.3. In the event that the Artist chooses to lend out their services via a company (as named in the in Key Terms) (the **Artist's Company**) then any reference to the Artist in this Agreement will be deemed to include and bind the Artist's Company.

### 2. ARTIST'S SERVICES

- 2.1. Without limiting the provisions of clause 1.1, the Artist agrees to:
  - 2.1.1. Pre-Production Period: provide their services on a first priority but non-exclusive basis with respect to read-throughs, tests, wardrobe fittings, makeup tests, rehearsals, auditions, story/production conferences, publicity sessions and/or interviews, stills and publicity photograph sittings, and the like. Alternatively, the Artist's services under this clause will be exclusive if the Artist is being paid a Weekly Rate or Total Fee;
  - 2.1.2. Principal Photography Period: provide their services on an exclusive basis on the Artist's Anticipated Shoot Dates and for their actual Working Day and on a first priority but non-exclusive basis on the other dates during the Principal Photography Period. Alternatively, the Artist's services under this clause will be exclusive throughout the Principal Photography Period if the Artist is being paid a Weekly Rate or Total Fee;
  - 2.1.3. prepare for and perform the Role to the best of the Artist's ability and skill and to comply willingly with all reasonable directions given by or on behalf of the Producer for the purposes of performing the Role;
  - 2.1.4. attend at such times and places as specified by the Producer to perform the Role and tasks related to performing the Role including but not limited to wardrobe fittings, makeup, calls, publicity sessions and/or interviews, stills and publicity photograph sittings, rehearsals, filming, re-voicing, post syncing and the shooting of material for titles, and the like (the **Calls**). The Artist will attend Calls punctually and regularly except if prevented by illness or accident or such other reason as accepted by the Producer. If the Artist is unable to attend any Calls due to illness or accident or for any other reason then the Producer must be notified as soon as reasonably practicable of the Artist's unavailability and the reasons for it and in the case of illness or accident the Artist will if requested provide the Producer with a medical certificate from a registered medical practitioner confirming such illness or accident;
  - 2.1.5. Post Production Period: make themselves available on a first priority but non-exclusive basis at those times to be agreed with the Producer for post-production purposes, including post-syncing of voice and other performance requirements, and participate in publicity and promotional appearances relating to the Production. Alternatively, the Artist's services under this clause will be exclusive if the Artist is being paid a Weekly Rate or Total Fee;
  - 2.1.6. Extension Period: make themselves available if required, on a first priority but non-exclusive basis for additional post-production purposes, including but not limited to re-takes, close-ups, added scenes, trailers or for changes including but not limited to foreign versions of the Production, and participate in publicity and promotional appearances relating to the Production. Alternatively, the Artist's services under this clause will be exclusive if the Artist is being paid a Weekly Rate or if the Extension Period is being used for shooting, rather than post-production;
  - 2.1.7. at mutually agreed times outside the Period of Service (except for the launch or release of the Production which will be at the time advised by the Producer) and subject to professional commitments, participate in publicity and promotional appearances relating to the Production.
- 2.2. It is agreed that when the Artist is providing their services on a first priority but non-exclusive basis then they

will be entitled to accept other professional acting engagements provided that those engagements do not materially affect their obligations owed in respect of the requirements of the Role. It is further agreed that in the event that the Producer needs to change any of the dates for the periods as previously agreed and as referred to above then they must first discuss the proposed changes with the Artist with it being accepted that the Artist's ability to commit to any such changes will be subject to the Artist's professional availability.

- 2.3. The Producer will endeavour to provide the Artist with as much advance notice as they are reasonably able if the Artist is required to perform their services during the Extension Period or at other times.
- 2.4. The Artist acknowledges that they are an independent contractor and that this Agreement is a contract for services. The parties also acknowledge and accept that there is no employer and employee relationship between the Artist and the Producer and that the Employment Relations Act 2000 (or and any statutory re-enactment or modification of it) has no application or bearing to this Agreement.

### **3. NUDITY, STUNTS AND DOUBLES**

- 3.1. The Artist will only be required to perform nude or semi-nude as part of their performance of the Role if they have agreed to do so in the Key Terms.
- 3.2. Prior to obtaining the Artist's consent to appear nude or semi-nude the Producer will disclose to the Artist the following:
  - 3.2.1. the scene(s) in which the nudity will be required subject however to the script being available;
  - 3.2.2. the extent of the nudity required;
  - 3.2.3. the type of contact (if any) required by the scene;
  - 3.2.4. the nature of any wardrobe required;
  - 3.2.5. any other information required in order for the Artist to provide their full and informed consent.
- 3.3. Where the Artist has agreed to perform nude or semi-nude but the script as referred to in clause 3.2.1 is not yet available then the Producer will agree to provide the Artist with a copy of the script as soon it is available and will allow the Artist a reasonable period of time to review the script in respect of the relevant scenes(s) and then to discuss with the director elements concerning the scene(s), such as those described in clauses 3.2.2 to 3.2.5. Furthermore, it is agreed that:
  - 3.3.1. with the exception of the final dress rehearsal for camera and lighting purposes, the Artist will not be required to be nude or semi-nude for rehearsals of scenes involving nudity;
  - 3.3.2. during the rehearsals 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, and observation by monitor or other means off-set will be prohibited
- 3.4. The Producer will only be entitled to use nude or semi-nude stills of the Artist for bona fide publicity purposes if the Artist has consented to this in the Key Terms. The selection of stills for such use must be approved by the Artist, such consent not to be unreasonably withheld or delayed.
- 3.5. The Artist will only be required to perform stunts as part of their performance of the Role if they have agreed to do so in the Key Terms. It is agreed in order to allow the Artist to make an informed decision the Producer will fully disclose the level of stunt required (e.g. level of discomfort and/or perceived danger etc) and its expectations concerning that aspect of the performance. This does not prevent the Producer requiring the Artist to be involved in any special effects scenes, provided the Artist is not required to perform any stunt.
- 3.6. At any time when stunt work is being carried out the Producer will ensure that a stunt coordinator is on set and does not have any other duties at the time the stunt is being performed.
- 3.7. The Producer shall ensure that a safety report is completed by a suitably qualified person before production commences (for a series where scripts are not completed before production commences, the safety report will be completed before production of the particular episode commences). If the safety report recommends that a safety officer be on set at the time a stunt is being performed then the Producer will ensure that a suitably qualified safety officer is on set in addition to the stunt coordinator, where a stunt is being performed.
- 3.8. Where the Artist has not agreed to provide nude or semi-nude scenes or perform stunts then the Producer will be entitled to use the services of a body double for such scenes in substitution for the Artist. If the

Producer chooses to use the services of a body double for the Artist in those circumstances, the Artist will be entitled to approve the person used, such approval not to be unreasonably withheld or delayed.

