

Addendum to Ayrburn Screen Hub Report Dave Gibson 18 January 2026

This addendum is in response to comments received on the Ayrburn Screen Hub as they relate to film industry matters. It should be read in conjunction with my original report from May 2025.

This memo is structured by responding to Mr Sean Kelly's comments first, followed by aspects of the more general submissions from neighbours.

1. Mr Kelly's Comments

Mr Kelly comments particularly on "***how film productions typically use studios and locations in New Zealand and whether a permanent studio in Queenstown is likely to be heavily used***"

He states that his "***role is to explain whether, in his experience, the assumptions about how the industry would use a Queenstown studio are realistic.***"

In my response I will address several misunderstandings and inaccuracies, and the avoidance of key information that was contained in my original report. For ease of understanding, I have summarised the key points Mr Kelly has made. I set out each of these as subheadings in ***bold and italics*** below with my response following.

Overall, I feel that Mr Kelly has taken a limited view and approach in his report. While I acknowledge that Mr Kelly has experience as a camera technician, he doesn't have production and management experience within the industry which I feel is a limitation. He has some misconceptions (e.g. decisions always cost based) and misunderstandings (e.g. the background to Vertical Limit). Perhaps because of his professional background, I believe he has focused mostly on large studio based films and not taken on board the full Ayrburn Screen Hub concept and the wider variety of projects it will attract.

The film industry in the Queenstown Lakes region has been asking for something like the proposed Ayrburn Screen Hub since even before Vertical Limit was filmed here in 2000. Many proposals have been mooted but failed to eventuate. From enquiries I've made within the film industry, it would seem that the Wanaka Silverlight proposal is unlikely to proceed despite receiving earlier Fast Track approval. The Ayrburn proposal has a developer who owns the land, and has the capability to deliver a project of this scale. This is a rare opportunity for Lights, Camera, Action".

1.1 Why film studios are generally located in cities rather than regional centers (his paragraphs 10 to 14)

Mr Kelly writes about studios generally being located in cities such as Wellington and Auckland, the reasons being primarily practical and cost based. He later states that decisions in film production are always cost-driven.

In his view, these cost realities mean that the level of ongoing utilisation assumed for a large permanent studio facility in Queenstown is unlikely to be achieved in practice. A facility such as the proposed Ayrburn studio is likely to be used intermittently rather than at a constant high level of activity.

His statement that decisions are almost always cost driven is not factually correct. My experience as a producer and the evidence of other producers (whose letters are attached to my original report) supports the reality that decisions are based on a variety of factors.

In paragraph 23 of my report, I listed 11 attractive factors that are considered by producers in determining a filming location. And in my paragraph 24, eight factors which might work against a producer choosing a New Zealand location (one of which is cost). For example, the recent TV series '**Under the Vines**' was conceived as a series to be filmed entirely in the Queenstown Lakes area. In this case, the setting and locations were a key attraction to the financiers and platforms.

One Lane Bridge the same.

And **A Remarkable Place to Die**.

There is clear historical evidence that many projects are developed with specific locations in mind and that the Queenstown Lakes area is an attractive option.

It is acknowledged that there are costs involved in bringing crew, actors and equipment from the North island or offshore to the region. For a production that has a large number of location sequences, it therefore makes economic sense to base the production close to those locations to avoid costly relocations.

At the moment, it is not a viable option for some productions to base themselves in our region due to the lack of supporting infrastructure. The Screen Hub seeks to make the region a more viable and cost-effective option for productions looking to film here and potentially base entire productions here by providing the supporting infrastructure.

It should also be noted that Mr Kelly largely avoids using our phrase Screen Hub in favour of the narrower word Studio. He does not seem to have understood or embraced the broader concept of the Screen Hub which I describe in some detail in paragraphs 43 to 55 of my original report.

An example of this misunderstanding are his paragraphs 36 a,b and c where he assumes wrongly that Ayrburn is only for studio shooting. The Ayrburn proposal is for a Screen Hub, a

film and television studio with associated offices, workshops and accommodation etc (Screen Hub), which would meet the needs of a greater variety of productions.

I draw your attention to the statements from industry practitioners including

Phil Smith
Anthony Deaker
Lisa Chatfield
Paul Yates
Phil Turner
Annie Weston
and Ken Turner

They all reference the need for a base which supports location filming and includes the following facilities:

- Production Offices
- Department Offices
- Costume Workshop including Laundry & Breakdown
- Hair, Makeup, Prosthetic Workshops
- Construction, Paint, Plaster, Steel Fabrication Workshops
- Props & Set Storage & Fabrication
- Lighting, Grip & Rigging Storage
- Stunts Training & Rehearsal.

There are numerous practitioner quotes in my appendix along the following lines:

“Queenstown needs weather cover. We need a sound stage where we can go when it rains. We need a production village where we can do art, do make up, laundry, production offices and editing. Ideally all in one place.” (Phil Smith)

The Screen Hub, with a variety of great film locations in close proximity, will increase the attractiveness of the region for productions.

Regarding the comment that the majority of technicians and crew are based in Wellington and Auckland, there will always be a need to accommodate some crew from out of town. This is also common for productions in Auckland and Wellington. However, having a suitable studio facility in the region will help attract more productions, which will ultimately support the existing local crew base and attract more crew to the region.

Further to this, the regional education provider Southern Institute of Technology (SIT) offers studies in Film, Animation and Game Design via a Bachelor of Screen Arts. However many graduates leave the region to find work. The existence of the Screen Hub with increased work opportunities should alleviate this situation. Please see the letter of support from SIT Hamish Small, Head of Faculty in Appendix A.

I'm also aware that Ayrburn has been in contact with representatives from Film Otago Southland during the planning of this project and recently the full board of Screen Otago Southland requested a site visit. A supportive follow up letter from their chair is attached as [Appendix B](#).

Also, since my original report I have received a letter from Mel Turner, an experienced line producer for international shows who is also the Chair of [Screen NZ International](#). They represent producers and infrastructure companies such as studios and see the proposed Ayrburn Screen Hub as a valuable addition to New Zealand's offering (rather than competition). Mel's letter is attached as [Appendix C](#).

1.2 How Queenstown is typically used by film and television productions (exterior versus interior work).

(b) Mr Kelly states that in his experience, productions come to Queenstown primarily for its exterior locations and landscapes. Interior work is kept limited or shot in ad hoc spaces. If a significant portion of a film requires studio- style interior work, productions relocate to a city studio (usually Auckland, sometimes Wellington) (paragraphs 15-18).

(c) He goes on to state that when interiors are needed in Queenstown, they are typically handled through one-off hire of existing buildings (for example, an aircraft hangar or an empty industrial space) which are converted temporarily for shooting. He states this is a common and cost-effective approach, and recognised within the industry as more sensible than constructing and maintaining a dedicated studio in Queenstown (paragraphs 19 - 23)

I absolutely agree that most productions come to the Queenstown Lakes district primarily for its exterior locations and landscapes - but producers still want a good production base with the facilities mentioned above and interior weather cover.

Mr Kelly's examples of

- (a) renting an aircraft hangar,
- (b) using an unused building (for example, a warehouse); or
- (c) converting an empty industrial space for a short period

are fanciful and out of date as these buildings do not readily exist particularly for short term leases.

Suitable temporary spaces are extremely hard to find in this region and inevitably involve compromises. In late 2024, Screentime Ltd leased and repurposed an ex department store to "have wet weather cover or indoor sets". This has enabled them to shoot their entire series of **A Remarkable Place to Die** in the Queenstown region. The filming of season 2 & 3 has now commenced. This production pipeline has allowed for a longer term lease of the commercial building, which has become 'Remarkable Studios'.

Philly de Lacey from Screentime has commented publicly on the difficulty they had finding this space and it's an example of the lengths that a production company will go to create spaces for indoor sets and weather cover. However it is a smaller scale facility with some limitations and larger or international productions would overlook it as a studio due to low stud height, lack of workshop, office, backlot, parking and access.

Again, I note the letters of support, in my original report, from producers and people in the production part of the industry - the actual people who need to find these spaces.

Mr Kelly states the usual patterns are to:

- (a) Base interior work in Auckland or Wellington studio facilities;*
- (b) Travel to Queenstown for a defined location block to capture exteriors; and*
- (c) Return to the city studio for further interior work.*

This current solution of limiting time spent in the Queenstown region is exactly what the Screen Hub seeks to address. Without the supporting infrastructure, productions limit the time and money spent in the region. Or choose not to come.

1.3 Accommodation patterns for cast and crew working in Queenstown.

Mr Kelly notes that cast and crew working in Queenstown are generally accommodated in hotels or similar visitor accommodation within or close to the town centre, with ready access to food and drink. And that Queenstown already has plenty of hotels that meet these needs.

All of the recent productions that I have spoken to regarding the Screen Hub have mentioned the difficulties associated with sourcing accommodation for cast and crew. This is a significant barrier to productions looking to film in the region.

Queenstown has well documented housing, visitor and worker accommodation shortages. Large productions have large crews. **Zelda**, for instance, which could be filming in the region this year, will be looking to accommodate hundreds of crew. **A Remarkable Place to Die** is also accommodating people at the same time. Crew and actors are often spread out across the area in a mix of hotels, motels, bed and breakfast or rental properties making transport and logistics more challenging.

Mr Kelly notes there are practical needs of accommodation, including:

- (a) Ready access to food and drink (restaurants, cafes, supermarkets);
- (b) Proximity to transport hubs and production meeting points;
- (c) Basic comfort and privacy requirements for people working long, irregular hours.

I note there are multiple cafes, restaurants and a deli in the adjoining Ayrburn precinct. Mora restaurant is just down the road. There is an existing bus service and bus stop adjacent to

the facility. The Screen Hub application includes a gym and wellness area for people working long and irregular hours and there are countless amenities nearby, including walking and biking tracks. Arrowtown shops including a supermarket are 4km away. I understand the quality of the proposed accommodation is appropriate for the level of comfort and amenity film crew require.

I refer to the letter of support from producer Paul Yates regarding the third season of ‘*Under the Vines*’:

“Cast and crew accommodation on site would also have been very useful to us. On Vines 3 about 85% of our crew and 100% of our cast were out-of-towners. Having crew staying in one place would be fantastic logistically and foster more of a team and social spirit which was a big part of both Vines shoots. Crew were often spread far and wide so social interaction in down time was often tricky.”

1.4 The commercial and practical challenges Mr Kelly sees in establishing a permanent studio in Queenstown.

He states that “99%” of productions come to Queenstown for exterior locations. And that if the majority of a film requires interior shooting, productions leave Queenstown for city studios. And that therefore it does not make financial sense to build and maintain a permanent studio for indoor shooting in Queenstown. He mentions the Vertical Limit stage – which was used for that film and possibly once or twice more before being dismantled as illustrating the lack of long term demand for such a facility.

I agree with Mr Kelly that the reason most productions come to the region is due to the exterior locations. This is as referenced in paragraph 41 of my report: “... *in a nutshell that the primary reason for shooting in the Queenstown Lakes area is the locations. The Otago/Southland region has a number of amazing and diverse scenic locations, most of them easy to get to and within moderate travel time from accommodation*”.

However, Mr Kelly then goes on to suggest that because a particular film might need studio filming, it will leave Queenstown for that part of its shoot which then somehow means that the Ayrburn Screen Hub proposal makes no financial sense.

I have covered why this is not the case in earlier comments.

Further, the Ayrburn Screen Hub proposal is not solely predicated on these large budget studio films that Mr Kelly works on as a camera technician. It's a Screen Hub, not just a studio and it's designed to attract a wide variety of production types with differing budgets, some of which are already visiting the region.

With regards to the Vertical Limit situation, the picture that Mr Kelly portrayed in his comments is inaccurate. While this film was shot back in 2000 with a budget of \$75 million, the temporary construction of the studio and supporting buildings actually shows the extreme measures a production will take to provide suitable facilities close to its filming

locations, and supports the argument for a permanent Screen Hub in the region. Columbia Pictures paid for and built a temperature-controlled studio, workshop, offices and other related infrastructure out by Jacks Point. The buildings were subsequently pulled down because they only had a temporary resource consent.

At the time a number of industry stalwarts such as Lee Tamahori and Roger Donaldson along with other local crew campaigned for the facility to be kept open, citing the benefits to the industry. A newspaper article, the Temporary Resource Consent and an email from Roger Donaldson ONZM confirms this in **Appendix D**. You will note the similarity in the facilities provided in the Vertical Limit site plan and Ayrburn Screen Hub.

1.5 Mr Kelly comments on the implications of his perceived industry realities for the likely use of a Queenstown studio such as the proposed Ayrburn facility. He states decisions in film production are always cost-driven. And those cost realities mean that the level of ongoing utilisation assumed for a large permanent studio facility in Queenstown is unlikely to be achieved in practice. A facility such as the proposed Ayrburn studio is likely to be used intermittently rather than at a constant high level of activity.

This would appear to be the nub of Mr Kelly's report - that he doesn't believe a permanent screen hub is needed by the industry or viable for the operator.

I have already clarified that decisions are not always cost based and that there are productions which do and will shoot entirely in the region.

Having a purpose-built Screen Hub in the region will make filming in New Zealand a more viable option for large international productions looking to utilise our locations and stay longer due to the existence of the facilities. Note the letter of support from Screen NZ International, the industry organisation associated with promoting New Zealand internationally as a filming destination is attached as **Appendix C**

However the Screen Hub is not just for these large scale international productions (which Mr Kelly has focused on in his report). The Screen Hub has been designed for the varied nature of the regional industry and to accommodate a mix of production types.

Further, even if a production does some studio filming in say Auckland or Sydney it doesn't mean they won't use and benefit from the broader Screen Hub facilities while on location in the region. Producers and production personnel who have shot here are also supportive. Practitioners, particularly those involved on the production side want the facility.

2. Neighbours Comments

If I have responded to a point also made by Mr Kelly I will not revisit it. I will follow the approach above of summarising key points and responding.

2.1 It is suggested that the accommodation is not a necessary part of the proposal. It is suggested that because the Wanaka Silverlight proposal has attached accommodation and appears unlikely to proceed that this indicates a lack of demand for attached accommodation.

Including accommodation is a useful response to realities of filming in our region. It is likely Silverlight came to this conclusion also. Studios or Screen Hubs do exist without accommodation. But accommodation is an added attraction as finding accommodation, particularly in this region, is a real barrier to productions coming here. I also understand that the Ayrburn Screen Hub's approach is that the accommodation, to a degree, will cross subsidise the studio. From my point of view that's a good thing as it also reduces the risk for the facility.

From my understanding, there are several reasons that the Silverlight proposal is not proceeding but I don't believe that having accommodation is one of them. Silverlight is a very ambitious proposal, far greater in scale than the Ayrburn Screen Hub and seemingly aimed almost entirely at the higher end of the market. I note also the Wanaka crew base is a lot thinner than Queenstown.

