

# **NZ Casting Guidelines**

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**Equity New Zealand**

**Actors Agents Association of New Zealand**

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## **Introduction**

New Zealand Casting Directors, Equity New Zealand and the Actors Agents Association of New Zealand believe both as a group and individually that all casting practices should be performed/undertaken with the intention of attaining the best possible result from every person who auditions.

These guidelines outline the best practice for casting in New Zealand for professional recorded performance.

## **Definitions**

Producer - the person or entity which plans and coordinates the making of a TVC/TV drama/film etc.

Director - the person who controls the creative content of the production and performances.

Casting Director - the person or entity hired by the Producer to help find the best Performer for each role through an audition process or otherwise.

Performer - the person auditioning for the acting role.

Actors Agent - the person or entity engaged by the Performer to help them gain acting roles.

Equity – the union for New Zealand’s performers. Equity aims to improve industry standards and make performers’ lives better.

## **Process**

A Producer and/or Director of a TVC or drama engages a Casting Director to help find the Performers for their project. They will specify the number of roles, the type of Performer they would like, the fee for the role and the terms of the usage contract. Once all necessary details have been agreed a Casting Brief is sent to Actors Agents who may submit Performers they feel are appropriate for the role.

The Casting Director selects the Performers that they feel are best suited to the role and arranges via the Actors Agent to audition those Performers as required. All relevant information including scripts, character outlines, synopses are given to the Performer via their Agent. Usually the more information a Performer has about the role prior to auditioning the better. The Actors Agent will ensure that any relevant conditions provided on the brief are met and that any restrictions the Performer has are communicated to the Casting Director before an audition is confirmed.

After the audition process when a specific Performer is confirmed for the role, that Performer is offered the role via their Agent who then enters into specific contract negotiations with the Producer/s. On occasion the Producer/s may be represented by the Casting Director in the negotiation and contracting process.

This document will be renegotiated biennially.

## **GUIDELINES PART A – PREPARATION FOR AUDITIONS**

### 1. Advance Notice of Audition

(a) The parties acknowledge that adequate preparation time is essential to allow Performers to prepare for an audition.

Where the Performer is required to prepare a dialogue piece for a TV drama or Film audition the Casting Director will endeavour to give 72 hours notice, with a minimum of 48 hours notice. Where possible 72 hours notice will be provided but it is understood this is not always possible due to production time and budget constraints.

(b) For TVC auditions that require dialogue, best practice is that Casting Directors will try to provide 36 hours notice. However, it is recognised and accepted that at times this may be unachievable due to last minute changes by agency creatives and/or clients to the script, as well as budget and timeline constraints imposed on the casting process.

(c) It is not considered best practice to notify the Agent or Performer after hours or on a weekend of an urgent audition.

### 2. Scripts & Other Relevant Character/Role Information

(a) In the case of TVCs a script will be provided as part of the Casting Brief. When a script is deemed commercially sensitive by the Client/Producer and cannot be released the Casting Director will provide as much material as is needed for the audition.

(b) In the case of Film & TV Drama/Comedy an audition script, a synopsis and character description will be provided to the Actors Agent, along with an indication of the size of the role, whether a project has been greenlit and how it is funded. In addition, the Casting Director will use best practice to provide the screenplay 72 hours prior to the audition. The importance of access to a script is acknowledged, but sometimes due to Intellectual Property issues and confidentiality this is not possible.

In an emergency where it is not possible to provide the script or screenplay 72 hours in advance, the Performer shall be given the opportunity to read the script/screenplay at their Agent's premises or at the place of the audition prior to commencement. Where audition scripts have not been provided 72 hours in advance, the performer is entitled to audition with script in hand.

It is the Producer's responsibility to provide all scripts for the Agents for drama productions.

(c) If simulated sex or nudity is required during a recall, Equity will be advised at the time of booking.

(c) It is the responsibility of the Actors Agent to provide all material specified in (a) and (b) above to the auditioning Performer.