- 3.9. The Producer will not, without the Artist's consent (such consent not to be unreasonably withheld or delayed), use a double for the Artist in acts, poses, appearances, voice or sound effects attributed to or to be attributed to the Role except as provided in clause 3.8 or under the following circumstances:
- 3.9.1. when necessary to expeditiously meet domestic or foreign censorship requirements or requirements of foreign exhibition;
  - 3.9.2. at the request of a broadcaster, distributor, completion bondor or financier of the Production when the voice of the Artist is deemed inappropriate for the Role;
  - 3.9.3. when the Artist is unavailable provided the Artist has been given a reasonable period of notice (time being of the essence) to undertake the work;
  - 3.9.4. when the Artist fails or is unable to meet the requirements of the Role, such as, but not limited to, singing or playing an instrument or other similar services requiring a specific talent or ability not possessed by the Artist;
  - 3.9.5. for long shots or background shots or scenes in which the Artist will not be readily recognisable to the general public or for second unit work;
  - 3.9.6. when in the reasonable opinion of the Producer the services to be performed by the Artist are considered hazardous.

#### 4. ARTIST'S OBLIGATIONS

##### 4.1. The Artist undertakes and warrants that:

- 4.1.1. they are free to enter into this Agreement and have not entered into and will not in the future enter into any agreement or partake in any activity which could reasonably be expected to prevent or inhibit their performance and observance of any of their obligations under this Agreement;
- 4.1.2. to the best of their knowledge they are in good health and have no condition which would prevent the Producer from obtaining life, health, accident cast or other insurance covering their services at rates normal to their age and sex and without exclusions and without payment of any extra premium;
- 4.1.3. they will attend punctually the locations on the dates and times required by the Producer;
- 4.1.4. they will at all times provide their services to the best of their ability and skill and in line with services customarily provided by actors of comparable experience and calibre and in the type of production as identified in the Key Terms;
- 4.1.5. they shall at all times (throughout the Period of Service and prior to and during the Production's first public broadcast or release) and in all public places conduct themselves in a professional and responsible manner and not do anything which could adversely affect or bring into disrepute the Production, the Producer or the relevant television network (if applicable). Examples of misconduct under this clause include, without limitation, illegal substance abuse, intoxication by way of alcohol abuse, excessive expressions of anger and/or any violent or abusive behaviour;
- 4.1.6. throughout the Period of Service when their services are not required they will keep the Producer reasonably informed of their whereabouts and provide the Producer with contact numbers and addresses and will not leave the city/town in which the Production is shooting without the prior consent of the Producer, such consent not to be unreasonably withheld or delayed;
- 4.1.7. so as to ensure they look and appear the same as they did at the date of this Agreement (this being acknowledged as being of the utmost importance to the Producer in ensuring they are able to meet the requirements of the Role) they will not cut/restyle, colour, or alter in any way their hair, teeth, eyebrows, skin, body size or general physical appearance including without limitation becoming underweight, overweight, or piercing, or tattooing any visible part of their body without the prior written consent of the Producer, and they will allow the Producer to cut, colour or otherwise style their hair so as to meet the requirements of the Role and of the Production provided that at the end of the Period of Service and if requested to by the Artist the Producer will return the Artist's hair to its original condition and if this is not possible (e.g. if it has been cut) to



such reasonable standard as agreed between the parties. The Artist agrees that during any Subsequent Series Option (if applicable) the Artist will not make any alteration to their physical appearance that will permanently change their appearance so as to make them incapable of meeting the requirements of the Role;

- 4.1.8. they will not bring or cause to be brought to the place of the Production or filming any animal (unless required by the Producer to do so), nor any person (unless that person is bona fide connected to the Production) nor any harmful goods or substances;
- 4.1.9. they will not charge any item or service to the Producer or the Production unless prior authorisation has been obtained from the Producer, and they will meet all personal expenses including, but not limited to, personal telephone calls etc;
- 4.1.10. they will promptly return and in good condition all wardrobe, or other items, supplied by the Producer in respect of the Role and/or the Production and will reimburse the Producer (if requested) for any loss and/or damage to any wardrobe or other items, or any third party property, fair wear and tear and damage caused in the course of performing the Role excepted;
- 4.1.11. if they are in control of one of the Producer's vehicles (whether owned or hired by the Producer), they will:
  - 4.1.11.1 hold the current correct driver's licence, evidence of which must be supplied to the Producer prior to the first use of a vehicle, and comply with all required conditions regarding the operation of the vehicle;
  - 4.1.11.2 comply with all applicable statutes, regulations and rules while driving or otherwise in control of the vehicle;
  - 4.1.11.3 pay all fines or costs associated with failure to comply, including without limitation parking or speeding fines, confiscation costs, legal fees, storage costs;
  - 4.1.11.4 be liable for any excess payable by the Producer on its insurance policy if the damage being claimed under the insurance policy is due to the Artist's negligence and/or fault;
  - 4.1.11.5 be liable for damage and/or replacement costs of the vehicle where the Producer's insurance does not cover those costs due to the Artist's negligence and/or fault.

Where the Artist is driving a vehicle in character and is under the Producer's direction then it is agreed that clauses 4.1.11.4 and 4.1.11.5 will not apply except where the Artist fails to comply with the reasonable instructions of the Producer as to use of that vehicle.
- 4.1.12. If they are the driver or passenger in an accident involving one of the Producer's vehicles (whether owned or hired by the Producer), then if requested they will complete an accident report for the purposes of insurance;
- 4.1.13. they will comply with all reasonable instructions and policies as provided by the Producer including, but not limited to health and safety, harassment, smoking, IT, transport and confidentiality;
- 4.1.14. they will be fully responsible for all taxes, levies (including ACC) and other payments applicable to contractors under law. However, withholding or other applicable taxes will be deducted by the Producer as required by law in accordance with clause 7.