2.2 It is suggested that in my evidence I have a "build it and they will come" approach and also that the applicant does not have MOU's or binding agreements for future use in place. Several respondents have seized on recent media commentary to imply that the industry is in decline both here and worldwide. There's a mention that Lane Street Studios in Upper Hutt is up for sale and that in the future virtual production will mean less crew, less space and less need for the Ayrburn Screen Hub.

I acknowledge the difficulty of estimating likely spend but I have given, in my original report at paragraphs 58-59, what I believe to be reasonable estimates based on my knowledge of screen budgets and experience of the types of productions likely to base themselves in the region.

With regards to the suggestion that the industry is in decline both here and worldwide, I note that the Screen Hub will take a few years to build. The industry is cyclical in nature and has had dips during Covid and the writers' strike in Hollywood. Some of the doomsday calls are industry politics and I note that the Government recently increased the international incentive, relaxing the eligibility criteria and receiving positive feedback from the industry.

In response there's a good pipeline of large international productions looking to commence filming this year, some of which will shoot in our region. I understand these to include Zelda, Minecraft 2, and Lord Of the Rings Hunt for Gollum.

While a few years ago there were fears that volume filming (studios with LED screens) would affect location shooting, these fears do not seem to have been realised.

The effect of AI is much harder to predict. Certainly it's increasingly used in post-production, but I believe there will always be a desire for location and studio based filming.

Recently a private studio operator has purchased the Auckland Film Studios from the Auckland Council, a significant indication of confidence in the future of the industry.

And while yes, Lane Street Studios has been sold out of the industry, Upper Hutt wasn't an ideal place to build a studio. It would have made more sense to have put a large studio box on the side of the existing Avalon studios. And there really wasn't the need for additional studio space in Wellington given the scale of Avalon and Stone Street studios.

As previously noted above, one of the well thought through attributes of the Ayrburn Screen Hub is that it has been designed to be flexible for different screen related activities. Note the suggestion in my original report (paragraphs 69-71) regarding potential Gaming and GLAM use, both allied screen sectors that are in growth mode.

With respect to the comment around not having any MOU's and binding agreements in place currently, my experience and understanding is that these are not common in the industry. Producers will typically make arrangements in a shorter timeframe than what it will take to get the Screen Hub consented and built.

2.3 This facility will cannibalise existing film studios in New Zealand or the region by taking productions off them, therefore having a negative or neutral economic benefit.

Please refer to the support letter from Screen NZ International attached. You might consider some of these operators to be competitors but it's clear they see significant advantages will accrue with the addition of the Screen Hub.

2.4 Mr Gibson's comment "if the gods were on your side" seems to indicate a lack of financial forecasting.

My comment has been misconstrued in both Ms Hampson's and the Property Economics EIAs. In Paragraph 58/59 of my report I suggested a matrix of productions that could access the Screen Hub in the first year and gave a conservative example of two scenarios with related spend. I also gave another scenario with the phrase "*If the Gods were on your side*" representing an upper scenario. It is challenging and difficult to predict exact spend, so modeling a range of scenarios anywhere between the lower and upper expected scenarios 31.5m - 65.5m could be considered acceptable depending on your appetite for risk.

2.5 In addition to the above Ms Hampson suggests that the Screen Hub concept is not based on a sound operational model compared with Silverlight Studios.

As per my original report, the operation of the Screen Hub is a reflection of how the screen industry operates in New Zealand. My estimate of related spend reflects that.

I have concerns with Ms Hampson's comparison with the Silverlight model (which incidentally she also wrote the economic assessment for).

The Silverlight model anticipated that the lessee would maximise the value of their lease by rotating back-to-back productions through the various spaces available to them.

Sound stages were to be leased on multi-year contracts (i.e. a 10 year lease) to one or more large international streaming production companies who would then use the facilities to rotate through multiple productions - ensuring that the facility was used as productively as possible.

This long term third party lease idea is a deviation from established normal New Zealand practice. I am unaware of a studio, streamer or production entity leasing a studio within New Zealand on such a long term lease for multiple productions 'back to back'. Sometimes a series of the same production eg Avatar and the Lord of the Rings franchises will book studios to film consecutive films as it makes financial and logistical sense. But to anticipate this over a 10 year period goes well beyond the "Gods being on your side".

2.6 In regard to Mrs Hampson's comments regarding yearly growth.

I understand that Property Economics have allowed for a 5% yearly growth and Ms Hampson suggested 0% (on the higher value scenario). She also pointed that this has not been tested against the capacity of the studio as the spend increases yearly.

Because of the current low level of regional infrastructure it is not at all unreasonable to expect solid growth off the range of figures mentioned above in 2.4. The industry can be a bit cyclical so it might not be 5% every year but an average number of 5% would seem achievable for the first say 4 or 5 years .

I did note in paragraph 59 of my original report that I believed the Screen Hub could accommodate the higher end production matrix and dollar amount. As a comparison the entire Lord of the Rings trilogy was produced out of Stone Street studios, which at the time was a similar size to the proposed Screen Hub.

2.7 The suggestion that 201 units are essential for a film studio contradicts industry norms, where it is understood that a large number of crews operate on daily rates (as per the Industry 'Blue Book') and find their own accommodation. This suggests the accommodation is the primary goal, not a supporting activity.

I have already covered the lack of accommodation in the region. Regarding the suggestion that a large number of crew find their own accommodation, accommodation is paid on top of daily rates and is generally paid directly by the production company, meals are also paid and accommodation is single room. I attach the 'Blue Book' which is the code of practice for the

engagement of crew in the New Zealand Screen Production Industry as **Appendix E**. This extract is relevant...

34. TRAVEL EXPENSES: ACCOMMODATION AND PER DIEMS

34.1 When the Crew Member is required to work away from their town of residence, the Production Company will use best endeavours to provide single room accommodation and will pay for all meals and reasonable laundry costs.

34.2 Per diems may be paid in lieu of all or some of the above.

34.3 Per diems must adequately reflect the actual cost of food and services. Particular consideration must be given to local exchange rate/value when production is outside of New Zealand. (e.g. domestic per diem allowance may not be sufficient to adequately cover the same services in another country with a higher exchange rate).

34.4 Industry common practice is for the accommodation to be paid directly by the Production Company.

While in some circumstances a crew member might stay with a friend or organise their own accommodation and ask for an allowance, the production company is expected to, and generally does, provide accommodation.

2.8 Film industry friends have told us film studios operate “like a busy shipyard” with noise, truck movements, set-construction mess and activity going 24/7

Yes, studios and screen hubs can be busy places. But not 24/7.

Most TV/film weeks are now 5 consecutive days, with 10 hours worked each day. When there is a push or filming demands, occasional weekend work and longer hours do happen, if for instance a production is running behind schedule. Productions try to avoid this as there are significant penalties and cost increases incurred for more than 10 hours a day or 5 days a week. You can refer to the Blue Book - paragraphs 18 to 20 for details.

I have reviewed the Operational Noise Management Plan and in terms of hours it should be acceptable to production clients. It's worth noting that most studio complexes in New Zealand are in residential areas. Here are some aerial photos that illustrate that. I have also shown the much smaller Remarkable Studios in Frankton as it adjoins a residential area.



Avalon Studios, Lower Hutt, Wellington



Kumeu Film Studios, Kumeu, Auckland



X3 Studios, Wiri, Auckland



Studio West, Glen Eden, Auckland



Stone Street Studios, Mirramar, Wellington



Remarkable Studios, Remarkables Park, Frankton, Queenstown

I have also shown the separation distance between the closest part of the nearest house to the closest part of the backlot and workshop building.



Appendix

Appendix A - Southern institute of technology.

Appendix B - FOS Letter of Support

Appendix C – Screen NZ international letter of support

Appendix D - Vertical limit consent and Article

Appendix E - The Blue Book (2023)

Disclaimer

Prepared by Dave Gibson for Ayrburn, January 2026.

While all due care has been taken in the preparation of this document, I assume no responsibility and shall not be liable to any person for any loss, damage, or expense caused by decision making, reliance or distribution to any third party of the information or advice in this document.

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15 January 2026

To whom it may concern

RE: AYRBURN SCREEN HUB

I am writing to confirm the Southern Institute of Technology's (SIT) support for Winton's development of the Screen Hub at Ayrburn.

SIT provides quality tertiary education and training across a wide range of subjects and qualifications. From certificates to postgraduate studies, we offer NZQA programmes for students to learn at a level and pathway that suits them. We offer SIT programmes at campuses in Invercargill, Queenstown, Gore, and online through SIT Online Learning. Amongst our suite of programmes and qualifications is our bachelor of Screen Arts with strands in Film, Animation and Game Design.

The screen sector is seen as an industry of opportunity for our regional economy. To fully realise the economic potential of the industry, the region also needs purpose-built world-class screen facilities. Larger and more consistent studio productions can give rise to more on-the-job experience that is a missing piece of the film education and training loop regionally. Such facilities as Winton's development of the Screen Hub at Ayrburn will be of significant benefit to both current SIT learners and our previous graduates.

Winton's proposal for a modern multipurpose screen hub would provide much needed studio infrastructure and position the film industry for a very prosperous future.

I was personally fortunate to visit the Screen Hub site at the end of last year and was very impressed with Winton's proposal. Winton have engaged extensively with industry stakeholders and harnessed industry expertise, which is evident in their proposal.

SIT is pleased to support this proposal and excited about the opportunity this development presents for the film industry and the wider region.

Please don't hesitate in letting me know if you need any further information.

Yours sincerely



Hamish Small
Head of Faculty
New Media, Arts, Business and Computing
Trades and Technology



20 December 2025

To whom it may concern,

Re: Ayrburn Screen Hub

I am writing this letter to confirm Film Otago Southland's support for Winton's development of the Screen Hub at Ayrburn.

Film Otago Southland is a not-for-profit screen support organisation for the Otago and Southland regions. Our function is to help attract, support and promote screen productions in the region and to maximise the regional economic benefits of screen production. Film Otago Southland is funded and supported by the district councils in the region and the Southern Institute of Technology in Invercargill; however, the Trust's opinions are its own.

The screen sector has been recognised as an industry of opportunity for our regional economy, contributing approximately \$60 million to Otago and Southland GDP in 2024 (Infometrics – Screen Sector Profile). Productions are attracted to our region thanks to our stunning locations, experienced crew, creative talent, and dedicated film business and support services. However, to fully realise the economic potential of the industry, the region also needs purpose-built world-class screen facilities.

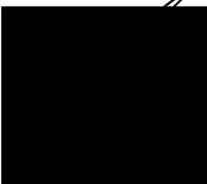
Winton's proposal for a modern multipurpose screen hub would provide much needed studio infrastructure and position the film industry for a very prosperous future.

The Film Otago Southland trust board visited the Screen Hub site earlier this month and as a group we were very impressed with Winton's proposal. Winton have engaged extensively with industry stakeholders and harnessed industry expertise, which is evident in their proposal.

Film Otago Southland is pleased to support this proposal and excited about the opportunity this development presents for the film industry and the wider region.

I am available to answer any questions or provide further information as needed.

Best regards,



George Dawes
Chair – Film Otago Southland

E: [REDACTED]



12 January 2026

To whom it may concern

Screen NZ International is an incorporated society representing the interests of international screen production in New Zealand. Our membership includes over 100 businesses and senior professionals working across production, infrastructure, post-production, and associated services. Collectively, our committee has decades of experience delivering international screen projects in Queenstown and across the South Island, including major productions such as *The Lord of the Rings* and *Vertical Limit*, and more recently *War Machine* and *Heart of the Beast*, giving the committee first-hand insight into the operational challenges faced by productions in the region.

The purpose of this letter is to outline the operational requirements of international screen production and provide industry context on the implications of limited purpose-built screen infrastructure in the Queenstown region.

International screen productions in Queenstown rely heavily on temporary and improvised solutions due to the absence of dedicated production infrastructure. Regardless of scale, productions require short-term access to facilities including production offices, specialty workrooms, light manufacturing areas, prop and dressing storerooms, and secure parking for trucks and trailers. These are essential operational requirements for every production and are currently difficult to accommodate. Existing alternatives, such as hotel conference rooms or ad hoc commercial spaces, only partially address office needs and do not provide the workshop, storage, or logistics capacity required for efficient and safe production.

Based on the committee's experience, the screen sector has consistently identified a need for permanent weather cover stages and production infrastructure in Queenstown. Such stages allow filming to continue despite adverse weather, reducing disruptions and extending seasonal shooting opportunities.

Accommodation is also a critical operational consideration. Screen productions require short-term, block-booked accommodation with a high degree of certainty, often secured or adjusted at short notice. In Queenstown, reliance on the general visitor market presents ongoing challenges due to high pre-booked occupancy and limited availability during peak periods. This often results in crews being housed in scattered locations as far as Cromwell and Glenorchy, increasing travel times, costs, and fatigue, and adding transport and safety pressures. Accommodation close to production activity supports more efficient scheduling, improved crew welfare, and safer transport outcomes.

Without purpose-built infrastructure, including both production facilities and operational accommodation, productions face increased costs, logistical complexity, and reduced operational certainty, which influences whether and how long international productions base themselves in the region.

More broadly, the limited availability of purpose-built screen infrastructure in the South Island constrains production activity outside Auckland and Wellington. Additional facilities can complement existing infrastructure, improving regional capacity, resilience, and flexibility for international screen production.

International screen production delivers significant economic and employment benefits through local crew engagement, business expenditure, and skills development. Improved access to production infrastructure and operational accommodation supports greater certainty, efficiency, and competitiveness for New Zealand as a screen production destination.

Yours sincerely,



Mel Turner
Executive Chair | Screen NZ International

Studio should stay: Tamahori

April 28, 1999 | Southland Times, The (Invercargill, New Zealand)

Author/Byline: GILMOUR CATH | Page: 007 | Section: NEWS

255 Words

QUEENSTOWN _ Queenstown could be home to a multi-million-dollar film industry if the large studio proposed at the foot of the Remarkables becomes a permanent resource, industry pundits said yesterday.

But The Vertical Limit producer Lloyd Phillips is obliged to remove all buildings at the end of filming.

Los Angeles-based New Zealand directors Lee Tamahori and Roger Donaldson, both in Queenstown filming during the past week, said they were shocked that the studio's resource consent required the studio to be torn down by October next year.

It was "absurd" that a capital investment of up to \$2 million that could secure Queenstown a stable filming base had to be ripped down, Tamahori said.

Queenstown-based John Mahaffie, who has been director of photography for Hercules for five years, agreed, saying a permanent studio would secure Queenstown a stable film industry.

Queenstown's scenery, weather and its six-month jump on Northern Hemisphere seasons were the resort's filming attractions.

