

# Under-18 Volunteer Crew Agreement

## Guide for Filmmakers

The *Under-18 Volunteer Crew Agreement* should be used when you engage unpaid crew who are under 18 years of age to work on your production.

When you make an agreement with a person who is under 18 years, you need to involve their adult guardian in the Agreement.

This document contains:

- ▶ General information about the Agreement
- ▶ Step-by-Step Guide to the Agreement
- ☐ The *Under-18 Volunteer Crew Agreement* form

## ▶ General Information about the Agreement

### WHY

A signed agreement shows that you (the filmmaker), the volunteer and their parent or guardian understand and agree:

- ▶ what you expect of each other
- ▶ on the conditions of the Agreement.

### WHO

The Agreement is between you, the volunteer who will be working on your production and their guardian. It is your responsibility to provide safe and fair working conditions. You have extra responsibilities when working with children.

A **volunteer** is a person who works for no payment. If you pay someone even a small amount, or agree to pay them later, they are not a volunteer and you should use the *Contract Crew Agreement*.

The volunteer's **guardian** is the person who has legal responsibility for the volunteer.

### WHEN

You must have a signed agreement between yourself (the filmmaker), the volunteer and their guardian **before** the volunteer starts work on your production.

### HOW

Read the Step-by-Step Guide on the following page.

## ► Step-by-Step Guide to the Agreement

### Before you meet with the volunteer

#### Read the Agreement

Each part of the Agreement has a number. You must understand what each part of the Agreement means. This guide explains what each part means.

#### Complete Parts 1 to 6

- |   |  |
|---|--|
| <b>1. Production Title</b>                | The title of your production. If it doesn't have a title, write a brief description of the production (e.g. "scenes for a short drama set in a bathroom")                                    |
| <b>2. Filmmaker</b>                       | Your name and position (e.g. producer or production manager)   |
| <b>3. Volunteer Details</b>               | The name of the volunteer and their contact details.   |
| <b>4. Guardian Details</b>                | The name of the volunteer's guardian, their contact details and their relationship with the volunteer.   |
| <b>5. Crew Role</b>                       | What is the role that the volunteer will have? This is the name of the credit that you must include on your production.  |
| <b>6. Dates and Times of Volunteering</b> | The dates and times that the volunteer will work. If you don't know the exact times, tick the check box <i>Dates and times to be advised in call sheets and schedules issued in advance.</i> |

- Give a copy of the Agreement to the volunteer and their guardian.
- Make sure they have enough time to read, consider and discuss the Agreement before meeting with you to sign it.

### When you meet with the volunteer

#### Prepare your documents

Have a copy of:

- the Agreement
- your Public Liability Insurance Policy
- your Volunteer Workers' Accident Insurance Policy
- *Basic Crew Conditions* document
- *Basic U16 Cast and Crew Conditions* document
- *Top Ten Tips for Crew* document
- *Code of Conduct for Working with Children on Set*

**Use this guide as a step-by-step way to talk about the Agreement with the volunteer and their guardian**

- ▶ Explain clearly what you want them to do, and when you want them to do it.
- ▶ Talk about each part of the Agreement.

**7. Supervision for Volunteers Under 16 Years of Age** Talk about whether the guardian will supervise the volunteer **or** if you will provide a crew member to do this. If the volunteer is 16 or 17 years of age you can draw a line through this section.

**8. Travel Arrangements** Discuss who will bring the volunteer to the film set and collect the volunteer at the end of the day. Record their name, contact details and their relationship to the volunteer.

**9. Safety and Security** You must make sure that all volunteers have the skills and experience to do the work. Talk about the role and what is expected.

- ▶ If the volunteer has not worked on set before, you must talk about safe behaviour on set.
- ▶ Does the script include or suggest violence, nudity or sex? If yes, discuss your plan for filming to make sure that the volunteer is not affected.
- ▶ Discuss how crew and cast must behave around the children.
  - Give a copy of the *Code of Conduct for Working with Children on Set*.
- ▶ Explain that volunteers must not work if they are under the influence of drugs or alcohol.

**10. Pay and Conditions** The volunteer will not be paid.

The other conditions of the volunteer's work, such as hours, breaks and safety on set, must be the same as those in the *Motion Picture Production Certified Agreement*. More information can be found at [www.meaa.org](http://www.meaa.org).

- Give a copy of the *Basic Crew Conditions* to the volunteer OR
- Give a copy of the *Basic U16 Crew Conditions* to the volunteer

Tick the box to show which document you gave the volunteer.

**11. Credit** The volunteer must get a credit on the production. This credit must be the role named in *Part 5 Crew Role*. If the volunteer wants to use a different name for the credits, write this in the space for notes.

**12. Editing** The volunteer and guardian agree that the filmmaker:

- ▶ may edit the recordings
- ▶ does not have to include the volunteer's work in the production.

**13. Publicity** The volunteer and guardian agree that the filmmaker may use images and recordings of the volunteer to promote the production.