## 5. PRODUCER'S OBLIGATIONS

### 5.1. The Producer will provide:

- 5.1.1. in a hygienic condition, all make-up, make-up tools, wigs, special accessories and any special wardrobe required to be used in rehearsal and performance. Where the Producer requests and the Artist agrees to provide any specific wardrobe or accessories, then both parties will agree to the Artist being reimbursed on provision of a receipt or invoice (as applicable) for reasonable costs associated with the provision of them;
- 5.1.2. individual make-up sponges, contact lenses, mascara wands and lip treatments;
- 5.1.3. the Artist with the opportunity to use their own hair brush;
- 5.1.4. dressing rooms (which on location may be a campervan or similar) or a place of privacy should a

change of wardrobe be required, to be located as close in proximity to set and/or location as is reasonably practical;

- 5.1.5. bathroom and washing facilities (with, soap and towels and if practicable and taking into account the location and budget of the Production, hot and cold running water) to be located in close proximity to set and/or location as is reasonably practical;
  - 5.1.6. a safe and secure area for the deposit of the Artist's personal possessions whilst on set;
  - 5.1.7. when working outdoors in winter or in close proximity to or in water, a warm and dry area to return to when not required on set;
  - 5.1.8. when filming in a studio the Producer shall provide a quiet private space for all artists to prepare for filming (the **Green Room**). The Green Room will be in close proximity to the filming area and shall have adequate seating for all artists on set on any one day;
  - 5.1.9. when filming on location the Producer shall provide a sheltered area for all artists and will ensure that (subject to location) a reasonably comfortable temperature is maintained within this area by way of heating, or air conditioning. The Producer shall also ensure that the sheltered area provided contains adequate seating for all artists on set at any one time. The Producer will provide facilities that take into account the age and physical status of the Artist, and the nature of the location;
  - 5.1.10. access to footage of the Artist's performance in the Production for the sole purpose of using such footage in the Artist's show reel and not otherwise for public dissemination provided that unless otherwise agreed access will not be granted until following the first theatrical release or public broadcast of the Production in New Zealand; the selected footage (in aggregate) will not total more than 3 minutes; and the Artist will reimburse the Producer or any third party for the reasonable costs of accessing and/or editing such footage.
- 5.2. During the Principal Photography Period, the Producer will provide:
- 5.2.1. a meal break of 45 minutes approximately 5 hours after commencement of the Production's working day. It is agreed however that where other cast members have different call times then the meal break will take place at the time as scheduled for the majority of cast and crew;
  - 5.2.2. refreshments (tea, coffee, cold drinks) and, subject to the budget and location of the Production, light snacks, on an ongoing basis throughout the day;
  - 5.2.3. reasonable opportunities to take toilet breaks;
  - 5.2.4. light breakfast snacks if an early call (that is prior to 6am) or broken turnaround makes it unreasonable or impracticable for the Artist to provide their own breakfast. Time taken for breakfast is not paid unless the break is required to be taken after the Artist's call time;
  - 5.2.5. sufficient time during the Working Day to apply and remove make-up and to fit and remove costumes with up to 15 minutes (or longer by specific agreement) at the end of the Working Day (and counted as time worked) to remove make-up and/or change out of costume.
- 5.3. During the Period of Service, the Producer agrees to:
- 5.3.1. address the Artist in a professional manner;
  - 5.3.2. act in a responsible manner;
  - 5.3.3. ensure that any of the Producer's vehicles (whether owned or hired by the Producer) that the Artist is required to drive or be in control of are fully insured, coverage of insurance being subject to exclusions if required by the Production's insurer.
- 5.4. Furthermore, the Producer accepts that where the Artist has authorised a person to represent them, that person will be granted access to the Artist during the Working Day on production of reasonable evidence of their authority to represent the Artist, provided that times and places of access do not unreasonably disrupt the operational requirements of the Producer and/or the Production and that person complies with all reasonable instructions of the Producer, particularly with regard to health and safety and confidentiality. Access to the Production site may be agreed at other times between the Producer and the Artist for any union meeting.

## 6. FEE

- 6.1. The Artist will receive payment of fees in accordance with the provisions of this Agreement (the **Fee**).
- 6.2. The Artist agrees that promotional appearances scheduled on dates within the Period of Service, such as media interviews, stills and publicity photography sessions and other adjuncts to the provision of the Artist's services are included within the Fee.
- 6.3. Subject to the Artist's availability, the Artist agrees to attend publicity and promotional appearances such as media interviews, stills and publicity photography calls and adjuncts to the provision of the Artist's services scheduled on dates outside the Period of Service and that the attendance by the Artist is a service which is included within the Fee. The Producer will only be responsible for publicity and promotion-related expenses incurred by the Artist which are pre-approved by the Producer. It is anticipated that travel and accommodation and other publicity and promotional related expenses will in general require the approval of, and be met by, the Production's distributors or the relevant domestic television network (as applicable).

## 7. PAYMENT

- 7.1. The Producer will keep a daily cast time sheet for each artist detailing the start times, finishing times and break times for each artist and will provide a copy of the time sheet to each artist and/or their Agent on a weekly basis, no more than 7 days after services.
- 7.2. Prior to payment of the Fee either the Artist or the Agent will supply the Producer with an invoice detailing the Fee as due for payment.
- 7.3. Payments will be made weekly in arrears following the Producer receiving an invoice from the Artist and/or the Agent;
- 7.4. The Artist will not receive any Fee for any period during which the Artist is unable to perform their services due to any circumstance relating to the Artist's unavailability.
- 7.5. The Artist will not be entitled to any payments other than those specified in the Agreement and specifically there is no entitlement to holidays, holiday pay, benefits relating to sickness, superannuation, parental or bereavement leave or services rendered by the Artist at night or on weekends, except where payment for services at night or on weekends is set out in the Key Terms.
- 7.6. If the Artist requires reimbursement for any agreed expenses, the Artist or the Agent is required to itemise those expenses on the Artist's invoice and must supply GST receipts supporting those expenses.
- 7.7. Payments made to the Artist will be gross amounts, exclusive of GST.
- 7.8. The Producer will deduct withholding tax and any other applicable taxes as required by law.
- 7.9. GST will be paid to the Artist if the Artist or the Agent supplies a tax invoice.
- 7.10. Payment made to the Agent is payment to the Artist and payment by the Producer to the Agent represents a discharge of the Producer's payment obligations to the Artist.
- 7.11. All sums in this Agreement are expressed in New Zealand dollars, unless agreed otherwise.
- 7.12. In addition to the Fee, Other Payments and Allowances as set out in the Key Terms (if any) will be paid by the Producer.
- 7.13. Recognised screen production industry public holidays are New Year's Day, Waitangi Day, Easter Friday, Easter Monday, Labour Day Christmas Day and Boxing Day. Extra payment for working on public holidays is not compulsory and is subject to the Producer's agreement. For long term engagements the Producer will take every effort to incorporate public holidays in rest and/or hiatus breaks.

## 8. TRAVEL / ACCOMMODATION

- 8.1. Travelling time is excluded from the calculation of the working day unless the Artist is required to perform services at a site outside the designated and applicable Free Travel Zone as set out in Appendix 2. Any travel time outside of the Free Travel Zone will be charged in 15 minute increments and travel time to and from a location can be combined. In case of a child under 16 please refer to Appendix 1.
- 8.2. Unsealed roads and off road tracks within the Free Travel Zone are excluded from the Free Travel Zone (except that short unsealed access roads to the unit base, for example on farms etc, are included in the Free Travel Zone). Also excluded are locations inside the Free Travel Zone where access is from outside the Free Travel Zone.