But Queenstown did little to welcome film-making, Donaldson said. If it did, "things like the requirement to tear down the studio would not occur."

Under planning law, the studio could remain if Mountain High Productions Ltd, the landowner, neighbours and the Queenstown Lakes District Council agreed.

Lawyer Graeme Todd, speaking for landowner Henley Downs Holdings Ltd, said "other opportunities" could be looked at in the future. The owners "understand fully" the importance of alternative economic opportunities for Queenstown.

Caption:

Los Angeles-based Kiwi movie directors Roger Donaldson, left, and Lee Tamahori in Queenstown, where they say a permanent **studio** would secure Queenstown a multi-million-dollar filming industry. Picture: CATH GILMOUR





23 January 2024

Nikau Film Productions Ltd
C/- Baxter Brown Ltd
PO Box 740
QUEENSTOWN

Dear Sir/Madam

DECISION OF THE QUEENSTOWN LAKES DISTRICT COUNCIL

RESOURCE MANAGEMENT ACT 1991

NIKAU FILM PRODUCTIONS LTD – RM990185

I refer to your application for land use consent under Section 88 of the Resource Management Act 1991 to construct a film studio building and facilities at Woolshed Road, approximately 2.5 kilometres south of the intersection of the Remarkables Ski Area access road. The application was considered under delegated authority pursuant to Section 34 of the Resource Management Act 1991 on 12 April 1999. The subject site is legally described as Part Lot 5 DP 19857Block XII Coneburn Survey District.

The site is zoned Rural A in the Transitional District Plan and the proposal requires a non-complying activity consent as it is not provided for.

Between 31 August and 14 September 1998 the decisions on submissions to the Proposed District Plan were progressively released. Section 88A of the Resource Management Act 1991 requires all applications received after notification of decisions to be assessed in terms of these decisions and any amendment thereto. Under these decisions the site is zoned Rural General and the proposed activity requires a non-complying and discretionary activity consent with respect to the following:

- Non-complying - Commercial Activities pursuant to rule 5.3.3.4(ii).
- Height pursuant to rule 5.3.5.2(i).
- Discretionary - Airports pursuant to rule 5.3.3.3(v).
- Scale and Nature of activities pursuant to rule 5.3.5.1(ii).

The application was considered on a non-notified basis in terms of Section 94 of the Act because the written approval of all those persons who may be adversely affected by the

granting of the resource consent was obtained, and because the adverse effect on the environment of the activity for which consent is sought was considered to be minor.

Decision

Consent is granted pursuant to Sections 104 and 105 of the Act, subject to the following conditions imposed pursuant to Section 108 of the Act:

- 1 That the activity be undertaken in accordance with the plans and specifications submitted with the application 'Stamped as Approved Plans 12 April 1999', with the exception of the amendments required by the following conditions of consent.
- 2 That unless it is otherwise specified in the conditions of this consent, compliance with any monitoring requirement imposed by this consent shall be at the consent holder's own expense.
- 3 That the consent holder shall pay to Civic Corporation Limited all required administrative charges fixed by the Council pursuant to Section 36 of the Act in relation to:
 - a) the administration, monitoring and supervision of this consent; and
 - b) charges authorised by regulations.
- 4 That the consent holder shall pay for Civic Corporation Limited an initial fee of \$75.00 for the costs associated with monitoring this resource consent in accordance with Section 35 of the Act.
- 5 In accordance with Section 128 of the Resource Management Act 1991, the conditions of this consent may be reviewed within 6 months of the granting of the consent, and within 10 working days of the anniversary of the date of this consent, if, on reasonable grounds, the consent authority finds that:
 - (i) there is or is likely to be an adverse environmental effect as a result of the exercise of this consent, which was unforeseen when the consent was granted.
 - (ii) monitoring of the exercise of the consent has revealed that there is or is likely to be an adverse effect on the environment.
 - (iii) there has been a change in circumstances such that the conditions of the consent are no longer appropriate in terms of the purpose of the above Act.
- 6 This consent shall expire on the 31 October 2000 and may not be extended or renewed without the written consent of the following parties or their successors in title:
 - Henley Downs Holdings Limited
 - The registered properties of Remarkables Station

- Triumph Trust

7 Prior to the date of expiry of this consent under condition 6 above, all buildings and lighting shall be removed and the site shall be restored to its condition at the date of the application (30 March 1999), in the manner described in the application. This condition shall not apply to the works required to be carried out in fulfilment of condition 11(c) below.

8 Condition 7 shall not apply in respect of any building for which a resource consent has been obtained for retention of the building on the site, except that this exception shall not apply to the building containing the “main stage” and “freezer stage” as described in part 1.1 of the application.

9 To secure performance of condition 7 above, the consent holder shall enter into a bond, the terms of which are to be determined by the Council’s solicitors and approved by the applicant whose approval shall not be unreasonably refused. The bond is to be for the sum of \$400,000. The cost of setting up such a bond is to be borne by the consent holder.

The bond shall be enforceable by Queenstown Lakes District Council and any of the following parties or their successors in title:

- Henley Downs Holdings Limited
- The proprietors of Remarkables Station

This resource consent shall not be exercised until the consent holder has provided to the Council evidence that the bond has been established.

The bond shall be released upon request when the required work and/or satisfactorily completed.

10 All engineering works shall be carried out in accordance with the Queenstown Lakes District Council’s policies and standards, being New Zealand Standard 4404:1981 and amendments to that standard adopted on 1 June 1994 (NZS 4404:1981), together with associated standards and Codes of Practice to meet the acceptance of the Council’s Operations and Infrastructural Assets Manager.

11 The applicant shall, in each case prior to undertaking engineering works outlined below, provide to the Council for approval copies of specifications, calculations and

design plans as are considered by the Council to be both necessary and adequate to complete the engineering works:

- (a) The consent holder shall provide suitable water storage and reticulation network at the development site to comply with NZS Code of Practice for Fire Fighting Water Supplies.
 - (b) The provision of a stormwater system to collect, control and dispose of all stormwater conveyed onto or collected within the development site
 - (c) In respect of the road intersection of Woolshed Road and State Highway 6:
 - i The intersection is to be upgraded to a minimum standard for a side road junction onto State Highways as shown in the diagram enclosed with Transit New Zealand's written approval dated 19 March 1999.
 - ii The intersection Woolshed Road is to be teed up to the State Highway at +/- 15 degrees to the right angle
 - iii Prior to any work being carried out on the State Highway, design detail must be cleared with Transit New Zealand and an "Agreement as to Work on State Highway" completed.
 - (d) All easements to be duly granted and reserved.
- 12 Prior to any lighting or illuminating on the site the applicant shall submit to the Civic Corporation Limited's Principal: Resource Management for final approval a lighting plan indicating the location of all light standards.
- 13 The consent holder shall provide adequate rubbish receptacles and shall arrange for the regular emptying of the same to avoid litter nuisance.

Reasons for the Decision

The relevant provisions in the Proposed District Plan are not subject to any specific references to the Environment Court which effect consideration of the application. Accordingly the application has been assessed, primarily in respect of the Proposed District Plan.

The site selection was based on two main criteria:

- Operational viability for the applicants in terms of services to the site, relative isolation and quietude, space available, access and proximity to central Queenstown; and
- Ability to meet planning objectives and policies including minimising any effects on landscape values, residents in the vicinity, roading, and ecological values.

A range of alternative sites was considered. The proposed site fulfils the above criteria in so far as minimising adverse effects on the environment and maximising the use of existing services consistent with the objectives and policies of the Proposed District Plan.

Visual Impact

Visual impact is considered to be the primary concern with regard to adverse effects, given the size and scale of the proposed buildings. Views from the State Highway are limited to potential glimpses and are not considered to justify any specific mitigation.

The buildings will be visible from areas to the north near the Airport, and the Remarkables Ski Area road. The visual effect from these areas is considered to be relatively minor given the distance of the site from these areas, the context associated with any views, topography and vegetation, and the temporary nature of the activity.

Those adjoining neighbours that are considered to be directly effected by granting consent have given written approval to the proposal. These include:

- Henley Downs Holdings Ltd
- Triumph Trust
- The registered proprietors of Remarkables Station

In respect of appropriate mitigation, any screening such as planting and/or mounding is not considered necessary given the temporary nature of the proposal, inability to effect planting of any substance in the given time frame, and potential effect of such screening given the size of the proposed buildings. Conditions have been imposed in respect of colours to reduce any adverse visual impact and provide some degree of integration within the surrounding landscape.

Traffic

Access off the State Highway will be upgraded in accordance with Transit New Zealand 's requirements. Transit New Zealand has given written approval subject to conditions regarding safety and efficiency of the State Highway/Woolshed Road intersection. These have been included in the above conditions accordingly.

- Woolshed Road will be upgraded to accommodate anticipated traffic including heavy vehicles, primarily associated with the construction and removal of the buildings. Any effect associated with an increase in traffic, ie. noise and effect on general amenity, is limited to residents along Woolshed Road. The owners and leaseholders or trustees (as the case may be) of these properties have provided written approval to the proposal.

Services

Water will be provided via an existing bore for production and fire fighting requirements. An existing 25mm diameter line will be upgraded to 40mm and extended to storage tanks to be installed close to the facilities.

Due to the temporary nature of the activity no on-site disposal of waste is proposed. The site will be serviced by a portable ablution block, with effluent holding tanks for off-site disposal, and portaloos during the busiest period when filming takes place.

The caterers will provide drinking water on site if required.

Noise

Generally the effect of any noise is limited to those sites within close proximity to the proposed activity. Written consent has been obtained from those potentially effected. It should be noted that noise will be kept to a minimum consistent with the purpose of the site while filming is in progress.

Air Traffic

Air traffic activity is limited to helicopters only, with no more than 10 landings and take-offs on any one-day. Subject to authority of the Civil Aviation Authority and/or the Queenstown Airport Corporation, all helicopters to and from the site will be required to use a specific route that avoids travelling directly over any dwellings, particularly at low levels. A flight plan has been prepared accordingly.

Positive Effects

The positive effects of the proposal should not be overlooked in respect of benefits to the wider community, not limited to the life of this consent but the longer terms benefits of the Queenstown Lakes District's on-going association with the film industry. This association must be balanced with the need to provide well considered direction consistent with the objectives and policies of the Proposed District Plan.

Mitigation measures are generally not necessary because of the inherent advantages associated with the location and the temporary nature of the proposal. The adverse effects associated with the proposal are considered minor relative to the temporary nature of the proposal. It should be stressed that the temporary nature of the activity was a principal factor in granting consent, and that any adverse effects associated with proposal are limited to the life of the consent. A bond ensuring the removal of all buildings and infrastructure associated with the activity and restoration of the site has been imposed to ensure that any facilities associated with the proposal, are only temporary, consistent with the reasons for granting consent

Other Matters

The costs of processing the application are currently being assessed and you will be advised under separate cover whether further money is required or whether a refund is owing to you.

Should you not be satisfied with the decision of the Council and objection may be lodged in writing to the Council setting out the reasons for the objection under Section 357 of the Resource Management Act 1991 not later than 15 working days from the date this decision is received.

This resource consent is not a consent to build under the Building Act 1991. A consent under this Act must be obtained before construction can begin.

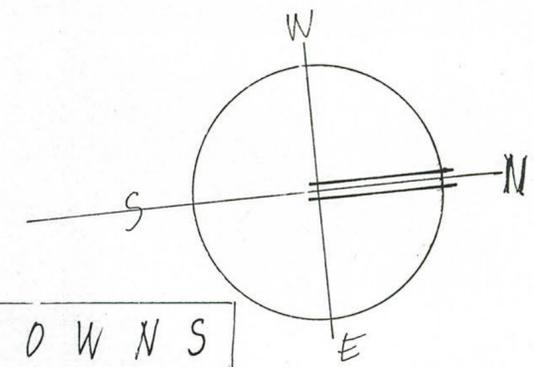
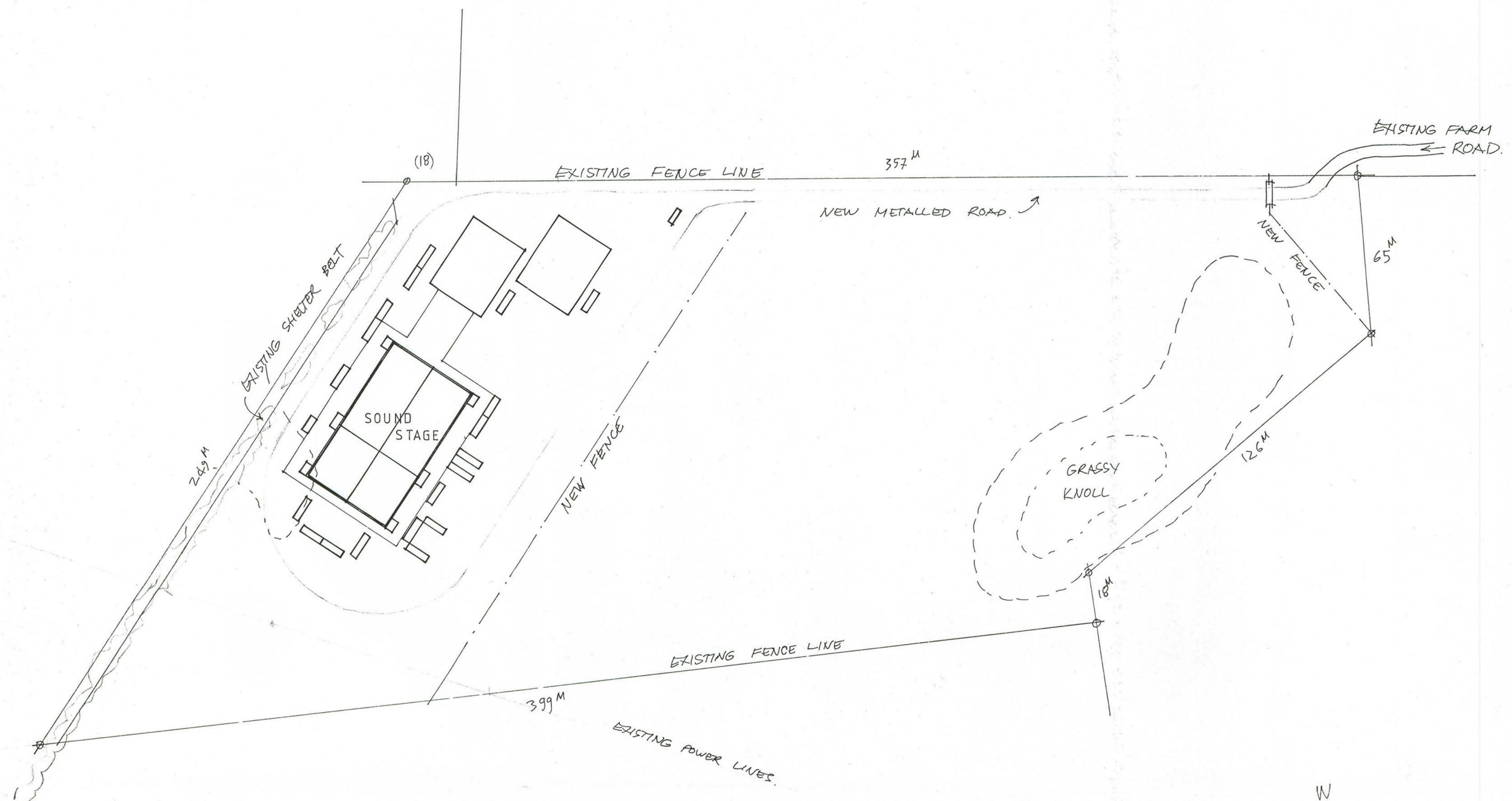
Please contact the Principal: Compliance (Civic Corporation Limited) when the conditions have been met or if you have any queries with regard to the monitoring of your consent.