(d) It is the Performer's responsibility to receive the script and other relevant material from their Agent, and to prepare appropriately.

It is expected that a Performer will read any scripts, synopses and character notes relevant to, and learn any dialogue necessary for, the audition.

(e) It is required that all information about an audition, scripts, and product be treated with utmost confidentiality by all parties.

### 3. Accents

(a) The parties recognise the importance of providing the Performer with an adequate opportunity to research and prepare when an accent is required for an audition. Instruction for the accent to be prepared will be given by the Casting Director to the Actors Agent at least 72 hours prior to the audition.

There are many websites to provide guidance.

eg. <http://web.ku.edu/~idea/index.htm>.

<http://accent.gmu.edu/>

<http://www.accenthelp.com>

(b) It is expected that where an accent is specified that the Performer will prepare their audition with that accent.

(c) Performers should be advised in advance if they may be required to ad lib in one or more accents.

### 4. Availability for Shoot Dates and Shoot Location

(a) Shoot Dates and Location will be specified by the Casting Director in the Casting Brief.

(b) It is the responsibility of the Actors Agent to inform the Actor of such shoot dates and location at the time of offering an audition.

(c) It is the Performer's responsibility to make sure they are aware of such shoot dates and location before they agree to an audition.

(d) Any known availability issues for the nominated shoot dates must be discussed with a Casting Director via the Actors Agent before any audition is confirmed.

(e) Any changes to shoot dates after the audition and prior to confirmation to be notified to casting as soon as practicable.

## **GUIDELINES PART B – THE AUDITION**

### 5. Privacy during the Audition

Auditions will be held in a private setting wherever possible, especially in the case of drama/film. There are, however, some circumstances where an audition may need to be held in a public space. This is especially so in the case of a TVC where an exterior location is required to demonstrate a special skill, e.g. skateboarding in a skateboard park, or windsurfing at a beach etc, as appropriate. Where the audition is not to be held in private, the Performer is to be notified no later than the booking of the audition.

### 6. Professional Performer as Reader

The parties recognise the importance of allowing the Performer to read in an audition with an experienced and professional actor. Where a Performer is auditioning for a leading role in a tv drama/film the Casting Director will make all reasonable attempts to ensure a professional performer is engaged as reader. The Casting Director will advise the Performer's Agent no later than the booking for the audition if a reader is not to be present, and in such a case the Performer may bring a reader to the audition. In the above situations opportunity will be given to the Performer to rehearse with the reader in the audition room.

In all other cases, the Casting Director will provide whatever is necessary for the Performer in regard to props, eyelines, prompts etc.

#### 7. Readers and Casting Directors auditioning

(a) Best practice is that Readers will not audition for roles they are reading for. If it is unavoidable then the Reader must put down their audition first and have no further input in casting the role other than reading.

(b) Casting Directors must not be in competition for a role they are casting, or have a conflict of interest in the project. If a Casting Director wishes to audition for a role they must step away from the casting process completely.

(c) Best practice is that a separate camera operator will be engaged if a Casting Director is to be the reader.

#### 8. Direction/Treatment of the Script

(a) The Performer will have an opportunity during the audition to discuss the role for which they are auditioning with the Casting Director.

(b) It is expected that the Performer has already studied all available information given about their character and/or script for which they are auditioning and the purpose of this discussion is to clarify any queries arising out of such study, or to establish, if there is one, a preferred approach to the role.

(c) The Performer may be asked to read for or improvise additional material if it is considered to be to the benefit of the audition. If improvisation is required the Performer will be advised at the time of booking.

#### 9. Simulated Sex and Nudity

(a) The Performer shall not be required to perform a simulated sex scene in any audition or screen test.

(b) The Performer shall not be required to appear nude or semi-nude in the first audition or screen test. There will be instances, for example, in TV commercials where Performers/models are required to audition in swimwear. Performers/models will be advised of this well in advance of their auditions.