- 8.3. Where an Artist claims expenses for travel outside the Free Travel Zone, the Artist must keep a log book recording locations, distances, dates and times of travel, and provide copies of this information to the Producer at the time they present their invoice.
- 8.4. Travel to and from the Production Office (provided it is within the Free Travel Zone) and the Artist's usual place of residence will not be calculated as part of the Working Day.
- 8.5. Where the Artist is engaged in overtime, travel within the Free Travel Zone is within the Artist's own time and unpaid.
- 8.6. If turnaround is broken by travel time, travel within the Free Travel Zone is within the Artist's own time and unpaid.
- 8.7. In extenuating circumstances, where a Artist is required to begin prior to or is detained to a time that prevents the Artist travelling by reasonably safe public transport from or to the Artist's home (temporary or permanent as the case may be) and the Artist usually travels via such means then the Producer will provide the Artist with proper conveyance to or from the Artist's home.
- 8.8. Travel not covered by this Agreement will be negotiated by the Producer and the Artist (or Agent) and recorded in "Special Conditions" in the Key Terms.
- 8.9. Where the Artist is required to travel out of their usual city of residence, the costs of reasonable travel will be paid for by the Producer unless agreed otherwise. This may include (where required) flights, airport transfers, rental vehicles, taxis or hire of the Artist's own vehicle.
- 8.10. Where the Artist is required to stay away from their usual city of residence overnight, the costs of reasonable accommodation will be paid for by the Producer as will costs associated with the transportation of a reasonable amount of luggage. Transport from the Artist's out of town accommodation to the Production Office or film location will usually (and subject to clause 8.11) be provided by the Producer. Budget and location dependant, the Producer will use its best endeavours to ensure that accommodation is a single room. In addition, Per Diems (if applicable) as set out in the Key Terms will be paid by the Producer to cover such items as meals, laundry and other incidental items. .
- 8.11. If Per Diems are agreed, they will be paid in accordance with the Producer's Per Diems policy and in compliance with Inland Revenue Department requirements, including:
  - 8.11.1 the Artist must invoice for per diems, showing the relevant day, date and location that the Artist is claiming per diems for. Per diems will be paid to the Artist's bank account, not to the Agent;
  - 8.11.2 per diems are subject to GST if the Artist is GST-registered;
  - 8.11.3 if the per diems are \$60 or less per day (and the Artist uses the IRD's exemption method of claiming expenses), no withholding tax will be deducted from them;
  - 8.11.4 in exceptional circumstances, per diems may be paid in cash prior to invoice. The Artist must still provide an invoice, itemising the per diems value already received in cash. If the Artist is GST-registered: the cash payment will exclude the GST value; the invoice should include the per diems amount received in cash, plus the GST value; and the extra GST amount will be paid into the Artist's bank account.
- 8.12. As an alternative to 8.9 and 8.10, the parties may agree to a relocation allowance or such other arrangements as agreed between them.
- 8.13. Details for international travel and accommodation will be negotiated between the Artist (or Agent) and the Producer.

## 9. GRANT OF RIGHTS

- 9.1 In consideration of the payment of the Fee the Artist irrevocably grants sells and assigns with full title guarantee the entire copyright (including by way of present assignment all future copyright) and all other rights of whatsoever nature to which the Artist now has or may in the future become entitled (including without limitation any and all rental and lending rights and all satellite broadcasting and cable re-transmission rights) in and to the provision of the Artist's services on the Production and the exploitation of the Production throughout the world and in perpetuity in all and any media now known or hereafter devised for the full period of copyright including all extensions and renewals of the same.

- 9.2 The Artist also grants to the Producer any consents required under the Copyright Act 1994 and any statutory re-enactment or modification of it (the **Copyright Act**) (including any consents relating to performers' rights) and irrevocably and unconditionally waives in perpetuity any so-called "moral rights" in respect of the Artist's services on the Production whether arising pursuant to the Copyright Act (including sections 94, 98 and 107 of the Copyright Act) or otherwise arising.
- 9.3 Without limiting the provisions of clauses 9.1 and 9.2 the Artist acknowledges and agrees that:
- 9.3.1 the character created by the Role and performance of the Artist's services pursuant to this Agreement are the property of the Producer and the Artist has no interest or right whatsoever in the imaginary person or character created;
  - 9.3.2 the Producer will automatically own as a "commissioned work" any and all material, images, words, writings, ideas, gags, dialogue, melody and lyrics composed, submitted or interpolated by the Artist in connection with the provision of the Artist's services (the **Material**);
  - 9.3.3 for the purposes of United States copyright law the provision of the Artist's services is deemed a "work-made-for-hire" for the Producer;
  - 9.3.4 the Producer has the right, but not the duty, to use, adapt and change such Material, or any part of it and to sell, copy, publish, reproduce, record, transmit, broadcast by film, radio, television or by any other means required, perform, photograph with or without sound (including spoken words, dialogue and music synchronously recorded) such Material and to communicate the same by any means now known or hereafter devised, either publicly and for profit, or otherwise;
  - 9.3.5 the Producer is entitled to, and own in addition to, the Artist's services and the Material, all of the results and proceeds of the Artist's services and the Material, including all rights throughout the world of production, manufacture, recording and reproduction by any art or method, whether now known or hereafter devised, and whether such results and proceeds consist of literary, dramatic, musical, cinematographic film, mechanical, or any other form of work theme, idea, composition, creation or product;
  - 9.3.6 the Producer has the right to edit the Artist's portrayal of the Role and may exclude the Artist's portrayal of the Role from the Production at its sole discretion;
  - 9.3.7 the Producer has the right to include or procure the inclusion in the Production of recordings in any language, of the voices of another person or persons speaking the lines and making sound effects of the Artist's visual portrayal of the Role providing that, subject to clause 3.10, the Artist will be given first opportunity to dub in English where such dubbing is in the reasonable control of the Producer;
  - 9.3.8 the Producer has the right in perpetuity and throughout the world to use or authorise others to use the Artist's name, voice and likeness for and in connection with the Production, the soundtrack (including soundtrack album), trailers, and documentary and/or "making of" programmes and all advertising (including the Artist's name and likeness on sleeves, jackets and other packaging for soundtrack albums, DVDs, discs, written publications and the like), merchandising, publicity, and other means of exploitation of any and all rights relating to the Production and any element/s of it provided that photographs of the Artist not taken in respect of the Production or other biographical material will not be used or authorised to be used without the Artist's prior written consent (not to be unreasonably withheld or delayed);
  - 9.3.9 the Producer and/or the distributor/s of the Production will have full and exclusive control of the production, distribution and exploitation of the Production and the Artist will not have any say or control whatsoever in connection with those activities.
- 9.4 Any footage of the Artist's performance (taken during any stage of the Production) shall only be used in the production, promotion and exploitation of the Production or for award ceremonies or for historical, review, reminiscent or educational purposes and not for any other production. For the avoidance of doubt
- 9.4.1 this does not prevent use of the footage in "making of" programmes or use of any behind-the-scenes footage for inclusion as part of an extras package on any DVD or disc or on any other medium (e.g. for download) in respect of the Production and which the Producer is entitled to release provided however that is accepted that the footage chosen for use will not be of such a nature as could be considered (on an objective basis) to be derogatory to the Artist;