This resource consent must be exercised within two years from the date of this decision subject to the provisions of Section 125 of the Resource Management Act 1991.

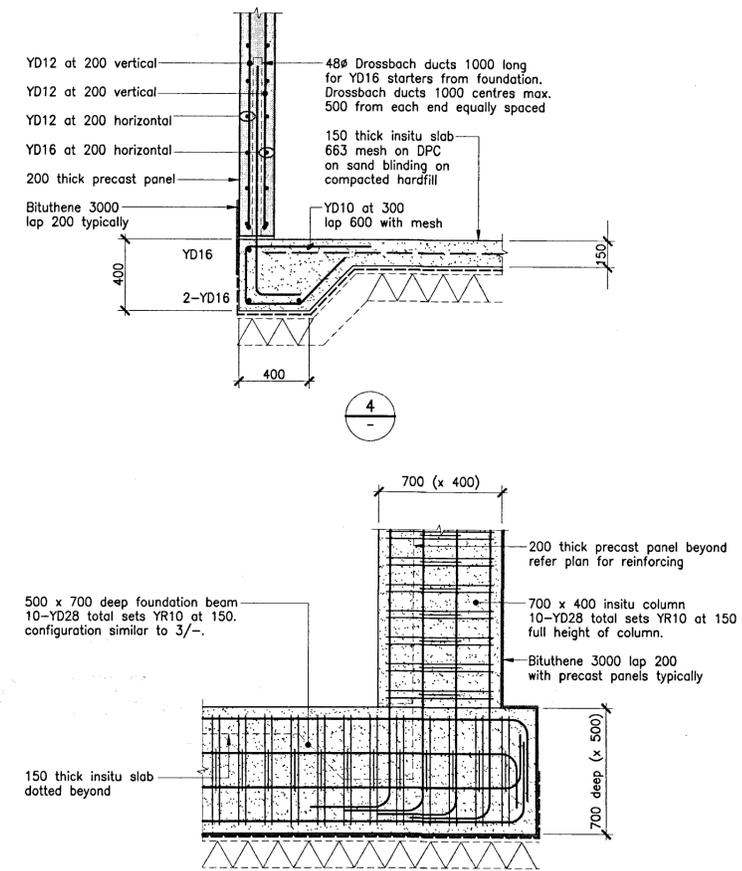
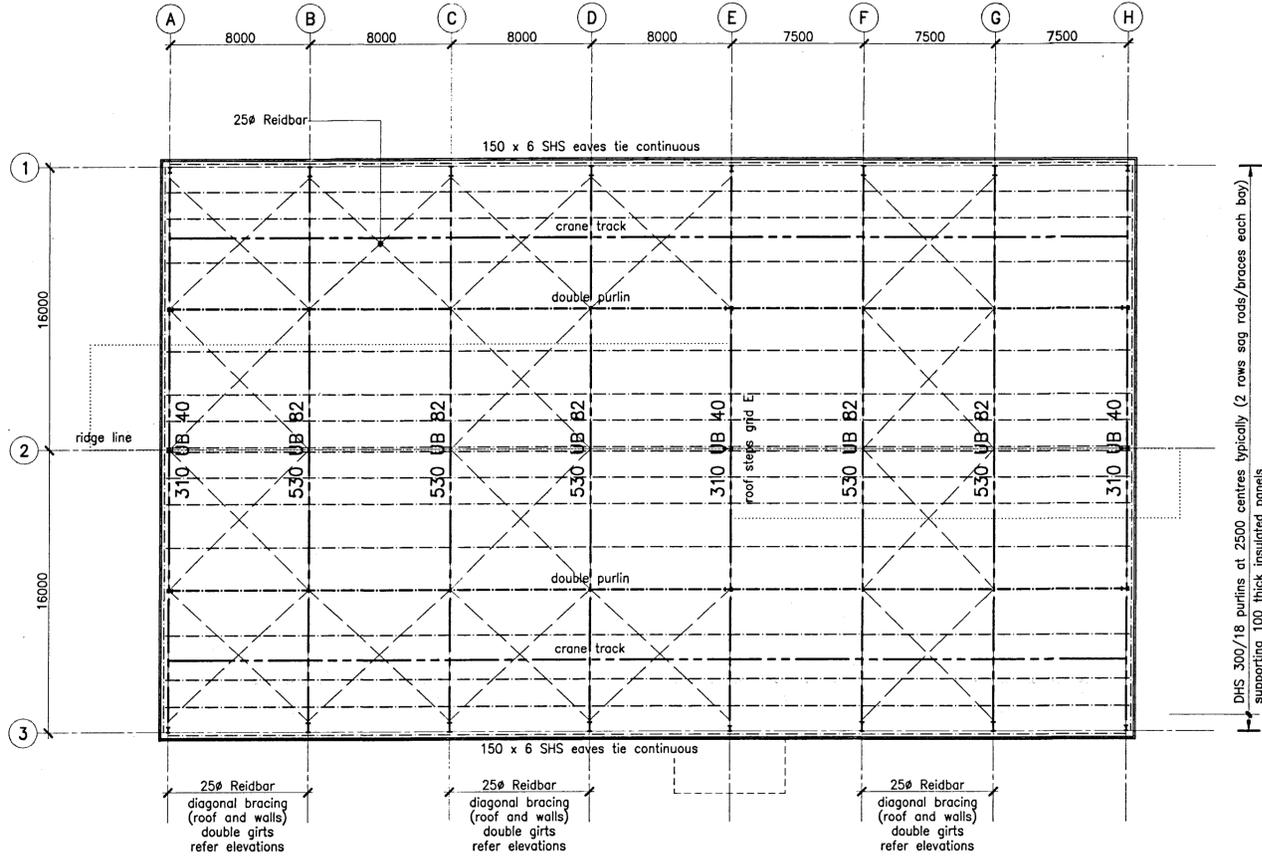
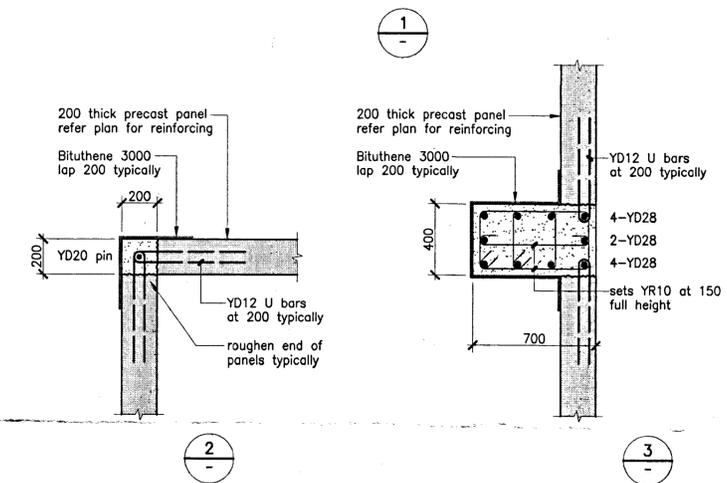
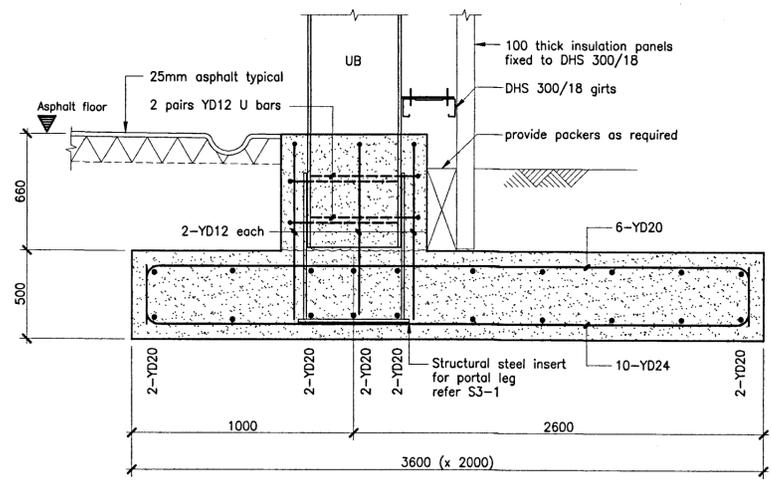
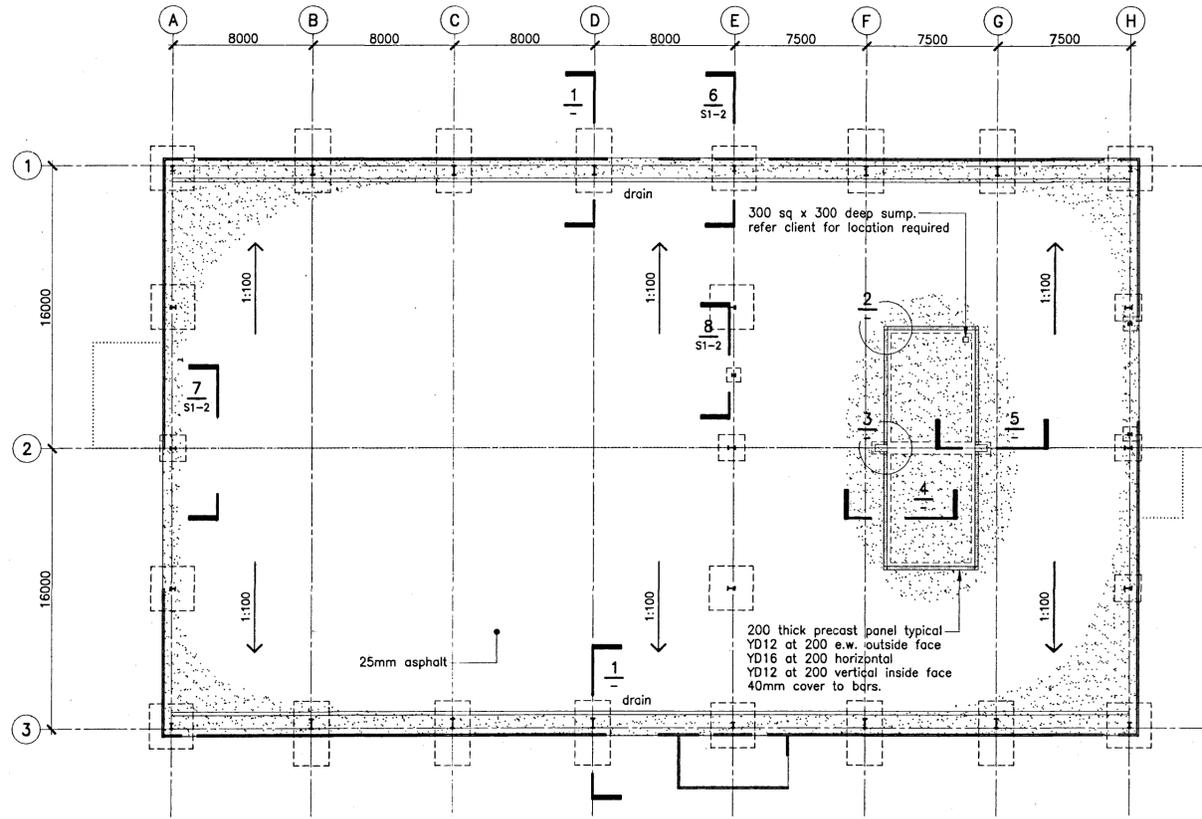
If you have any enquiries please contact Tom Evatt on phone (03) 442 4777.

Yours sincerely
CIVICCORP

J Edmonds
PRINCIPAL: RESOURCE MANAGEMENT



HENLEY DOWNS
 - SITE PLAN -
 SCALE 1:1000 - A2



All dimensions to be verified on site before making any shop drawings or commencing any work. The copyright of this drawing remains with Holmes Consulting Group

- notes:
- 1 apply Bituthene 3000 tanking bandages to insitu joints and base joint details to crevasse pit. lap bandages 200 onto precast panels.
 - 2 $f'c = 35MPa$ (precast)
 $f'c = 25MPa$ (foundations/insitu)

APPROVED

Subject to the conditions appended to Building Consent No. BC 990356
Date 7-5-99
Civic Corporation Ltd
on behalf of Queenstown Lakes District Council
Signed: *[Signature]*

Rev	Date	By	Reason
2	05/05/99	GPW	Consent
1	22/04/99	GPW	Information

Consultants

LONG INTERNATIONAL
Client

Holmes Consulting Group

61 Cambridge Terrace
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Christchurch
New Zealand
Telephone 366 3366
Facsimile 379 2169

