

Under-18 Volunteer Cast Agreement

Guide for Filmmakers

The *Under-18 Volunteer Cast Agreement* should be used when you engage unpaid actors 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 Cast Agreement* form

▶ General Information about using the Agreement

WHY

A signed agreement shows that you (the filmmaker) and 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 Cast 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

1. Production Title	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").
2. Filmmaker	Your name and position (e.g. producer or production manager).
3. Volunteer Details	The name of the volunteer and their contact details.
4. Guardian Details	The name of the volunteer's guardian, their contact details and their relationship to the volunteer.
5. Cast Role	What is the role that the volunteer will have? This is the name of the character and is the credit that you must include on your production.
6. Dates and Times of Volunteering	The dates and times that the volunteer will work. For example, will the volunteer be required for wardrobe fittings? 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 Cast Conditions* document
- ▶ *Basic U16 Cast and Crew Conditions* document
- ▶ *Top Ten Tips for Cast* document
- ▶ *Voluntary Code of Conduct for Working with Children* document

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 this person's 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. They should understand what the role is and be confident and experienced in performing.

- ▶ Discuss any physical actions that you have identified in your safety plan (e.g. stunts).
- ▶ 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 *Voluntary Code of Conduct for Working with Children* document
- ▶ 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 *Actor's Feature Film Collective Agreement 2012*. More information can be found at www.meaa.org.

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

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

11. Credit The volunteer must get a credit on the production. This credit must be the role named in *Part 5 Cast 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: <ul style="list-style-type: none"> ▶ 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.
14. Filmmaker's Right to Screen the Production	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.
15. Public Liability Insurance	<ul style="list-style-type: none"> ▶ You must have Public Liability Insurance for the production. ▶ You must have a copy of this insurance policy to show the volunteer and guardian.
16. Volunteer Workers' Insurance	<ul style="list-style-type: none"> ▶ You must have (or will have before the production starts) Volunteer Workers' Personal Accident Insurance. ▶ You must have a copy of this insurance policy to show the volunteer and guardian.
17. Breach of Agreement	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.
18. Additional information	Write down any other points you agree on. For example: <ul style="list-style-type: none"> ▶ Will the volunteer supply their own clothes or make-up? ▶ Does the volunteer agree to keep their hair the same style? ▶ Will you give the cast member a copy of the film? ▶ Can the cast member use the footage for their portfolio? ▶ Will you cover the travel costs of volunteers?
19. Signatures	The volunteer, their guardian and the filmmaker must sign and date the Agreement. The Agreement is only finished and useful when it is signed by the volunteer and their guardian and the filmmaker.
20. Date	The date that you all sign the Agreement.

- ▶ Give one copy of the signed Agreement to the volunteer and their guardian and keep one copy.

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 Cast Agreement

This is an agreement between the filmmaker, the volunteer cast member and their guardian.

**1. Production
Title**

2. Filmmaker Name

 Position.....

**3. Volunteer
Details** Name

 Address

 Phone number

 Email

 Date of birth

**4. Guardian
Details** Name

 Address

 Phone number

 Email

 Relationship to volunteer

5. Cast Role

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.

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:
.....

8. Travel Arrangements

Transport to and from the set will be provided by:
Guardian
Other

Name and relationship to volunteer:
.....

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.

10. Pay and Conditions

No fees or payments will be made.
The volunteer participates in the production under all other working conditions of the *Actors Feature Film Collective Agreement 2012*.
The filmmaker must provide the conditions listed in the:
▶ *Basic Cast Conditions* document OR
▶ *Basic U16 Cast and Crew Conditions*

More information can be found at www.meaa.org

11. Credit	The filmmaker must give an end-screen credit to the volunteer for the role named in <i>Part 5 Cast Role</i> .
	Notes
12. Editing	The volunteer and guardian agree that the filmmaker may edit all footage of the volunteer’s performance and that the filmmaker does not have to include the volunteer’s work in the finished production.
13. Publicity	The volunteer and guardian agree that the filmmaker may use stills shot on location and stills from the volunteer’s performance in the production to promote, market and distribute the production.
14. Filmmaker’s Right to Screen the Production	The volunteer and guardian agree that the volunteer will be filmed and that any material filmed may be used in the production.
	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.
15. Public Liability Insurance	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.
	This insurance protects the volunteer and others working for the filmmaker if claims are made.
	The volunteer or guardian may ask to see the filmmaker’s Public Liability Insurance Policy.
16. Volunteer Workers’ Insurance	The filmmaker has Volunteer Workers’ Personal Accident Insurance to cover costs claimed if the volunteer is injured while working for the filmmaker.
	The volunteer or guardian may ask to see a copy of the filmmaker’s Volunteer Workers’ Personal Accident Insurance Policy.
17. Breach of Agreement	If the filmmaker breaches this Agreement, the volunteer and guardian understand and agree that the they:
	<ul style="list-style-type: none"> ▶ cannot terminate the Agreement ▶ cannot stop the film from being released and promoted ▶ can make a claim for damages against the filmmaker.

18. Additional information

List any other points you have agreed on.

19. Signatures

Signature of Volunteer ▶

Signature of Guardian ▶

Signature of Filmmaker ▶

20. Date of Agreement

...../...../20.....

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