- 9.4.2 the Producer will not, without the Artist's prior written consent, use footage of the Artist's audition for purposes other than evaluating the Artist's suitability for the Role;
- 9.4.3 the Producer will not, without the Artist's prior written consent provide blooper footage to third parties for use in productions that are unconnected with the Production (e.g. general bloopers compilation shows).
- 9.5 An Artist's name, voice or likeness shall not be used to endorse any commercial product or service without the Artist's prior written consent. Prior to obtaining the Artist's consent the Producer will disclose to the Artist the following:
  - 9.5.1 a description of the commercial product or service;
  - 9.5.2 the brand name that will be associated with the commercial product or service;
  - 9.5.3 the type of advertising proposed to be used e.g. print, television, internet etc;
  - 9.5.4 any proposed dates and territories for the advertising;

The Producer and the Artist will also negotiate in good faith for appropriate remuneration to be paid to the Artist for the use of their name, voice or likeness in respect of the commercial product or service.

It is agreed that this clause does not restrict the Producer's ability to include product placement within the Production or preclude any sponsorship arrangements, promotion or endorsement of the Production itself or the Producer or the relevant television network (if applicable) and it is acknowledged that these arrangements, promotions or endorsements are permitted without the requirement for further consent or payment to the Artist.

- 9.6 All rights granted or agreed to be granted to the Producer under this Agreement will vest in the Producer immediately once they take effect and will remain so vested whether this Agreement expires in normal course or is terminated for any reason.

## 10 CREDIT

- 10.1 Subject to the visible appearance of the Artist in the Role in the Production, and to the Artist having a speaking or named part, the Producer will accord the Artist a visual and legible credit (in the form set out in the Key Terms, or if not set out in the Key Terms then as the Producer considers, at its sole discretion, appropriate) on the master version of the Production that it provides to the distributors and exhibitors of the Production.
- 10.2 No casual or inadvertent failure by the Producer to comply with the provisions of this clause 10 and no failure of persons other than the Producer to comply with the provisions or with their contracts with the Producer will constitute a breach of this Agreement by the Producer but the Producer shall as soon as reasonably practicable make reasonable efforts to remedy on a prospective basis any such failure of which it has received notice from the Artist provided that the Producer will not be required to incur any legal costs or other material expenses in respect of the same and under no circumstances shall the Company be required to recall any prints or advertising material in respect of the Production.
- 10.3 Unless otherwise agreed between the parties, there is no obligation to accord the Artist any credit in paid advertising and/or publicity, although the Producer may elect, in its sole discretion, to accord the Artist a credit in those circumstances.

## 11 INSURANCE

- 11.1 The Producer will carry such production insurance cover in respect of the Production as they and/or the financiers and/or completion guarantor of the Production deem appropriate.
- 11.2 The Producer is not liable for any loss or damage to the Artist's property occasioned during the term of this Agreement unless such property has been hired by the Producer from the Artist or such property with the has been utilised by the Artist as part of their performance or loss or damage is caused to such property by the negligence and/or fault of the Producer. For the sake of clarification the Artist's property to be utilised in the Production will be listed in the Key Terms.
- 11.3 The Producer may secure in its own name or otherwise and at its own expense, life, health, accident, cast and/or other insurance covering the Artist and other cast or crew and the Artist will not have any right, title or interest in or to any such insurances. If however the Artist is required by the Producer to travel overseas then the Producer will be responsible for providing reasonable personal travel and medical insurance for

the duration of the time the Artist is required to be overseas.

11.4 The Producer may require the Artist to submit to the usual and customary medical and other examinations as may reasonably be required by any insurance company to which any application for insurance cover pertaining to the Artist is made.

11.5 The Artist confirms that any answers they provide to questions asked for the purposes of insurance will be truthful in all respects.

## 12 HEALTH, SAFETY & WELFARE

12.1 The parties are committed to complying with the Health and Safety in Employment Act 1992 (or and any statutory re-enactment or modification of it) (the **Health and Safety in Employment Act**) and applicable codes of practice such as the Code of Practice for Safety and Health in the NZ Film and Video Production Industry (the **Code**) and any guidelines and policies promulgated by the Producer. The Producer shall make available to the Artist any such guidelines and policies, or any other relevant obligations and the Artist will be responsible for ensuring they are conversant with and will comply with the same and with the Health and Safety in Employment Act and the Code.

12.2 The Producer will ensure that trained safety personnel, first aid and safety equipment are supplied in locations or situations where it is believed there is any element of risk to the Artist, and all incidents or accidents will be punctually recorded and reported where necessary under the Health and Safety in Employment Act.

12.3 The Producer has a commitment to eliminating harassment, including sexual and racial harassment in the workplace. If the Artist becomes aware of any such harassment or other similar issues or believes that they have been subjected to inappropriate conduct of this nature then the Artist should immediately advise the Producer of this.

## 13 AWARDS

13.1 The Producer is entitled to nominate the Artist for consideration for any award in any television or film competition, festival or event in New Zealand or elsewhere. The Producer will advise the Artist (prior to and upon confirmation of acceptance) of any such nomination.

## 14 SUSPENSION AND TERMINATION OF AGREEMENT

14.1 This Agreement may be suspended immediately by the Producer in the event of:

14.1.1 any event of force majeure (which for the sake of clarity shall mean the interruption of or material interference with the preparation, production, completion or distribution of the Production by any event beyond the reasonable control of the Producer. For the avoidance of doubt the inability to secure or provide necessary labour (including as a result of any strike or other labour dispute), power, commodities, equipment, transportation or transmission or technical facilities or the death, breach, disability, disfigurement or unavoidable absence of key personnel rendering services on the Production shall be deemed to be beyond the Producer's reasonable control;

14.1.2 any incapacity of the Artist which prevents the Artist from performing or complying with any material term of this Agreement (the **Artist Incapacity**);

14.1.3 any failure or refusal by the Artist to perform or comply with any material term of this Agreement at the times and in the manner reasonably required by the Producer (other than by reason of an act of force majeure or Artist Incapacity) (the **Artist Breach**);

The Artist will be entitled only to be paid for the Artist's services provided up until the date of suspension, including payments already invoiced but not yet paid prior to the date of suspension. During the period of any suspension, no fees or other benefits shall accrue, become payable or be provided to the Artist. Unless otherwise agreed by the Producer (such consent not to be unreasonably withheld), the Artist shall not render services for any third party during a suspension, except that the Artist may render services to third parties during any suspension for a force majeure event, subject to the Producer's right to require the Artist to resume services on the Production on 48 hours' prior notice. The Producer shall have the right (exercisable at any time) to extend the period of the Artist's services and the running of all periods of time under this Agreement for a period equal to the period of such suspension.