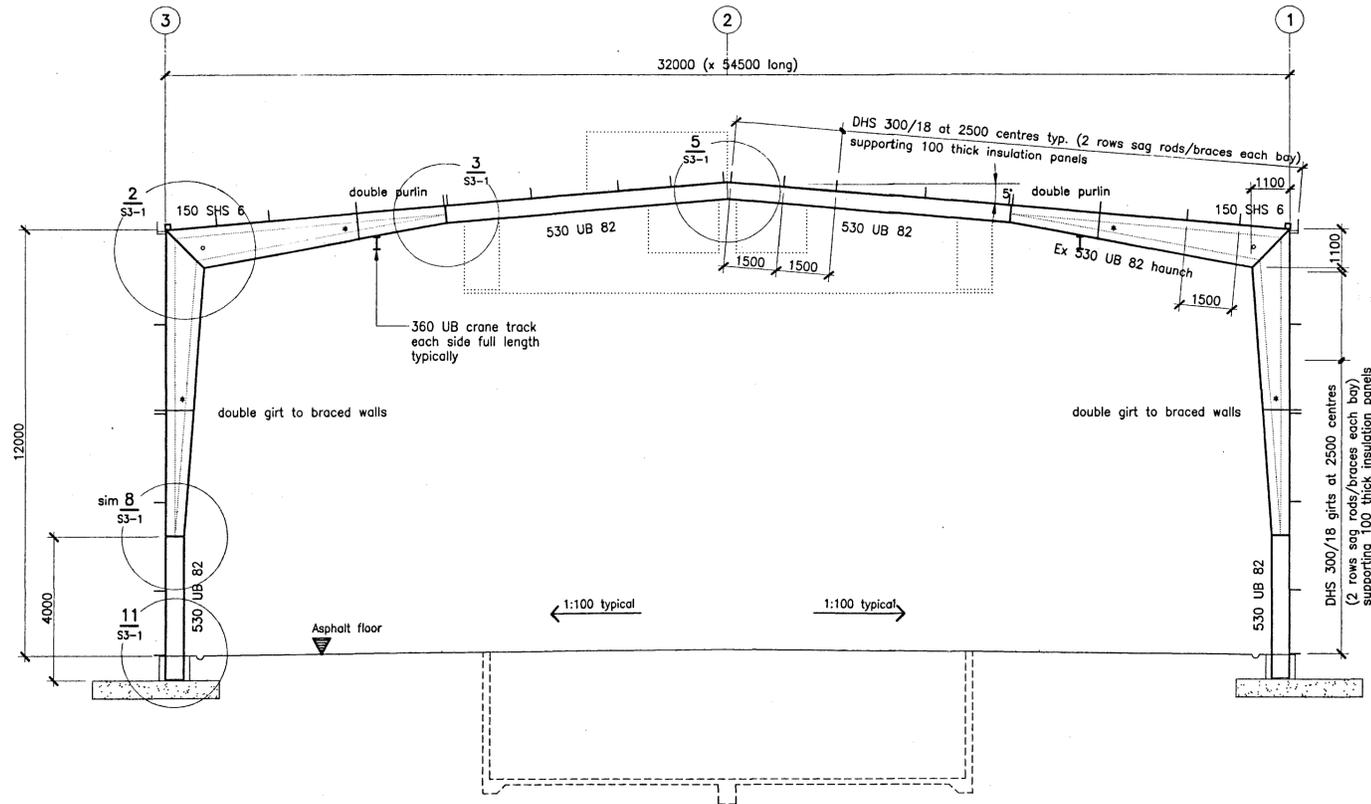
LONG INTERNATIONAL
VERTICAL LIMIT
QUEENSTOWN

Drawn GPW Scale 1:200 1:20
Approved Acad Filename vlg_S1-1

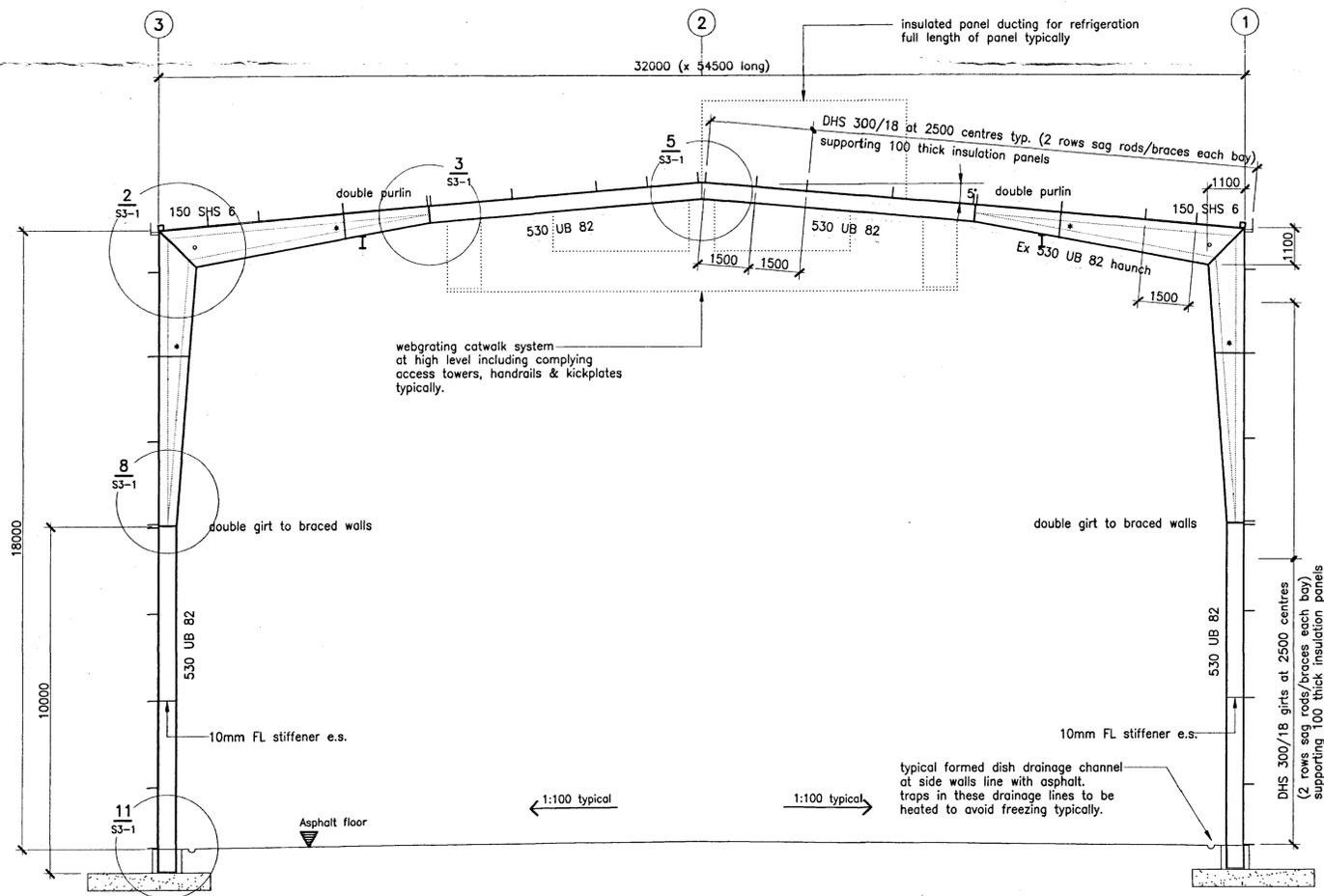
Sheet Title
ground floor/foundation plan
roof framing plan
foundation details 1 to 5

Job No	Sheet No	Rev
30264	S1-1	2

Holmes Consulting Group



typical 12m high portal frame elevation (grids F & G)



typical 18m high portal frame elevation (grids B, C & D)

All dimensions to be verified on site before making any shop drawings or commencing any work. The copyright of this drawing remains with Holmes Consulting Group

notes:

- typical flybrace 60 x 60 x 6 angle each side of portal with M16 bolt to portal cleat and 2-M16 bolts to purlins. refer S3-1 for typical detail.

APPROVED

Subject to the conditions appended to

Building Consent No. BC 990 356

Date 7-5-99

Civic Corporation Ltd
on behalf of
Queenstown Lakes District Council

Signed: *[Signature]*

1	03/05/99	GPW	Consent
Rev	Date	By	Reason

Consultants

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LONG INTERNATIONAL

**VERTICAL
LIMIT
QUEENSTOWN**

Drawn GPW Scale 1:100

Approved Acad Filename vlg_S2-1

Sheet Title

typical 12m high portal frame
typical 18m high portal frame

Job No Sheet No Rev

30264 S2-1 1

HolmesConsultingGroup HolmesConsultingGroup HolmesConsultingGroup HolmesConsultingGroup HolmesConsultingGroup

From: [REDACTED]
To: [REDACTED]
Subject: Re: Vertical Limit Studios
Date: Saturday, 10 January 2026 8:25:57 pm

Hi GEORGE, my recollection of what happened to the VERTICAL LIMIT (STUDIO) is as you have described it. It was a temporary permit that was not able to be converted into a permanent one. There was a lot of support for (STUDIO) to be built in this part of the world, and I was one of the supporters. Regards, ROGER.
Sent from my iPhone

On Jan 10, 2026, at 4:39 PM, George Watts [REDACTED] wrote:

Hi Roger,

Feel free to ignore this email, as I don't mean to interrupt.

I'm just trying to respond to this comment around the vertical limit studio we got from a submitter against our studio proposal.

I was told that yourself and Lee Tamahori along with local crew campaigned for it to remain standing, citing the benefits to the industry and there was a mountain scene article, which I'm trying to hunt down in the Invercargill archives.....

I pulled the consent to build the vertical limit studios and saw that it was only a temporary consent, which I assume was the real reason it was pulled down, not the lack of demand.

Are you able to let me know if this is your recollection?

to bring in crews from elsewhere, adding substantial costs for travel, accommodation, per diems and vehicle hire; and
(d) A permanent studio is typically used for an entire film or series, and for multiple long-form projects over time. That model fits naturally in cities with large, local crew bases and other infrastructure, not in regional centres primarily used for location work.

31. I know of one previous example where a studio-type facility was built for a specific Queenstown-based project – the stage constructed for the film Vertical Limit. As I understand it, that facility was used for that production and perhaps once or twice more, but was eventually dismantled and removed. In my view, that experience illustrates the difficulty of sustaining a permanent studio in Queenstown once the initial project is complete.

32. To put it plainly, from my perspective as a long-term crew member, it “makes no financial sense to build a studio for indoor shooting in Queenstown” as a general proposition.

33. I also emphasise that, while I am not involved in budgeting decisions, I see that almost all production decisions are ultimately cost-driven. When there is a cheaper

to Queenstown for exterior locations. If the majority of a film requires interior shooting, productions leave Queenstown for city studios. In my opinion, it does not make financial sense to build and maintain a permanent studio for indoor shooting in Queenstown. The example of the Vertical Limit stage – which was used for that film and possibly once or twice more before being dismantled – illustrates the lack of long-term demand for such a facility.

George Watts

Senior Design Manager

WINTON

www.winton.nz

Arrowtown

Ayr Avenue

Arrowtown 9371

M: [REDACTED]

ATTENTION:

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THE BLUE BOOK



— THE —
SCREEN
GUILD

BETTER TOGETHER

Tira Ahumahi Mata Āhua



Photo: Mark Lapwood

THE CODE OF PRACTICE FOR THE ENGAGEMENT OF CREW IN THE NEW ZEALAND SCREEN PRODUCTION INDUSTRY

**THE SCREEN INDUSTRY GUILD
AOTEAROA NEW ZEALAND INCORPORATED**

in co-operation with

**THE SCREEN PRODUCTION AND
DEVELOPMENT ASSOCIATION (INC)**

and

**ADVERTISING PRODUCERS
AOTEAROA**

May 2023 Edition



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INTRODUCTION

This book has been produced by the SIGANZ Inc in co-operation with SPADA and APA to provide a reference document of best-practice processes for the engagement of freelance crew members in the New Zealand screen production industry. It replaces the Guidelines for the Engagement of Crew previously published in 2017 by SIGANZ Inc in co-operation with SPADA and APA.

New Zealand's screen production industry has a long history of strong goodwill between producers and crew members (crew), which we all value enormously and wish this relationship to continue.

The Blue Book covers all forms of screen production including broadcast, factual and documentary, internet content, gaming, television commercials, television drama and feature films.

It's important to remember that the Blue Book is not a rigid document. Its provisions outline legal responsibilities and suggested best practices. Production companies and crew members are free to negotiate different arrangements, within the law, if some provisions do not meet the needs of either party. Nevertheless, the Blue Book outlines many generally accepted ways of working in a manner which is intended to provide useful, mature information in a context which explains why various processes are needed.

The 2017 Edition of the Screen Industry Guild Blue Book has been updated with consultation with APA, SPADA, and members of the wider NZ Screen industry. It is a living document, and it is the intention of the Screen Industry Guild Aotearoa NZ that it can be updated as deemed necessary. All digital and print updates or changes will only take affect after due consultation process with all parties concerned.

Any updates will supersede previous versions.

The Blue Book remains the property of the Screen Industry Guild Aotearoa NZ.

INTRODUCTION

CONTENTS

DEFINITIONS	7
SERVICES TO BE PROVIDED	
1. Obligations	10
BOOKING SYSTEM	
2. Types of Booking	12
3. Confirm, Release & Multiple Bookings	12
ALTERATIONS TO ENGAGEMENT	
4. Postponement of Short Term Confirmed Engagements	13
5. Postponement of Long Term Confirmed Engagements	14
6. Suspension	14
7. Cancellation of Engagement	14
8. Termination of Contract	16
9. Contingency	16
10. Standby Day	16
11. Weather Hold	17
DURATION OF WORKING DAY & WEEK	
12. Standard Days, Short Term Engagements	19
13. Overtime/Extra Time - Short Term Engagements	19
14. Broken Days - Short Term Engagements	21
15. Working Week - Short Term Engagements	21
16. Days Off - Short Term Engagements	21
17. Standard Days, Long Term Engagement	22
18. Overtime/Extra Time - Long Term Engagements	23
19. Working Week, Long Term Engagements	25
20. Days Off - Long Term Engagements	26
PUBLIC HOLIDAYS	
21. Public Holidays	26
22. Turnaround Calculation	27
23. Processes and Penalties	28

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24.	Truck and Transport Service Driving	29
25.	Early Starts/Late Finishes (Short Term Engagements only)	30
MEALS & REFRESHMENTS		
26.	Meal Breaks	30
27.	Refreshments & Craft Services	32
PRODUCTION TRAVEL		
28.	Travel Zone	32
29.	Remote Parking	33
30.	International Travel	33
A30	Local Travel	35
FEES & EXPENSES		
31.	Services	35
32.	Day Player/Casual Crew Member Engagements	35
33.	Production Expenses	36
34.	Travel Expenses: Accommodation and Per Diems	36
35.	Cost of Out of Town Travel Expenses	36
36.	Local Travel Expenses	36
37.	Insurance	37
ASSIGNMENTS		
38.	Common Practice	39
HEALTH & SAFETY POLICIES		
39.	Requirement for Policies	39
40.	Harassment & Discrimination	39
41.	Smoke Free Policy	40
DISPUTE RESOLUTION		
42.	Dispute Resolution	40
APPENDIX		
	Travel Zone Map Auckland	42
	Travel Zone Map Wellington	43
	Travel Zone Map Christchurch	44
	Travel Zone Map Dunedin	45
	Travel Zone Map Queenstown	46

DEFINITIONS

Crew/Crew Member/ Contractor:

Can be a combination of the following: Sole Trader, Limited Liability Company or Partnership, or Freelancer (with or without equipment) offering services to the Production.

Production:

The audio-visual project that is the subject matter of agreement between Producer and Crew Member.

Production Company:

The entity undertaking the necessary arrangements for the making of the recording of the production.

Producer:

Person or persons engaged to authorise and execute all matters in relation to the production.

