

THE CASTING GUILD OF AUSTRALIA STATEMENT RE: ADVERTISING

WARRANTIES, DECLARATIONS & INDEMNITIES:

In accordance with MEAA, the CGA will not endorse the signing of unreasonable warranties, declarations and indemnities by actors

<https://www.meaa.org/news/actors-contracts-warranties-indemnities-and-pre-employment-declarations/>

In order to adhere to the spirit of the AHRC regulations regarding discrimination -

<https://humanrights.gov.au/our-work/rights-and-freedoms/projects/discrimination-employment-basis-criminal-record> - the request to disclose an actor's criminal history or the requirement to conduct a police check by an actor will be agreed to where it has relevance to an actor's ability to carry out the inherent requirements of the job, for instance:

- When an actor is required to drive a car their driver's history may be sourced to ensure their licence is current and valid
- When an actor is employed to act in a TV commercial for a local, state or federal government agency
- When an actor is employed to personally endorse a product or a brand in a TV commercial, or where the actor's name is being used in connection with the product or brand (rather than perform a role).
- When an actor is required to work with a child on set. A working with children check may be warranted.

To undertake a police check, there is an application fee and often 10 points of ID are required.

For some actors this is not easy, e.g. no drivers licence, no current passport, difficulty locating birth certificates etc. and it can take more than a few hours to provide the necessary documents. Therefore, it is relevant that a fee for the actors time be implemented.

- Driving History Check paid @ \$150 (includes cost of application)
- Working with Children Check paid @ \$150 (includes cost of application)
- Police Check paid @ \$350 (includes cost of application)
- Stat Dec paid @ \$100

Driving History Checks, Police Checks or Working with Children Checks must be coordinated by the employer. Where police checks are required, CGA members will include the following statement on all casting forms for the awareness of the client and advertising agency:

By signing this form, the Artist acknowledges that they have not knowingly withheld any matters that may render the Artist incapable of performing the role as written and that failure to have done so, may result in the Client seeking legal action. The Artist also acknowledges that if selected for the role, the Artist may be required to undergo a Police Check

IN PERPETUITY

In alignment with MEAA/Equity, CGA Members will not agree to In Perpetuity. In cases where PR usage is requested, the CGA will endorse a term of 3yrs or use the phrase 'PR use may extend beyond the term of contract, however, will be removed at Agents request if it hinders potential work for the artist beyond contracted period'.

FEATURED EXTRA – RECOMMENDED MINIMUM RATE OF PAY

\$1500 for Adults / \$750 for Children (under 15yrs)

This fee will replace the hourly rate charged by a Background Extra if they end up being featured in the final edit.

Minimum Rate of Pay for a Featured Extra includes FTA/Pay TV/Online/Streaming ONLY. If any additional media (for example OOH / DOOH / Print / Stadiums / POS etc.) is included in release, then the appropriate CGA Recommended Percentages should apply to the base fee.

MEAA & CGA Definition of a Featured Extra: A Featured Extra is distinct from a Background Extra (part of a crowd, mob, ensemble or atmospheric scene and who appears only incidentally or in backgrounds, and who does not speak dialogue except in the mass, and who is, in accordance with industry practice, not featured and is not subject to individual direction) and is not a Performer.

A Featured Extra is an Extra who is either auditioned or is, on the day, individually directed and is in the finished advertising material, or an Extra who does not merely appear incidentally or in backgrounds or is *immediately recognisable*.

A Featured Extra is not a Lead Role, Solo Performer or required to perform an individual speaking role.

DEAL MEMO TEMPLATE

CGA has developed an Advertising Deal Memo Template for each of its members to use that has a current list of common and agreed upon additional fees. Options for additional media will be negotiated and added on a per job basis. CGA Members should refer to CGA Guideline of Percentages for Additional Media when negotiating additional media. Feel free to contact a CGA Member or visit the CGA Website to down a pdf.

CANCELLATIONS

If the engagement is cancelled through no fault of the Artist the Artist shall be paid a cancellation fee of 50% of the negotiated performance fee

UNLIMITED EDITS

CGA Members will not agree to unlimited edits where requested as part of media buys. Edits must be capped at the time of briefing agents / actors. It is acknowledged that for offshore projects, unlimited edits may sometimes be unavoidable despite casting directors' requests, and in such cases, permitted.

MEDIA LIBRARIES

CGA Members will not endorse Media Library access (where a Performers Image or Performance is banked in a Media Library to be used as part of additional edits / media) without fair compensation.

Any additional media released, outside of contract, to be negotiated at CGA recommended percentages and to run concurrently with original campaign

BACKGROUND EXTRAS – MINIMUM CALL

CGA recommends a minimum 6hr call for Background Extras. The current MEAA minimum call time for Background Extras is, however 4 hours.

AI STATEMENT

In alignment with MEAA/Equity - The use of the Recordings and the Performers image, name, voice and likeness is strictly permitted only with respect to the Project as agreed in the Contract, and neither the Company nor any other member of the Group shall use the Recordings or the Performer's image, name, voice and likeness

(including by means of any generative AI application or other digital replica) in this or any other projects or material without the prior, written consent of the Performer.



INTERNET & SOCIAL MEDIA PLATFORMS

The parties acknowledge that Internet and email materials:

- a) may potentially be accessed and downloaded by any person worldwide; and
- b) may be downloaded, distributed or shared by third parties on the Internet or other media, over which the Advertiser has no control and as a result may extend beyond specified usage limits. The parties agree that internet usage over which the Advertiser has no control will not constitute a breach of the usage limits and no fee is payable to the Performer for this use.
- c) Notwithstanding the above, the Advertiser will make all reasonable efforts, including by advising other parties to make all reasonable efforts on their behalf, to remove from circulation the Advertising Material featuring the Performer's image at the expiry of the use period. If unauthorised usage on the internet is brought to their attention, the Advertiser will promptly use their best endeavours to ensure usage is strictly in accordance with the Contract terms.
- d) Where social media platforms are included in the Primary Media, the Performer agrees that Advertising Material featuring the Performer may remain on the Client's social media platforms beyond the Period of Usage without any rollover or additional fee, provided the Advertising Material is no longer actively promoted by the Client. For the avoidance of doubt, this means that the Advertising Material will continue to appear in archival pages on the Client's social media platform but the Client will not take any active steps, such as sharing or reposting the Advertising Material, that will result in the Advertising Material appearing to be posted by the Client in any current timeline, newsfeed or similar function of a social media channel, beyond the Period of Usage, however it will be removed at agent's request if it hinders potential work for the artist beyond the contracted period.
- e) In relation to video content featuring the Performer on YouTube specifically, the Client will change the video status to "unlisted" at the end of the Period of Usage, and the video will no longer appear on the Client's YouTube channel or be accessible via search but will continue to be accessible by direct hyperlink only.