14.2 This Agreement may be terminated:

- 14.2.1 immediately by mutual agreement between the parties;
  - 14.2.2 immediately by the Producer if it is unable to obtain the equivalent of cast insurance for the Artist without exclusions and without payment of extra premium;
  - 14.2.3 immediately by the Producer if an Artist Incapacity continues longer than 5 consecutive days or an aggregate of 7 or more days during the period of the Artist's services; however if such Artist Incapacity occurs during any period when the Artist's services are exclusive to the Producer including during the Principal Photography Period, then the said time period will be reduced to 3 and 5 days respectively;
  - 14.2.4 immediately by the Producer if any event of force majeure as referred to in clause 14.1.1 continues for 2 or more consecutive weeks;
  - 14.2.5 immediately by the Artist (and provided that the Artist has not in any way contributed to the force majeure event) if any event of force majeure as referred to in clause 14.1.1 continues for 12 or more consecutive weeks or an aggregate of 12 or more weeks during the term of this Agreement provided that any such termination notice shall be ineffective if within 1 week after notification the Producer discontinues such suspension and resumes payments to the Artist;
  - 14.2.6 immediately by the Artist if the Production is abandoned or cancelled;
  - 14.2.7 immediately by the Producer in the event of an Artist Breach and provided it is capable of being rectified (as determined by the Producer acting reasonably) the Artist has not rectified the same within 48 hours of notification of the Artist Breach;
  - 14.2.8 by the Producer serving the Artist with the relevant Period of Notice as set out in the Key Terms if the Production is abandoned or cancelled for any reason prior to, during or following the Principal Photography Period;
  - 14.2.9 by the Producer serving the Artist with the relevant Period of Notice as set out in the Key Terms if in the Producer's sole discretion it either: decides to temporarily or permanently delete the Role from the Production or the Role is subsequently terminated; or decides that the Artist is unable to perform the Role for any artistic reason. In such an event Artist may be required by the Producer to serve out the Period of Notice or not serve out the Period of Notice provided however the Artist is paid the amount as due to them in respect of the Period of Notice.
- 14.3 In the event of termination of this Agreement and except for notice payable under clauses 14.2.8 and 14.2.9, the Artist will be entitled only to be paid for the Artist's services provided up until the date of termination, including payments already invoiced but not yet paid prior to the date of termination. In the event that the Producer then chooses to include within the completed Production visible footage of the Artist performing the Role then the Artist's share of any other non Fee entitlement (if applicable) will be determined by the Producer assessing the proportion that the Artist's performance in the Role in the completed Production bears to the performance provided by any substitute artist brought on to complete the Role.

## 15 CONFIDENTIALITY

- 15.1 It is an essential term of this Agreement that the Artist respect the confidential nature of all matters relating to the Production and the affairs of the Producer, in particular but without limitation, with respect to the script, cast, financial arrangements and technical processes involved in the Production.
- 15.2 The Artist agrees not to:
  - 15.2.1 discuss any matters relating to the Production with third parties (excluding the Artist's Agent and/or professional advisors who are subject to obligations of confidentiality) including, but not limited to, on any social networking sites, without the prior approval of the Producer;
  - 15.2.2 give any media or other interviews or otherwise make any comment or express any view in public or capable of being made public with regard to the Production, the Producer or the Role, except where arranged by the Producer or with the Producer's prior written consent; and



- 15.2.3 take any unauthorised photograph or pass on to or release to any person or post online any information or photograph or any item whatsoever that comes into the Artist's possession or control by reason of their involvement with the Production.
- 15.3 The Producer agrees to respect the privacy of the Artist and shall not disclose any personal information (for example medical information and phone numbers) regarding the Artist to any third party without the prior approval of the Artist, such approval to be in writing unless it is impractical to provide or obtain.

## 16 INDEMNITIES

- 16.1 The Artist indemnifies and agrees to keep the Producer, its associated, affiliated and related entities, parent, successors, assigns, licensees and each of their officers, directors, employees and agents (collectively, the **Producer Parties**) fully and effectually indemnified from and against any and all claims, judgments, losses, damages, costs and expenses (including reasonable outside legal costs and expenses) and liabilities and GST and interest in respect of the same (collectively the **Damages and Expenses**) suffered or incurred, directly or indirectly, by any Producer Party in consequence of any breach by the Artist of a material term or condition of this Agreement or negligence of the Artist.
- 16.2 Except with respect to matters arising from any breach by the Artist of any material term or condition of this Agreement or negligence of the Artist, the Producer shall indemnify the Artist against Damages and Expenses arising out of any third party claim against the Artist resulting from the Producer's use of the footage of the Artist's performance in the Production (other than with respect to any settlement, admission, offer, deal or payment entered into without the Producer's written consent or any claim or threatened claim of which the Producer has not been notified at the commencement of such claim). The Producer may elect to defend the Artist against any such claim in which case the Artist shall cooperate with the Producer and follow the Producer's reasonable instructions in connection with such claim.
- 16.3 The party receiving notice of any claim or threatened claim subject to indemnity pursuant to this Agreement shall promptly notify the other party. The Artist shall, in any event, notify the Producer within 7 days of becoming aware of any such claim or threatened claim.

## 17 ASSIGNMENT

- 17.1 The Producer has the right to assign or transfer this Agreement or any part of this Agreement to any third party for the purposes of making or exploiting the Production and any such assignment or transfer will relieve the Producer of its obligations under this Agreement provided that such third party has entered into a covenant to observe, perform, fulfil and keep all and every covenant and condition on the part of the Producer as contained in this Agreement and if no such covenant has been secured by the Producer, then the Producer will remain primarily liable for all its liabilities and obligations as owed to the Artist under this Agreement.
- 17.2 This Agreement and the rights under this Agreement will inure to the benefit of the Producer's successors, assigns and licensees.
- 17.3 The Artist does not have the right to assign any of their obligations in this Agreement.

## 18 RIGHTS AND REMEDIES LIMITATION

- 18.1 The Artist acknowledges that in the event of any breach of this Agreement by the Producer any application to rescind this Agreement or to enjoin, injunct or restrain the production, distribution, exhibition, advertising or other exploitation of the Production would be excessively disruptive and unreasonably damaging to the Producer's and any third parties' interests in and to the Production and consequently the Artist agrees not to apply for any such relief and additionally waives the right to claim such relief and accepts that the recovery of damages in an action at law will provide a full and appropriate remedy for any loss or damage (if any) incurred by the Artist as a result of the breach.