Contract:

Written (including all electronic communication) or verbal agreement between Producer and Crew Member relating to terms and conditions and remuneration for services rendered for the Production concerned.

Working Day (non-shooting):

The period in which the Crew Member executes their role or craft as required whilst non-shoot day is occurring. (e.g. Production team, Art Department, Costume, Construction, Runner, Prep, Wrap).

Working Day (shooting):

The period in which the Crew Member executes their role or craft as required whilst shoot day is occurring.

Overtime/Extra time:

A penalty charge which multiplies the base hourly rate for hours in excess of the Standard Working Day.

First Call:

The time at which a Crew Member starts performing duties for the Production (e.g. drivers picking up equipment or personnel, the commencement of driving production specific vehicles, or start other than shooting call such as early makeup, lighting or camera call).

Production Call/Crew Call:

(Majority): The time at which the Production Company nominates the majority of Crew Members are to start the days production.

Production Call/Crew Call:

(Minority): The time at which a Crew Member who is working outside of the majority crew call time is called. e.g. Unit, Art Department, Runner.

Crew Wrap (Majority):

The time at which the Production Company ceases daily production for the majority of the Crew Members.

Crew Wrap (Minority):

The time at which a Crew Member who is working outside of the majority crew wrap time finishes. e.g. Unit, Art Department, Runner.

Last Wrap:	The time at which an individual Crew Member ceases to perform duties for the Production (e.g. drivers dropping off equipment or personnel, finish driving production specific vehicles, finish duties at time other than filming wrap such as lighting de-rigging, unit or camera packing up).
Short Term Engagement:	Any engagement where the production shoots on 12 dates or fewer, and the last shooting date is equal to or less than 13 calendar days after first shooting date.
Short Term Engagement Commercial:	Any engagement where the production shoots on 14 dates or fewer (consecutive or non-consecutive dates), and the content created is solely commissioned and funded by an advertiser or advertisers for commercial advertising. All Short Term Engagement terms apply to this type of engagement unless specified otherwise.
Long Term Engagement:	Any engagement (excluding Short Term Engagements Commercial) where the production shoots on more than 12 dates, or the last shooting date is more than 13 calendar days after the first shooting date.
Pro Rata Rate:	A pre-agreed rate of T1 or greater for each hour worked.
Day Off:	An unpaid scheduled 24-hour period of the crew member's own personal time, usually at the end of the working week.
Turnaround:	A minimum 10-hour rest period in the crew member's own personal time.
Surcharge:	An additional charge to the basic rate, (e.g. Broken Turnaround/ Midnight Loading).
HOD:	Person who is the head of a department. They are usually the first point of contact for Production and Crew Members relevant to that department (e.g. The Gaffer is HOD to the lighting department).
PCBU:	Person Conducting a Business or Undertaking as described in the NZ Health & Safety at Work Act 2015
Act of God/Force Majeure:	An unforeseen circumstance beyond the control or ability to remedy by the Production Company, e.g. Earthquake, Act of Terrorism, Extreme Weather Event, or Civil Unrest.
Travel Day:	A day in which the Crew Member is required solely to travel by the Production. A Travel Day is a Working Day (non-shooting).
Full Day Rate:	A crew member's T1 rate prorated at 10 hours.
Half Day Rate:	A crew member's T1 rate prorated at 6 hours.



SERVICES TO BE PROVIDED

1. OBLIGATIONS

- 1.1 **Production Company:** The Production Company shall endeavour to accurately advise Crew Members of a start and finish date, and if possible, by reference to:
- Name of Production Company
 - Nature of production (TVC, documentary, etc)
 - Locations
 - Crew Member position
 - Pre-production dates
 - Shoot dates
 - Length of the standard working day or week
 - Post-production dates
 - Contingency requirements
 - Weather hold dates if required
 - Hiatus or stand down dates if any
 - Location of main production office
- 1.2 **Crew Member:** The Crew Members services are to include all services usually and customarily rendered by persons in their role in the New Zealand screen industry and:
- To present themselves at times and locations mutually agreed with the Production Company, and to immediately inform the Production Company of their inability to attend due to sickness, accident or any other event.
 - Not to engage in any other screen industry work during the engagement that would interfere with, disrupt or otherwise detrimentally affect the production.
 - Not to disclose any confidential information concerning the production, except with the Production Company's consent. This does not preclude the Crew Member seeking advice regarding contract issues.
 - To advise the Production Company of any damage to any locations, facilities or vehicles (including rented or hired) for production purposes as soon as practicable.
 - Not to pledge or charge any item to the Production Company unless prior authorisation from the Producer or their duly authorised representative has been obtained.
 - To be liable for personal expenses and expenses which occur at the risk of the Crew Member e.g. parking and speeding offences and the like.
 - Must advise production of any previous or following bookings or concurrent bookings (e.g. half days or other work on rostered days off) which could preclude adequate rest or days off.
 - Should not increase their stress & fatigue liability due to a lack of adequate rest periods or days off before the commencement of, or during, their production.



BOOKING SYSTEM

2. TYPES OF BOOKING

- 2.1 A Confirmed Booking is a Production Company making a commitment to use a Crew Members services, and the Crew Member agreeing to make their services available for the booked period. All bookings are regarded as confirmed bookings unless stated as Pencil (or Quote Hold) bookings.
 - 2.1.1 Any booking automatically becomes a Confirmed Booking with the crew members commencement of pre-production meetings, (excluding initial meeting regarding the job) reces and/or crew travel to location.
- 2.2 A Pencil Booking (or Quote Hold) is an acknowledgment of the Production Company's intention to use the Crew Members services, and an acknowledgment by the Crew Member of their availability to work on the proposed date/s as at the date of each acknowledgment.
- 2.3 A Second Pencil Booking (or subsequent booking) may be made by another Production Company with the understanding that the Crew Member already has an existing pencil booking for part (or all) of their proposed dates.
- 2.4 A Weather Hold is considered a Pencil Booking (for contingency purposes after a short-term engagement) which the Crew Member extends as a courtesy to the Producer and is further explained in section 11: Weather Hold.
- 2.5 A Stand-by Day is a special confirmed booking, explained in the Alterations to Engagements section 10.
- 2.6 A Release is notification by a Producer that the Crew Member is no longer required for a Hold or Confirmed Booking.
- 2.7 A Short Term Engagement or Short Term Engagement - Commercial that is 5 days or fewer and is broken by 34 hours or more and then recommenced, is considered two separate bookings.
- 2.8 A Short Term Engagement or Short Term Engagement - Commercial that is more than 5 days and is broken by 58 hours or more and then recommenced, is considered two separate bookings.
- 2.9 A Production Company and Crew Member may decide by mutual agreement to treat an engagement as either a Short Term Engagement, Short Term Engagement - Commercial or Long Term Engagement, regardless of whether it qualifies as such per the definition of that engagement type.

3. CONFIRM, RELEASE & MULTIPLE BOOKINGS

- 3.1 A Pencil Booking will automatically become a Confirmed Booking 24-hours before the commencement of the engagement. At this time, the Producer may seek to extend the Pencil Booking status by individual negotiation, but the Crew Member has the option to immediately confirm any second or subsequent bookings.
- 3.2 A Pencil Booking is to be confirmed or released by the Production Company within 24 hours of a request to do so by a Crew Member or their representative.

***Note:** Requests that immediately precede weekends and/or public holidays may not be able to be answered strictly within 24 hours. There is an expectation from all parties

that the request may need more time to be answered as contacting relevant personnel to get a confirmation of dates may be difficult. (e.g. a 24 hour confirm/release pushed at 4pm on a Friday could fall due at 10am on the following Monday to give the 1st pencil company the opportunity to communicate with their client/s).

- 3.3 If a Crew Member has more than one Pencil Booking, then each Production Company has up to 24 hours to "confirm or release" in order of booking. (e.g. if the 3rd pencil wants to confirm, a confirm or release must be pushed against the 1st pencil hold in the first instance. If the 1st pencil hold releases, then the 2nd pencil hold will be pushed against, in that order).
- 3.4 A Production Company seeking "confirm or release" from the Crew Member for Short Term Productions, (be it First or Second Pencil) can only do so no more than 14 days before the commencement of production without prior approval from the Crew Member or their representative. If the Crew Member is then confirmed to that Producer, that Producer will be liable for any cancellation fees, should they subsequently cancel the booking for any reason.
- 3.5 No Cancellation Fee will be charged for cancelled or postponed confirmed days where the Crew Member is offered other confirmed bookings to replace the original cancelled or postponed days.

ALTERATIONS TO ENGAGEMENT

The intention of sections 4 to 11 is to explain options for altering bookings and to describe the cancellation process to compensate crew if they are disadvantaged through loss of work, or the potential to work.

4. POSTPONEMENT OF SHORT-TERM CONFIRMED ENGAGEMENTS

- 4.1 A Short-term engagement can be postponed with a minimum of 24 hours notice prior to commencement of the engagement without incurring cancellation fees, provided the same Crew Member is available for the proposed new date/s of engagement.
 - 4.1.1 Postponement can only occur before crew member engagement has commenced. Once the crew members engagement has commenced, any alteration is considered a cancellation or termination.
- 4.2 Notice of less than 24 hours postponement may incur a 60% cancellation fee for the first original scheduled day.
- 4.3 If the Crew Member has accepted another engagement overlapping the rescheduled dates, then any postponed days that do not overlap the second engagement are deemed cancelled and a fee is incurred as per the short-term cancellation scale. (Refer 7.3).
- 4.4 If the Crew Member or representative has advised the Production Company of any other confirmed work offered during the original proposed engagement, a cancellation fee for the days lost due to postponement may be charged.
- 4.5 No cancellation fee will be charged for cancelled or postponed days where the Crew Member is offered other confirmed bookings to replace the cancelled or postponed days.

5. POSTPONEMENT OF LONG-TERM CONFIRMED ENGAGEMENTS

There are many different reasons for postponement of Long Term productions. The Production Company and Crew Members require goodwill from each other in determining the best solution in each case. As a general rule, the following principles will apply:

5.1 Notice of postponement

- a) Long-term engagements can be postponed by the Production Company with more than 7 days notice prior to the date specified as "commencement of principal photography", without cancellation fees.
- b) Long-term engagements can be postponed by the Production Company with less than 7 days notice prior to the date specified as "commencement of principal photography", however cancellation fees may be charged.

5.2 Duration of postponement

- a) Postponement by more than 7 days from the original date of the engagement may be deemed a cancellation. Crew Members and Production Companies may renegotiate their contract.
- b) Postponement by less than 7 days from the original date of the engagement will only incur a cancellation fee if:
 - i) The Crew Member is unavailable for the rescheduled dates - then the postponement is deemed a cancellation.
 - ii) The Crew Member or their representative advised the Production Company in writing of any other confirmed work offered during the proposed engagement. A cancellation fee for the days lost may be charged.
 - iii) No cancellation fee will be charged for cancelled or postponed days where the Crew Member is offered other confirmed bookings to replace the cancelled or postponed days.
 - iv) The above cancellation fees are incurred as per the long-term cancellation scale in section 7.3.1.

6. SUSPENSION

- 6.1 The Production Company may suspend the Crew Members engagement without penalty for reasons beyond the control of the Production Company such as Force Majeure/ Acts of God but excluding financial reasons or the non-availability of cast, crew members or equipment.

7. CANCELLATION OF ENGAGEMENT

This is a guide to common practice cancellation procedures for Crew Members, which should always be negotiated in good faith by both parties.

- 7.1 Where cancellation applies to a Crew Member where their single daily fee is inclusive of their equipment/kit, (e.g. makeup artist, sound recordists) the cancellation fee will apply to the equipment also.
- 7.2 No cancellation fee will be charged for cancelled or postponed days where the Crew Member is offered other confirmed bookings to replace the cancelled or postponed days.

- 7.3 For short term bookings (less than 2 working weeks): If a CONFIRMED booking is cancelled with less than 7 days notice a cancellation fee can be charged based on a percentage of daily rate for each day cancelled, up to a maximum of 7 days and dependent on the number of days notice. (Refer TABLE A).

TABLE A Number of days notice of cancellation prior to confirmed start date:

SHORT TERM ENGAGEMENT											
# days notice of cancellation prior to shoot day	-10 days	-9 days	-8* days	-7 days	-6 days	-5 days	-4 days	-3 days	-2 days	-1** days	1st day of engagement
% of daily rate per day cancelled	0 fee	0 fee	0 fee	60% fee	60% fee	60% fee	60% fee	100% fee	100% fee	100% fee	100% fee

* 0% This would be 7 full days out from date of engagement. Not including date of engagement.

** 100% Date prior to engagement, anywhere within 0001hrs-2400hrs.

- 7.3.1 For Long-Term Bookings (2 working weeks or longer): If a confirmed booking is cancelled with less than 7 days notice, a cancellation fee of one week (7 Days) may be charged. (Refer TABLE B).

TABLE B Number of days notice of cancellation prior to confirmed start date:

LONG TERM ENGAGEMENT											
# days notice of cancellation prior to confirmed start day	-10 days	-9 days	-8* days	-7 days	-6 days	-5 days	-4 days	-3 days	-2 days	-1** days	1st day of engagement
% of daily rate per day cancelled	0 fee	0 fee	0 fee	100% fee	100% fee	100% fee	100% fee	100% fee	100% fee	100% fee	100% fee

* 0% This would be 8 full days out from date of engagement. Not including date of engagement.

** 100% Date prior to engagement, anywhere within 0001hrs-2400hrs.

EXAMPLE: A 3 week confirmed booking cancelled with 5 days notice would be charged at one weeks fee. The fee would never exceed one weeks rate.

7.4 Cancellation of Production

Should a cancellation occur due to Force Majeure/Acts of God, then the parties shall negotiate in good faith regarding cancellation fees.

8. TERMINATION OF CONTRACT

- 8.1 Basic principles of contract termination
A contract may be terminated:
- In accordance with the provisions allowed for in the contract between the Production Company and the Crew Member, or
 - For breach or repudiation under the Contract and Commercial Law Act 2017, or
 - By agreement of both parties, or
 - If the contract becomes 'frustrated' or impossible to perform.
- 8.2 Industry common practice termination:
- The contract can be terminated by agreement, or,
 - The contract can be terminated by either party where written reason is provided.
 - The Crew Member or Producer should be given a minimum of 1 working weeks notice. Alternatively, the Producer may provide one working week payment in lieu of the work being performed by the Crew Member.
 - Events such as theft, wilful misconduct, working under the influence of drugs, alcohol, etc, are regarded as a breach of contract. In such circumstances, the engagement can be terminated immediately and without any further payment.
- 8.3 Remedies:
Where the Crew Member believes that the contract has been terminated unreasonably the various means of resolving a production related dispute are set out in Section 42 below.