<b>14. Filmmaker's Right to Screen the Production</b>	The volunteer and guardian agree that the filmmaker may show all or part of the production anywhere in the world, on any platform (e.g. in the cinema, on TV, on the internet) at any time.
<b>15. Public Liability Insurance</b>	<ul style="list-style-type: none"> <li>▶ You must have Public Liability Insurance for the production.</li> <li>▶ You must have a copy of this insurance policy to show the volunteer and guardian.</li> </ul>
<b>16. Volunteer Workers' Insurance</b>	<ul style="list-style-type: none"> <li>▶ You must have (or will have before the production starts) Volunteer Workers' Personal Accident Insurance.</li> <li>▶ You must have a copy of this insurance policy to show the volunteer and guardian.</li> </ul>
<b>17. Breach of Agreement</b>	This part explains that if you break one of the parts of the Agreement, the production can still go ahead. If the volunteer is unhappy, they or their guardian may take the matter to court.
<b>18. Additional Information</b>	<p>Write down any other points you agree on. For example:</p> <ul style="list-style-type: none"> <li>▶ Will you give the crew member a copy of the film?</li> <li>▶ Can the crew member use the footage for their portfolio?</li> <li>▶ Will you cover the travel costs of volunteers?</li> <li>▶ Can the volunteer make purchases for their department?</li> <li>▶ How will they be reimbursed?</li> </ul>
<b>19. Signatures</b>	<p>The volunteer, their guardian and the filmmaker must sign and date the Agreement.</p> <p>The Agreement is only finished and useful when it is signed by the volunteer, their guardian and the filmmaker.</p>
<b>20. Date</b>	The date that you all sign the Agreement.
<ul style="list-style-type: none"> <li>▶ Give one copy of the signed Agreement to the volunteer and their guardian and keep one copy.</li> </ul>	

*Wide Angle Tasmania waives all liability and takes no responsibility in relation to any consequences that may arise in relation to the contents of the Agreement.*



# Under-18 Volunteer Crew Agreement

This is an Agreement between the filmmaker, the volunteer crew member and their guardian.

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## 1. Production Title

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## 2. Filmmaker

Name .....

Position.....

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## 3. Volunteer Details

Name .....

Address .....

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Phone number.....

Email.....

Date of birth .....

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## 4. Guardian Details

Name .....

Address .....

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Phone number.....

Email.....

Relationship to volunteer .....

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## 5. Crew Role

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**6. Dates and Times of Volunteering**

The volunteer agrees to volunteer on:

Date(s) .....

Time(s) .....

OR

Dates and times to be advised in call sheets and schedules issued in advance.

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**7. Supervision for Volunteers Under 16 Years of Age**

Guardian

Supervisor provided by filmmaker  
(must hold a *Working with Vulnerable People* card)

Other

Name and relationship to volunteer:

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**8. Travel Arrangements**

Transport to and from the set will be provided by:

Guardian

Other

Name and relationship to volunteer:

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**9. Safety and Security**

The volunteer must obey all reasonable requests to ensure the health and safety of people and security and safety of equipment at the film set.

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**10. Pay and Conditions**

No fees or payments will be made.

The volunteer participates in the production under all other working conditions of the *Motion Picture Production Certified Agreement*.

The filmmaker must provide the conditions listed in the:

▶ *Basic Crew Conditions* document OR

▶ *U16 Basic Crew Conditions* to the volunteer

More information can be found at [www.meaa.org](http://www.meaa.org).

<b>11. Credit</b>	The filmmaker must give an end screen credit to the volunteer for the role named in <i>Part 5 Crew Role</i> .
	Notes .....
<b>12. Editing</b>	The volunteer and guardian agree that the filmmaker may edit all footage and that the filmmaker does not have to include the volunteer's work in the finished production.
<b>13. Publicity</b>	The volunteer and guardian agree that the filmmaker may use stills shot on location and stills from the volunteer's work in the production to promote, market and distribute the production.
<b>14. Filmmaker's Right to Screen the Production</b>	The volunteer and guardian agree that the filmmaker may show, and allow others to show, all or any part of the material filmed throughout the world, by any medium at any time.
<b>15. Public Liability Insurance</b>	<p>The filmmaker has Public Liability Insurance for a sum of at least A\$20,000,000 for claims made if injuries or property damage occur because of the filmmaker's activities.</p> <p>This insurance protects the volunteer and others working for the filmmaker if claims are made.</p> <p>The volunteer or guardian may ask to see the filmmaker's Public Liability Insurance Policy.</p>
<b>16. Volunteer Workers' Insurance</b>	<p>The filmmaker has Volunteer Workers' Personal Accident Insurance to cover costs claimed if the volunteer is injured while working for the filmmaker.</p> <p>The volunteer or guardian may ask to see a copy of the filmmaker's Volunteer Workers' Personal Accident Insurance Policy.</p>
<b>17. Breach of Agreement</b>	<p>If the filmmaker breaches this Agreement, the volunteer and guardian understand and agree that they:</p> <ul style="list-style-type: none"> <li>▶ cannot terminate the Agreement</li> <li>▶ cannot stop the film from being released and promoted</li> <li>▶ can make a claim for damages against the filmmaker.</li> </ul>
<b>18. Additional Information</b>	List any other points you have agreed on.

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**19. Signatures**

Signature of Volunteer ▶

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Signature of Guardian ▶

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Signature of Filmmaker ▶

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**20. Date of Agreement**

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