(c) Where the Producer requires the Performer to appear nude or semi-nude in a recall, they must provide the Performer with a script 72 hours in advance of the audition. The performer is then entitled to consult with Equity and, if requested, Equity will be provided with a copy of the script.

(d) Where the Performer is required to appear nude or semi-nude in a recall, the Performer may nominate an individual to be present throughout the audition and the Casting Director will be advised.

(e) The only other people allowed to be present in the audition room will be the Casting Director and/or Director/Producer, and the Reader.

(f) The Performer and Casting Director will sign a written agreement that any recording of a nude or semi-nude audition will be confidential. All material recorded must be protected, non-downloadable, only for the purpose of showing decision makers and should be destroyed once the role has been cast.

## 10. Identification on Tape

The Performer will need to be identified on tape. The identification may be by graphics only, by name board or by verbal identification depending on the Producer/Director's brief to the Casting Director.

The Performer will also be required to answer any questions the Casting Director may be required to ask which are relevant to the role or brief. This may include but is not limited to questions regarding availability for shoot, call backs, special skills required for the role. Such questions are dependent on the Producer/Director's brief to the Casting Director.

For drama auditions, where possible identification will be done at the end of the audition.

## 11. Audition Times and Lengths

(a) Casting Directors will provide a specified day and time for an audition and it is expected that an auditioning Performer will be on time for this audition and not be kept waiting unduly for their audition.

(b) The length of an audition will vary according to the size of the role and it is usually obvious from the script provided how long a Performer will need to allow for their audition time. In cases where a Casting Director knows that auditions will take longer than expected, they will inform the Actors Agent in advance so that the performer can make an informed decision about their availability for an audition.

(c) It is understood that the standard recall fee is for up to one hour and an additional recall fee should be paid per hour after that.

(d) Costs of Performers attending a recall away from their home base will be agreed prior to any recall being finalised.

## 12. Self Tests

(a) If a Performer is offered an audition by a Casting Director but is unable to attend a specific audition because they are not in situ the Performer may have the opportunity to provide, at their own expense, an audition on a format specified by the Casting Director, and to a deadline also specified by the Casting Director. This is to be referred to as a Self Test.

(b) As it is the Performer's choice to provide a Self Test at their expense, they retain the right to record their audition with or without assistance from other people (e.g. a friend, a professional camera operator, a Casting Director, in a studio, out of a studio etc) without discrimination by the Casting Director, and without the person engaged by the Performer to assist them being in any way responsible to anyone other than the Performer for the quality of and results of the Self Test.

It is the Casting Director's discretion whether they will accept Self Tests for any given brief.

(c) In addition to the audition being a Self Test, in these circumstances, should the Performer be cast in the role, they are considered to be resident in the city specified in the Casting Brief, unless otherwise negotiated by the Actors Agent before the audition takes place.

### 13. Performer's Declaration Form

- (a) Where a cast form has been provided by the Casting Director for a Performer to fill out prior to entering the audition room, it is expected that all information given by the Performer is accurate and true, highlighting availability for the shoot and previous experience.
- (b) In the case of TVCs it is essential that when asked Performers declare all previous TVC roles for the time frame specified in the cast form so that any potential conflicts of interest are immediately apparent.
- (c) In the case of TVCs, and where deemed relevant to the role, the Performer may also be asked to declare any criminal convictions including driving offences and must do so honestly. The Declaration can be considered a legal document once signed. Information is disclosed strictly on the basis that it is treated with the utmost confidentiality.
- (d) The Casting Director expects the Actors Agent to notify them if there are any potential conflicts which arise after the audition has taken place, e.g. another role offer or hold has occurred.
- (e) The Performer needs only put their date of birth, and not their age, on the form.
- (f) It is the performer's responsibility to state which recognised Agent they are represented by. If a performer is not represented by a recognised Agent and is independently contacted via other industry-accepted booking methods i.e.; street casting or a personal recommendation, the performer will be asked to state their representation as independent. However if they are contacted independently and do have an agent, it is expected that agent will represent them and it will be their responsibility to contact their agent and inform them prior to the audition. Where a CD learns that an auditionee is represented by an Agent, they will let the agent know of the audition.