9. CONTINGENCY

- 9.1 At the end of a long term "engagement", the Production Company may require the Crew Member to remain available for a specified contingency period. If the contingency period is worked, payment is calculated pro rata on the Crew Members weekly rate.
- 9.2 The Production Company must confirm the contingency requirements one week in advance of each contingency day, otherwise, standard confirm or release conditions apply.

10. STANDBY DAY

- 10.1 A Standby day is considered a Confirmed Booking and a full days rate will be charged for each standby day and standard cancellation fees will apply subject to the following:
- 10.2 If the Crew Member is released from a standby day less than 24 hours before or up to five hours after the individual Crew Members start time (first call), a half days rate (60%) is chargeable.
- 10.3 A Standby day can be postponed (but not cancelled) with more than 24 hours notice prior to the individual Crew Members start time (first call) without incurring cancellation fees, provided the Crew Member is available for the rescheduled dates.
- 10.4 If the Crew Member is unavailable for the rescheduled dates, then the postponement is deemed a Cancellation and a fee is incurred as per the Short Term Scale. (Refer 7.3.).
- 10.5 If the Crew Member receives another Confirmed Booking for the Standby day within 48 hours of the Standby day, immediate reconfirmation or release is required. If the

Standby day is reconfirmed, the day can only be released or postponed with Full Cancellation fees payable.

- 10.6 A Standby day can be negotiated in advance (before the day) as a potential "scheduled day off". The Crew Member must be informed of the final decision before travel to location on that day. The "day off" is then charged at 60%.

11. WEATHER HOLD

A Weather Hold (aka Weather Cover) is considered a pencil booking for weather contingency purposes after Short Term engagements, which the Crew Member extends as a courtesy to the Producer.

- 11.1 If the Crew Member receives a confirm or release request from another Production for the weather hold day/s, the original Production has the option of either confirming or releasing the weather hold day/s (as per "Pencil Booking" section 3.2). A confirm or release request by the Crew Member or their representative within 48 hours of estimated crew call on a weather hold day, requires immediate confirmation or release.
- 11.2 The Production Company must confirm or release the weather hold at least 12 hours before estimated crew call of that weather day. If the weather hold is not released, then the weather hold day will be regarded and charged as a confirmed booking.
- 11.3 If the Weather Hold day is released more than 12 hours before estimated crew call, then the day will not be charged.





Photo: Nick Treacy

DURATION OF THE WORKING WEEK

This section is divided into the following categories:

- **Short Term Engagement** - Any engagement where the production shoots on 12 dates or fewer and the last shooting date is equal to or less than 13 calendar days after first shooting date.
e.g. Broadcast, Documentaries, Corporates, Gaming, Internet Content and other short term work.
- **Short Term Engagement - Commercial** - Any engagement where the production shoots on 14 dates or fewer (consecutive or non-consecutive dates), and the content created is solely commissioned and funded by an advertiser or advertisers for commercial advertising. All Short Term Engagement terms apply to this type of engagement unless specified otherwise.
- **Long Term Engagement** - Any engagement (excluding Short Term Engagements Commercial) where the production shoots on more than 12 dates, or the last shooting date is more than 13 calendar days after the first shooting date..
- **Travel Day** - A day in which the Crew Member is required solely to travel by the Production. A Travel Day is a Working Day (non-shooting).
- **Full Day Rate** - A crew member's T1 rate prorated at 10 hours.
- **Half Day Rate** - A crew member's T1 rate prorated at 6 hours.

12. STANDARD DAYS - SHORT TERM ENGAGEMENTS

- 12.1 **A Standard Working Day** (Full Day) shall consist of 10 hours (including 45 minutes paid meal break) from the Crew Member's first call to Crew Member's last wrap. Where the Crew Member is required to pick up personnel or equipment prior to crew call, first call is deemed to be at the time of that pick up (and vice versa for drop offs for individual wrap).
- 12.2 A Half Day is a maximum of 5 hours and is calculated as 60% of the Crew Members daily rate.
- 12.3 A Half Day booking cannot be expected to proceed beyond the original scheduled 5 hour period, as the Crew Member may have accepted a second Half Day booking on the same day.

Note: Production must advise intended start time at the time of placing the booking to accommodate this situation and to allow for Health and Safety practices. The Crew Member shall advise both productions that they have multiple bookings within the same day.

- 12.4 Hours worked in excess of the standard working days in prep, travel and wrap are subject to penalties as laid out in 13.5.

13. OVERTIME / EXTRA TIME - SHORT TERM ENGAGEMENTS

- 13.1 All additional time worked beyond 10 hours (including a 45 minute paid meal break) on a shooting or non-shooting day is considered 'Overtime/Extra time'.
- 13.2 In the interests of Health & Safety the maximum recommended duration of a scheduled day should be no more than 12 hours including 45 minutes paid lunch.

- 13.3 The Production Company should not request and the Crew Member should not agree to overtime beyond the 12th hour without:
- a) Considering the implications of stress and fatigue to the Crew Member, and:
 - b) If the Crew Member is a PCBU, or Officer under the Health & Safety at Work Act 2015, they must also take into account the implications upon the 'Workers' under their control, of stress and fatigue.
Both Parties must be in total compliance with any legal obligations to The Heavy Vehicle Legislation, Health and Safety at Work Act 2015 and Insurance Cover limitations that may be applicable.
- Note:** Exceeding 14 hours continuous work is considered to pose significant risk to contractor health and safety in respect to fatigue.
- 13.4 The Producer will endeavour to notify each Crew Member that will be affected, prior to commencement of the engagement, if potential for time in excess of 10 hours will be required.
- 13.5 Overtime/Extra Time Penalties
- a) Overtime penalties apply as described in the following scale, irrespective of the final length of the working day:
 - i) For 11th & 12th hours @ T1.5
 - ii) For 13th hour and beyond @ T2.0
 - b) Overtime is charged in 15-minute increments.
 - c) On a daily basis, unscheduled overtime shall be subject to prior agreement with each Crew Member.
 - d) Unscheduled overtime requests shall be reasonable and shall be requested as early as possible.
 - e) The production has the reasonable right to complete the last set-up in progress at scheduled wrap.
 - f) The production will advise Crew Members on the daily call sheet of "must wrap" locations which may require unscheduled overtime. Production should advise Crew Members on the daily call sheet (issued the previous day) of any "must wrap" locations so that Crew Members can make allowances for any unscheduled overtime required to complete work at that location.
 - g) Overtime may be negotiated in advance of the production commencement (as part of the contract) and may include a fixed daily amount or a fixed weekly amount.
- Note:** In the event of external factors outside of the Producer's control, resulting in overtime likely to be incurred beyond 10 hours during pre-production, the Producer can negotiate a pro rata rate for extra hours required by the production company or request that overtime is not charged if considered reasonable. Negotiation must have taken place before 10 hours is up and must be considered in good faith by both parties as an acceptable solution and a reasonable recognition of the additional time involved.

14. BROKEN DAYS - SHORT TERM ENGAGEMENTS

- 14.1 Broken Days: Where a working day is separated into 2 or more periods, the stand down time between each work period is paid at the rate of T 0.5, provided that such payment does not reduce the Crew Members pay for that day to less than the Crew Members standard daily rate.
- 14.2 Overtime on a Broken Day commences after 10 hours of work time, (excluding stand down period).

15. WORKING WEEK - SHORT TERM ENGAGEMENTS

- 15.1 A standard **Short Term** working week is:
- a) up to 5 consecutive working days followed by 2 consecutive days off.
- OR
- b) up to 6 consecutive working days followed by 1 day off.
- Important note:** Heavy Vehicle drivers cannot work more than 70 hours a week as per Land Transport Act 1998. In a work day, Heavy Vehicle drivers can work a maximum of 13 hours and then must take a break of at least 10 hours.
- 15.2 The working week may be up to any 5 or 6 non-consecutive working days out of 7 on an ongoing basis only by prior agreement with the Crew Member. For temporary or one-off variations to the working week refer to 16.3.
- 15.3 The invoicing week must start on the same day of each week throughout an entire production. If the production does not specify a day of the week this will be determined by the day that the first shooting day falls on.
- 15.4 Travel on a 7th day should be a minimum of a Half Day booking (60%) and longer travel time (over 5 hours) should be paid at T1 per hour. Travel on a 7th day should be by the fastest practicable means available and allow the Crew Member a reasonable rest period prior to commencing work again.
- 15.5 Reference should be made to the off-duty rest periods required for truck drivers noted in Section 24.

16. DAYS OFF - SHORT TERM ENGAGEMENTS

- 16.1 In any 5 day working week there must be 2 days off. In any 6 day working week there must be 1 day off.
- 16.2 The minimum duration of a period of consecutive days off is 24 hours per day plus 10 hours turnaround.
- e.g. For 2 consecutive days off, a minimum of 48 hours + 10 hours = 58 hours off.
e.g. For 1 day off, a minimum of 24 hours + 10 hours = 34 hours off.
- 16.3 Changes to scheduled days off shall be by prior agreement with the Crew Members and with a minimum of 24 hours' notice.
- 16.4 A 6th day surcharge applies to the 6th working day out of any 7 consecutive calendar days on the condition that:
- a) None of those 6 working days has already incurred a 6th or 7th day penalty, and
 - b) If the first of those 7 consecutive calendar days is a working day, it is not immediately preceded by a day off and immediately followed by a day off.

The 6th day surcharge is paid as an additional 0.5 hours for each hour worked, including travel time. This surcharge is additional to any other penalties or overtime which may apply and must be approved by prior production agreement.

16.5 A 7th day surcharge applies to the 7th working day out of any 7 consecutive working days on the condition that:

- a) None of those 7 working days has already incurred a 7th day penalty, and
- b) Neither the 1st nor the 7th of those 7 working days has already incurred a 6th day penalty.

The 7th day surcharge is paid as an additional 1 hour for each hour worked, including travel time. This surcharge is additional to any other penalties or overtime which may apply and must be approved by prior production agreement.

16.6 An engagement of less than 5 working days, which is broken by a day (24 hours) or more and then recommenced, is considered two separate bookings.

16.7 6th Day Penalty For Short Term Engagements - Commercial.

A 6th day penalty is applicable for Short Term Engagement - Commercial. However, the production and crew may decide in advance by mutual agreement to not enforce the 6th day surcharge due to circumstances that would make it logistically untenable. Examples of circumstances that may meet this standard include:

- Talent availability restrictions.
- Travelling home on a 6th day rather than travelling after a mandatory day off.
- Unforeseeable weather events.
- Acts of God/force majeure.
- Location restrictions/availability

17. STANDARD DAYS - LONG TERM ENGAGEMENTS

A Standard Working Day for Long Term Engagement – Any engagement (excluding Short Term Engagements Commercial) where the production shoots on more than 12 dates, or the last shooting date is more than 13 calendar days after the first shooting date.. e.g. Feature Films, Television Drama and other long-term productions.

17.1 a) A Working Day of 10 hours (plus a 45 minute unpaid meal break) from the individual Crew Members first call to individual Crew Members last wrap.

- b) Overtime / Extra Time penalties apply:
For the 11th and 12th hours worked – @ T1.5
For 13th hour and beyond worked - @ T2

17.2 Where the Crew Member is required to commence duties before Majority Crew Call (such as pick up personnel, or equipment or commence prep), First Call is deemed to be at the commencement of their duties. The same principle applies to duties after Majority Crew Wrap.

17.3 A Half Day is a maximum of 5 hours and is calculated as 60% of the Crew Members daily rate.

17.4 A Half Day booking cannot be expected to proceed beyond the original scheduled 5 hour period, as the Crew Member may have accepted a second Half Day booking on the same day.

18. OVERTIME / EXTRA TIME - LONG TERM ENGAGEMENTS

18.1 All additional time worked in excess of 10 hours (excluding a 45 minute paid meal break) on a shooting or non-shooting day is considered 'Overtime/Extra time'.

Overtime / Extra Time penalties apply:

For the 11th and 12th hours worked – @ T1.5

For 13th hour and beyond worked - @ T2

Overtime/Extra Time Penalties

- a) Overtime is charged in 15-minute increments.
- b) On a daily basis, unscheduled overtime shall be subject to prior agreement with each Crew Member.
- c) Unscheduled overtime requests shall be reasonable and shall be requested as early as possible.
- d) The production has the reasonable right to complete the last set-up in progress at scheduled wrap.
- e) The production will advise Crew Members on the daily call sheet of "must wrap" locations which may require unscheduled overtime. Production should advise Crew Members on the daily call sheet (issued the previous day) of any "must wrap" locations so that Crew Members can make allowances for any unscheduled overtime required to complete work at that location.

18.1.1 Overtime may be negotiated in advance of the production as part of the contract and may include a fixed daily amount or a fixed weekly amount.

All work on shooting days beyond majority crew wrap is chargeable at overtime penalty rates after completing a standard 10 hour day.

Note: Off-set Crew Members reserve the right to charge a minimum pro-rata rate after completing their standard 10 hour day in all phases of the production (e.g. Production office team, Art Department, Construction etc).

18.2 In the interests of Health and Safety the maximum recommended duration of a scheduled shooting day is 12 ³/₄ hours (including 45 minute meal break).

18.3 The Production should not request and the Crew Member should not agree to overtime beyond 12 ³/₄ hours (including 45 minute meal break) without:

- a) Considering the implications of stress and fatigue to the Crew Member.
- b) If the Crew Member is a PCBU, or Officer under the Health & Safety at Work Act 2015, they must also consider the implications upon the workers under their control, of stress and fatigue.

This must also be in accordance with any legal obligations and in compliance with The Heavy Vehicle Legislation, Health and Safety Legislation and Insurance Cover limitations that may be applicable.

18.4 The Producer will endeavour to notify each Crew Member that will be affected, prior to commencement of the engagement, if scheduled extra time/overtime will be required.



Photo: Briar Collard

19. WORKING WEEK - LONG TERM ENGAGEMENT

19.1 A standard Long Term working week is:

a) up to 5 consecutive working days followed by 2 consecutive days off.

OR

b) up to 6 consecutive working days followed by 1 day off.

Important note: Heavy Vehicle drivers cannot work more than 70 hours a week as per Land Transport Act 1998. In a working day, Heavy Vehicle drivers can work a maximum of 13 hours and then must take a break of at least 10 hours.

19.2 The working week may be any 5 or 6 non-consecutive days out of 7 on an ongoing basis only by prior agreement with the Crew Member. For temporary or one-off variations to the working week refer to 20.3.