## 19 UNIQUE SERVICES

- 19.1 The services to be provided by the Artist and the rights granted by the Artist pursuant to this Agreement are of a special nature which gives them particular value, the loss of which may not be reasonably or adequately compensated for in damages in an action at law, and the breach by the Artist of the provisions of this Agreement may cause the Producer irreparable injury and damage for which the Producer will be

entitled to seek and obtain injunctive or other equitable relief. The granting of any equitable relief will not be construed as a waiver of any other rights of the Producer in law or equity.

## 20 AGENCY

- 20.1 The Artist confirms that the Agent is authorised to act on their behalf unless and until the Producer is notified in writing by the Artist otherwise. If the Artist notifies the Producer that they have removed the Agent's authority to act on their behalf then the Producer will ensure that the Agent is made aware of such notification.

## 21 OPTION FOR A SUBSEQUENT SERIES

- 21.1 If it is noted in the Key Terms that the Subsequent Series Option applies, then in further consideration for the payment of the Fee, the Artist grants to the Producer two exclusive and consecutive options, the first exclusive option (the **Series 2 Option**) being to retain the services of the Artist for the Role, subject to professional availability, in a second series of the Production, and the second exclusive option (the **Series 3 Option**) being to retain the services of the Artist for the Role, subject to professional availability, in a third series of the Production, on the following basis:
- 21.1.1 the Producer may at its discretion choose to exercise the Series 2 Option by notice in writing to the Artist at any time before but not later than the Series 2 Option Expiry Date, and the Series 3 Option by notice in writing to the Artist at any time before but not later than the Series 3 Option Expiry Date;
- 21.1.2 when exercising either option, the Producer will specify in the written notice the date from which the Producer will require the Artist to commence providing services for the second series of the Production (the **Second Series**) or the third series of the Production (the **Third Series**), as applicable, (the **Start Date**) as well as an indicative end date in respect of providing such services;
- 21.1.3 during both Option Periods (being the periods from the date of exercise of each option to the relevant Start Date), the Artist shall be entitled to accept other work, provided that such other work will not affect the exclusive provision of the Artist's services required from and including the Start Date for the Second Series or the Third Series, as applicable. Nothing in this clause 20.1.3 will affect any binding commitment by the Artist to do other work during the period of provision of his/her services for the Second Series or the Third Series which commitment was made before the Option Period for that Series;
- 21.1.4 the Artist shall perform services in respect of the Role for the Second Series at a rate that is equivalent to the Second Series Fee (as set out in the Key Terms) , and the Artist shall perform services in respect of the Role for the Third Series at a rate that is equivalent to the Third Series Fee (as set out in the Key Terms) ; and
- 21.1.5 unless otherwise agreed between the parties, the terms and conditions shall be on the same terms as set out in this Agreement (or any industry agreed modification of the same).

## 22 NOTICES

- 22.1 All notices under this Agreement must be in writing and will be served by personal delivery or by electronic or digital transmission. Service of any notice, statement or other paper will be deemed complete for personal delivery on actual delivery to the stated address (as recorded in the Key Terms for the Agent, the Artist and the Producer) and for electronic or digital transmission upon the sender's receipt of confirmation of delivery.
- 22.2 Except where no Agent is identified in the Key Terms, notice served on the Agent is deemed as notice served on the Artist and the Agent will be notified in each instance where notice is to be served.

## 23 DISPUTE RESOLUTION

- 23.1 Any doubts, differences, claims or disputes (the **Dispute**) which arise between the parties as regards any act, matter or thing in respect of this Agreement will be dealt with in the following manner:
- 23.1.1 referral as to the scope and nature of the Dispute will be made by a party in a written notice to the other party. The parties will seek a resolution by meeting as soon as reasonably practicable once

the dispute has arisen. This should be within 24 hours (in the case a Dispute arises during principal photography) or within 3 working days (at any other time outside of principal photography) or such longer period as they may agree in writing. Either party may request an observer or representative to support and/or assist them at any stage. The “meeting” may be held by phone or teleconference if required.

- 23.1.2 If such parties do not reach agreement within 24 hours (in the case a Dispute arises during principal photography) or within 48 hours (at any other time outside of principal photography) or such further period as they may agree in writing after the meeting set out in clause 22.1.1, then the Dispute will be referred to a mutually agreed neutral and independent industry member as mediator, or alternatively the parties may appoint a mutually agreed independent professional mediation service who will endeavour to assist the parties to resolve the Dispute. The mediator will set the timetable (including the date by which the dispute resolution procedure will expire irrespective of whether or not the Dispute has been resolved).
- 23.1.3 If the dispute has not been resolved within the specified timeframe, then unless the parties otherwise agree, the dispute resolution procedure will terminate and each of the parties will be entitled to pursue such legal remedies as it thinks fit.
- 23.1.4 Except for the costs of the mediator which shall be shared equally between the parties, each party will pay its own costs associated with this dispute resolution procedure unless the mediator determines otherwise.
- 23.1.5 During the dispute resolution process the Parties will continue to perform all of their respective obligations under this Agreement.
- 23.2 Except as set out in clause 18.1 nothing in this clause will prevent either party from taking immediate steps to seek urgent interlocutory relief before an appropriate court.

## **24 SPECIAL CONDITIONS**

- 24.1 Special conditions recorded in the Key Terms will apply to this Agreement and in the case of conflict between the Terms and Conditions and any recorded Special Condition, the Special Condition will take precedence.

## **25 APPLICABLE LAW**

- 25.1 This Agreement is to be construed in accordance with the Laws of New Zealand.

## **26 ENFORCEABILITY**

- 26.1 If there is any conflict between any provision of this Agreement and any present or future statute, ordinance or regulation or other law, the latter will prevail provided that the provision of this Agreement affected will no longer apply but only to the extent necessary and no other provision of this Agreement will be affected.

## **27 PARTIAL INVALIDITY**

- 27.1 Should any part of this Agreement be declared or held invalid for any reason, the invalidity will not affect the validity of the remainder of the Agreement, which will continue in force and effect and be construed as if this Agreement has been executed without the invalid portion.

## **28 WAIVER**

- 28.1 No delay, neglect or forbearance by either party in enforcing against the other any provision of this Agreement will be considered a waiver, or in any way prejudice any right, of that party.

## **29 AMENDMENTS AND ALTERATIONS**

- 29.1 This Agreement contains the full and complete understanding between the parties with reference to the subject matter and supersedes all other prior agreements and understandings whether written or oral pertaining to the subject matter and cannot be modified except by written instrument signed by both parties.

## **30 HEADINGS**

- 30.1 The headings in this Agreement are solely for convenience of reference and do not affect its interpretation.