### 14. Notification of Results

- (a) The Casting Director will advise the Actors Agent of the results of the casting as soon as a decision has been made by production, unless the production contacts the Actors Agent directly. Where possible the Casting Director will let all relevant agents know that a script/role has been cast and whether a Performer from their agency has been cast or not in order for the Actors Agents in turn to inform their Performers who auditioned. Where casting decisions are delayed for any reason, the Casting Director will continually update the Actors Agent until finalised.
- (b) The Casting Director will notify the Actors Agent of Performers who are on a shortlist and/or recall list. The Performer is then considered to be on a hold for that role. This hold excludes the possibility of the Performer being able to contract for any other conflicting role without following the procedures in (iii) and (iv) below.
- (c) Where a conflict arises and a decision is still pending, a Performer may be placed on a second hold for any other role offers. In such cases the Casting Director of the second hold will be notified of the first hold, and the Actors Agent must also contact the Casting Director of the first hold and inform them of the second hold. This is so that all parties can make an informed decision.
- (d) In the situation of the second hold preceding the first hold in becoming a firm offer, the Actors Agent will inform the Casting Director of the first hold in order to give them time to notify their client of the situation. Their client must either come back with a firm offer or release within a recommended 24 hours.

In the situation where their client has been informed of the situation, and cannot make a decision for whatever reason, then the second hold can be confirmed ahead of the first hold.

(e) Third and Fourth holds operate in the same way as for first and second.

(f) A hold is both a mutual courtesy and a professional necessity.

(g) The Actors Agent will represent the Performer in all negotiations and under no circumstances will a Casting Director negotiate directly with a Performer or a Performer's guardian, unless they are not represented by an Actors Agent.

## **PART C – ACCESS TO RECORDS AND AUDITION TAPES**

### 15. Use of Screen Test

No recording of an audition or screen test shall be used in any manner other than for the private viewing of the Producer, Director, or their nominee. The Casting Director may not show the recorded audition to any other party without prior permission being granted by the Performer via their Agent.

### 16. Comments on Screen Test

All notes, comments and/or any records taken by the Casting Director of the Performer's audition shall not be disclosed to any person other than the Director and Producer for whom the audition was conducted. No third party shall be permitted access to such material unless cleared with actor and agent first.

## **PART C – FEES AND NEGOTIATIONS**

17. Recall fees for TVCs will be paid where applicable. Recall fees for drama will be negotiated on a per job basis where applicable.

18. Where the Casting Director is involved in negotiating the Performer's contract they shall ensure that the Agent is supplied with a copy of the relevant Producer's contract, or proposed contract/deal memo.

19. It is understood that where fees and conditions have been outlined in a Casting Brief these are agreed to by the Agent when submissions are made by them to the Casting Director. If there are to be any exceptions/negotiations regarding any particular Performer/s or conditions, the Actors Agent must negotiate these in advance of an audition taking place. Fees may be negotiated retrospectively where the role increases significantly or where conditions are altered beyond the intent of the original brief given to the Actor's Agent, and this includes situations where the scripts provided do not accurately outline the size or significance of the Performer's role, or the usage of the production is changed, or any other significant changes.

## **PART D – JUVENILE PERFORMERS**

### 20. Juvenile Performers

Engagement of juvenile performers and chaperone conditions apply. See <http://bit.ly/1P4BEPP>

**PART E – OPERATING WITHIN THE BILL OF RIGHTS ACT 1990 & THE HUMAN RIGHTS ACT 1993**

21. The Casting Director will not discriminate against any Performer on any grounds including but not limited to age, gender, ethnicity, sexuality, religion, or reputation, providing the Performer has the attributes and skills appropriate for any given role, and a role may be defined by some of the above characteristics such as age, gender or ethnicity. Casting Directors retain the right to decide who is suitable to audition based on information supplied by the Performer or Agent, and in addition to information they have received from the Director about the requirements for the role.