## **31 COUNTERPARTS**

- 31.1 This Agreement may be executed in one or more counterparts (including facsimile copies, Tagged Image

Format Files (TIFF) or Portable Document Format (PDF) copies) and provided that each party has executed a counterpart, the counterparts taken together shall constitute a binding and enforceable instrument between the parties.

“For Equity NZ Members Review Purposes only”

## Appendix 1

### Engagement of Child Artist

1. For the purposes of this Agreement, a Child Artist is a child when they are under 16 years of age during any of the Pre-Production or Principal Photography Dates of the Production. If the Artist turns 16 during the Pre-Production or Principal Photography Dates, they will be treated as a child until and including their birthday. From their birthday, this Appendix will no longer apply except for the provision of tutoring which will apply until the end of the Child Artist's Principal Photography Dates or the end of the school year (whichever being the earlier).
2. When scheduling production (including travel time), the Producer will take into account the age and maturity of the Child Artist, but under no circumstances will travel time exceed the restrictions as stated below. Maximum hours of work per day are set out below (if the Child Artist changes from one of these age categories to another during the period of pre-production or production, they will be treated differently from the day after their birthday):

Age of Child	Maximum Hours per Day
Up to and including 8 year olds	6 hours door to door (includes travel time)
9 to 11 year olds	8 hours door to door (includes travel time)
12 to 16 years	10 hours working plus travel time

3. When scheduling, the Producer and the Child Artist's representatives will take practicable steps to reduce call times and travel times for the Child Artist, taking into account the scheduling requirements of the Production.
4. The Artist will work no more than 5 consecutive days, and no more than 5 days in a calendar week)
5. The Child Artist will have at least a 12 hour overnight break (i.e. turnaround), exclusive of travel time.
6. The Producer will provide age-appropriate rest and meal breaks and offset facilities including recreation, rest facilities, accommodation and appropriate food. This should be scheduled and approved with the Child Artist's agent, parent/guardian prior to the artist arriving on set.
7. When contracting a Child Artist, the Producer should ensure that a primary and secondary contact is easily contactable for each Child Artist. This should be the Child Artist's agent, parent or guardian.

### Health and Safety

8. The welfare (including but not limited to exposure harsh light, extreme temperatures, or skin irritants) of the Child Artist will be paramount at all times. At no time will the Producer 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.
9. Filming will be scheduled and filmed shots will be constructed in such a way so that the Child Artist is not exposed to scenes which are harmful or likely to cause distress, taking into account the nature of the material, the Child Artist's age and the requirements of the Artist's performance.
10. The Producer will engage a suitably experienced, primary-duty chaperone for the Child Artist. This chaperone may be shared with other children. If 5 or more children are working at any one time, the Producer will engage two chaperones and at any one time the ratio of chaperones to children shall not be less than 1:4.
11. If the Producer is responsible for travel for the Child Artist to and from the Production base, the Child Artist will be accompanied by the chaperone, or a parentally approved alternative.

### Babies

12. If the Child Artist is under 2 years of age, they must be cared for by a parent or parent's approved

alternative and must not be exposed to irritants (including non-organic lotions, soaps, shampoos, or creams), infections or excessive handling and stimulation.

13. Professional baby care will be present at all times and parental access to the baby guaranteed at all times.
14. Babies must not be exposed to direct lighting.
15. Unless otherwise agreed with the Child Artist's agent, parent/guardian and required specifically in respect of the performance of the Role, babies will not be required to wear make-up.
16. No more than four people will handle a baby during any single period of engagement.
17. No person with respiratory or skin infection is to come into contact with baby.
18. Babies must be attended at all times.

### **Chaperones and House Parents**

19. If the Producer contracts a chaperone and/or house parent to care for the Child Artist, the person/s will have teaching, childcare qualifications or appropriate experience and/or nursing qualifications and a clean driver's license and have undergone a police background check. They will also have knowledge of the NZ production industry and be familiar with:
  - The Code of Practice for Safety and Health in the NZ Film and Video Production Industry;
  - The Health and Safety in Employment Act 1992 and any statutory re-enactment or modification of the same.
20. A chaperone will also be required to:
  - coach the Child Artist with their lines;
  - supervise schoolwork, rest periods and meal breaks and be available to do so as and when required notwithstanding such chaperone and/or house parent being engaged in respect of any other production related activities
  - be responsible for the Child Artist's general wellbeing during the working day;
  - be present at all time when the Child Artist is on set, whether during pre-production or production;
  - To drive or travel with the Child Artist to and from set. If arrangements are made for a parent/guardian to drop the Child Artist off on set, the chaperone must be waiting to receive the Child Artist. Under no circumstances should the chaperone arrive later than the Child Artist they are supposed to be looking after.
21. A house parent(s) (where the Child Artist is "out of town" and being accommodated by the Producer) will be required to:
  - provide for the support and general wellbeing of the Child Artist (and other children) including: meals, all laundry (personal items, bedding etc);
  - supervise after hours and weekend recreation, homework and script work;
  - act as liaison between the Child Artist/parent and Producer if necessary.
  - be available day or night and be able to care for the Child Artist during an emergency (such as illness).

It is agreed that there must be no more than 3 children assigned to a house parent.

22. The parent/guardian of the 'out of town' Child Artist will be entitled to approve the chaperone/house parent.
23. The Producer will provide the house parent(s) with emergency contact numbers for production personnel for emergency situations (such as illness).
24. The Producer will liaise frequently with the parents and the chaperone/house parent to monitor and report on the safety and welfare of the Child Artist.
25. Chaperones/house parents may be the Child Artist's parent or legal guardian by arrangement.

### Tutoring

26. The Education Act 1989 and any statutory re-enactment or modification of it (the **Act**) must be complied with. This means that the Artist must not be engaged in work in such a way that it has a detrimental effect on their education.
27. The Producer will allocate appropriate time, facilities and supervision for the completion of school work for the Artist. Methods of complying include:
  - **Short term engagements:** School work can be set by school, supervised by an appropriate tutor or chaperone.
  - **Long term engagements:** Correspondence School: can be a suitable way of complying with the Act however the Producer will consider in good faith any other alternatives as reasonably suggested in regards to appropriate schooling activities. The Producer acknowledges the importance of Child Artist's completing their school education and with that in mind the Child Artist will be provided with a separate space in which to do their schooling. This space will not be shared with other cast, crew extras etc.
28. On long term engagements, the Producer will ensure that the Child Artist is 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).
29. It is the responsibility of the parents to apply to the New Zealand Correspondence School if they wish the Artist to be educated by correspondence, as required by the Act.

## Appendix 2

### Free Travel Zones

#### Auckland “Free 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 “Free Travel Zone” Map



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

## Major borders:

1. SH 1 North, Plimmerton, Vehicle Weigh Station north of Grays Road intersection
  - 1.(a) Hongoeka Bay Rd, Plimmerton, 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 “Free 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 "Free 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