19.3 The invoicing week must start on the same day of each week throughout an entire production. If the production does not specify a day of the week this will be determined by the day that the majority of consecutive 5 day work periods begin.

e.g. A production shoots Monday to Friday with Saturday and Sunday off for 5 weeks,

EXAMPLE 1

CALENDAR DAYS	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th	14th
DAYS WORKED	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes		
SURCHARGES						6th								

EXAMPLE 2

CALENDAR DAYS	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th	14th
DAYS WORKED	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes		Yes
SURCHARGES						6th								6th

EXAMPLE 3

CALENDAR DAYS	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th	14th
DAYS WORKED	Yes	Yes	Yes											
SURCHARGES						6th	7th							

EXAMPLE 4

CALENDAR DAYS	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th	14th
DAYS WORKED	Yes	Yes		Yes	Yes		Yes	Yes	Yes	Yes	Yes	Yes		
SURCHARGES						6th								

EXAMPLE 5

CALENDAR DAYS	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th	14th
DAYS WORKED			Yes	Yes	Yes									
SURCHARGES							6th	7th						

EXAMPLE 6

CALENDAR DAYS	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th	14th
DAYS WORKED	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes	Yes		Yes
SURCHARGES						6th								6th

EXAMPLE 7

CALENDAR DAYS	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th	14th
DAYS WORKED	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
SURCHARGES							6th						6th	7th

EXAMPLE 8

CALENDAR DAYS	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th	14th
DAYS WORKED		Yes		Yes	Yes	Yes	Yes	Yes						
SURCHARGES									6th	7th				

EXAMPLE 9

CALENDAR DAYS	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th	14th
DAYS WORKED	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes		
SURCHARGES														

An online 6th and 7th Day Surcharge Calculator can be found on the Screen Guild's website.

and then Tuesday to Saturday with Sunday and Monday off for 2 weeks. The invoicing week is considered to be Monday to Sunday for the entire engagement.

The first 5 weeks are structured as 5 consecutive working days with 2 consecutive days off at the end of the week, and the last 2 weeks are 5 consecutive working days in the middle of the week with 1 day off on either side.

20. DAYS OFF - LONG TERM ENGAGEMENTS

20.1 In any 5 day working week there must be 2 days off. In any 6 day working week there must be 1 day off.

20.2 The minimum duration of a period of consecutive days off is 24 hours per day plus 10 hours turnaround.

e.g. For 2 consecutive days off, a minimum of 48 hours + 10 hours = 58 hours off.

e.g. For 1 day off, a minimum of 24 hours + 10 hours = 34 hours off.

20.3 Changes to scheduled days off shall be by prior agreement with the Crew Members and with a minimum of 48 hours' notice.

20.4 A 6th day surcharge applies to the 6th working day out of any 7 consecutive calendar days on the condition that:

a) None of those 6 working days has already incurred a 6th or 7th day penalty, and

b) If the first of those 7 consecutive calendar days is a working day, it is not immediately preceded by a day off and immediately followed by a day off.

The 6th day surcharge is paid as an additional 0.5 hours for each hour worked, including travel time. This surcharge is additional to any other penalties or overtime which may apply and must be approved by prior production agreement.

20.5 A 7th day surcharge applies to the 7th working day out of any 7 consecutive working days on the condition that:

a) None of those 7 working days has already incurred a 7th day penalty, and

b) Neither the 1st nor the 7th of those 7 working days has already incurred a 6th day penalty.

The 7th day surcharge is paid as an additional 1 hour for each hour worked, including travel time. This surcharge is additional to any other penalties or overtime which may apply and must be approved by prior agreement.

PUBLIC HOLIDAYS

21. PUBLIC HOLIDAYS

21.1 The Statutory Public Holidays (for employees) in New Zealand are:

New Year's Day, New Year's Holiday, Waitangi Day, Good Friday, Easter Sunday, Easter Monday, Anzac Day, King's Birthday, Matariki, Labour Day, Christmas Day, Boxing Day, and regional anniversary holidays.

21.2 There is no legal requirement for Producers & Crew Members to observe statutory Public Holidays (except for crew members who are under an employee contract where the provisions of that contract apply).

21.3 The recognised screen production industry public holidays are:

New Year's Day, Waitangi Day, Good Friday, Easter Monday, Anzac Day, Matariki, Labour Day, Christmas Day, and Boxing Day.

21.4 Where a Public Holiday is recognised, but Monday-ised for the general public, and a Crew Member is working for the same production across both days, only one day shall be charged at T1.

e.g. If Waitangi Day falls on a Saturday, but Crew Member works Saturday and Monday, only one of these days will be subject to the surcharge in addition to normal base rates. The day that the penalty rate will apply to shall be by prior agreement of both parties.

21.5 Where a Public Holiday is recognised, but Monday-ised for the general public, and a Crew Member is working for a different production on each day they cannot charge a public holiday penalty for either day. The Crew Member has chosen to accept separate engagements for both days, and neither production has infringed the Crew Member's right to observe the Public Holiday therefore no penalties are chargeable.

21.6 Where a Public Holiday is recognised, but Monday-ised for the general public, the production must elect whether to observe the Monday-ised date or the actual calendar date of the Public Holiday. The chosen date will apply to the entire crew, and any crew that work on the production's chosen date will be eligible for the Public Holiday penalty.

21.7 Producers and Crew Members can negotiate a penalty to be paid on the above days (21.3). The penalty is usually paid at 1 hours extra payment for each hour worked. This penalty is in addition to any other penalty rate, such as turnaround, work on a 6th day, or overtime.

21.8 Where a Crew Member's engagement causes them to work part of their day within the 24 hour period of a Public Holiday they should be paid a penalty for only the hours worked within that period.

e.g. A Crew Member that starts work on Boxing Day at 2000 and wraps the next day at 0645 should only charge a public holiday penalty for the 4 hours between 2000 and 2400 on Boxing day.

21.9 Crew Members on Short Term engagements have more flexibility in scheduling time off on Public Holidays for their own convenience than those on Long Term engagements.

21.10 Long Term engagements should take every effort to incorporate Public Holidays in rest and/or hiatus breaks.

22. TURNAROUND CALCULATION

22.1 Turnaround is a rest period of a minimum of 10 hours of the individual Crew Members own personal time between one working day and the next, or between the working day and the commencement of a Day Off.

22.2 Daily Turnaround is a period of 10 clear hours between the individual crew members last wrap and first call.

22.3 5 Day Working Week - "2 day weekend turnaround" or "turnaround over 2 days off" is TWO FULL days off (48 hours) PLUS turnaround (10 hours) for a TOTAL of 58 hours off.

22.4 6 Day Working Week – “One day weekend turnaround” or “turnaround over one day off” is one full day off (24 hours) plus turnaround (10 hours) for a total of 34 hours.

NOTE: Six day weeks will influence heavy traffic driving hours.

22.5 Where days off are split within a working week, each day off shall be one day, consisting of 24 hours off, PLUS turnaround of 10 hours for a total of 34 hours break.

22.6 Where turnaround in a two day weekend becomes less than 48 hours, the day in which the work is undertaken becomes a “Sixth Day”.

22.7 Weekend turnaround or turnaround over days off does not apply after a production hiatus of 3 days (72 hours) or more for long term engagements.

22.8 Turnaround is calculated door-to-door when being accommodated away from the crew members town of residence.

22.9 Turnaround is calculated from the edge of the travel zone when working outside the travel zone.

22.10 **Transitioning out of Turnaround / Transitioning Night to Day**

No mechanism exists where a production can shift working days or days off within a working week, between weeks or by creating new start days of weeks for the purpose of creating a scenario where turnaround can be reduced or avoided.

Accepted practices for transitioning out of turnaround are:

- a) Schedule an additional day or part day off.
- b) Claw back turnaround by one or two hours per day through working 10 hour days with minimal overtime.
- c) Over a two day weekend, or long weekend, production may negotiate an exception to the turnaround period (10 hours) with majority crew member agreement. The exception must not be a common recurrence or standard practice on individual productions.

Where such exceptions are negotiated they must specify the actual hours reduced, any payment in lieu and only relate to a new majority crew call time. All individuals with early calls retain the right to charge for turnaround with respect to the negotiated majority crew call time.

For health and safety purposes, productions must consider the impact of loss of personal time on individual crew members, specifically those who commonly have early calls and late wraps and are the most affected by any reduction in turnaround.

23. PROCESSES AND PENALTIES

23.1 **Broken Turnaround** penalty is incurred at the point at which a crew member begins work (including chargeable travel) before their required turnaround has concluded. This infringement is measured as the amount of turnaround remaining at the time that the crew member begins work, and is not reduced or otherwise affected by any consequent action of the crew member (including taking an unpaid break or wrapping for the day).

i.e. **Broken Turnaround** is not a measure of how many hours a crew member works while they should be in turnaround, it is a measure of how many hours of turnaround they lost by having to start work earlier than they should.

23.2 The Turnaround Penalty surcharge payment is 1 extra hour payment for each hour of infringement, for the first 2 hours.

23.3 For more than 2 hours turnaround infringement, the penalty surcharge is T2 for each hour of infringement beyond 2 hours.

23.4 Turnaround penalty payments are in addition to any other penalty and are charged in 15-minute increments.

23.5 Crew Members must advise the production of any previous or following booking which will reduce the Crew Member’s turnaround.

23.6 Crew Members may be responsible for finding a suitable replacement if they have knowingly taken separate bookings with less than a 10 hour break between.

23.7 The previous production will be liable for providing a replacement (cover) Crew Member, if they knowingly break a Crew Members turnaround for a following booking.

23.8 If the production has negotiated non-billable (free) work time (e.g. prep, wrap & travel), this time must be excluded from the 10 hour turnaround period.

23.9 Longer breaks or short turnaround payment options may be negotiated over days off when a production schedule requires a change from night shoots to day shoots.

24. TRUCK & TRANSPORT SERVICE DRIVING

24.1 In accordance with the Land Transport Rules under the Land Transport Act 1998, Production and Crew Members must abide by the turnaround (rest period) required by law for heavy motor vehicles and transport service vehicle drivers.

24.2 Driving hours apply to the driver of any heavy motor vehicle (weighing more 3500 kg) or any vehicle being used in a transport service (e.g. Driver with passengers but excluding crew who carpool).

24.3 The driver must (simplified version of the Act):

- a) Not drive for any continuous period exceeding 5 1/2 hours and after that period, have at least a 1/2 hour rest before undertaking any further driving.
- b) Not exceed 11 hours driving in any 24-hour period.
- c) Not exceed 13 hours on-duty (excluding meal breaks) in any 24-hour period.
- d) Have a minimum continuous off-duty period of at least 10 hours (including meal breaks) in any 24-hour period.
- e) Have a minimum continuous off-duty period of at least 24 hours after having totalled 66 hours driving or 70 hours on-duty (which includes any prep and wrap on location and/or at the truck driver’s base). The accumulated total must be counted from the last minimum 24-hour off-duty period.

24.4 Truck drivers/operators responsibility:

Please refer to the Land Transport Rules under the Land Transport Act 1998
<http://www.legislation.govt.nz/act/public/1998/0110/latest/DLM433613.html>

24.5 Producers responsibility:

- a) A Production that precludes the 10 hour turnaround and/or exceeds the 14 hour ‘on duty time’, (excluding meal breaks) and/or exceeds the weekly 70 hours weekly ‘on duty time’ will be liable for any swing drivers and travel arrangements for vehicles and drivers who are working on the same production.

25. LATE FINISHES (SHORT TERM ENGAGEMENTS ONLY)

Late Finish (aka 'Midnight Loading').

A Late Finish penalty is charged for work after 24:00 hours (midnight) on the Crew Members last day of engagement by that Production Company, due to the fact the Crew Member is limited or unable to accept a booking on the following day because of the 10 hours of rest/turnaround required.

- 25.1 If any engagement terminates (last day of production) after 24:00 hours (midnight), an additional surcharge of T1 (in 15-minute increments) will be incurred for each hour worked after 24:00 hours on that night only. This is in addition to any other payments due.
- 25.2 An engagement of less than 5 working days, which is broken by a day (24 hours) or more and then recommenced, is considered two separate bookings and thus the late finish penalty would apply to both engagements.
- 25.3 Where a Crew Member receives a late finish penalty then they are obliged not to accept a booking until after at least 10 hours of rest on the following day.
- 25.4 If a shoot is scheduled to proceed beyond midnight, the Crew Member is recommended not to accept other work either on the day of commencement or on the following morning.

EARLY STARTS

- 25.5 Where any booking starts (first day of production) before 04:00 hours (4 am) an additional surcharge of 1 hour (in 15-minute increments) will be incurred, for each hour worked before 4 am on that morning only.
- 25.6 The Producer will endeavour to notify each Crew Member or their nominated representative well in advance of the commencement of the engagement, of any potential early starts (before 06:00am) to enable the Crew Member (or their representative) to advise previous or future bookings of any potential turnaround issues or obligations.
- 25.7 The Crew Member is recommended not to accept work on the day before the engagement, which will break their turnaround.

MEALS AND REFRESHMENTS

26. MEAL BREAKS

- 26.1 Meals and refreshments are normally supplied by the production.
- 26.2 If an Early Call or Broken Turnaround makes it unreasonable or impracticable for the Crew Member to provide their own breakfast, then this will be provided by the Production Company. (Time taken for breakfast is not paid unless the break is required to be taken after crew call).
- 26.3 A Meal Break of at least 45 minutes will be scheduled 5 hours after commencement of the working day. When Crew Members have differing call times the Meal Break will be scheduled for the majority Crew Member call and special arrangements should be made for other Crew Members.



- 26.4 The Production Company can, within reason, complete the setup in progress before a Meal Break is called.
- 26.5 Unless prior agreement is reached a surcharge of T1 is incurred in 15-minute increments if the 1st meal break commences later than 5 hours after the majority Crew Member call, rounded up to the nearest 15 minutes. The crew may agree by majority vote to work for up to 1 hour beyond the 5 hour mark without a surcharge on the strict condition that the only work done is to complete the setup in progress. This surcharge is always calculated using a starting point of 5 hours after the majority Crew Member call.
- 26.6 If a 1st Meal Break shorter than 45 minutes is required it shall only be by agreement with each Crew Member.
- 26.7 Producers should ensure that a substantial catered snack (in the hand) is available to all Crew Members within 7 hours of completion of the first meal break.

27. REFRESHMENTS & CRAFT SERVICES

- 27.1 Refreshments shall be continuously available throughout the day.
- 27.2 On Long Term Productions, an afternoon break of 15 minutes is recommended on any days longer than 10 hours.
- 27.3 All Crew Members will be provided with reasonable opportunities during engagement of services to access toilet and craft services.

PRODUCTION TRAVEL

28. TRAVEL ZONE

New Zealand is a geographically challenging location, and in some circumstances the need to adjust and allow for reasonable and practicable travel time must be considered by production. Best practice is to consult with a local Crew Member who is familiar with these environments, and adhere to their recommendations on route and time required to safely travel to location (including differing times for trucks).

The purpose of the Travel Zone is to define a geographical reference around the major centres from which travel time is paid as part of the working day. Travel inside the zone, before first call and after last wrap except as noted in sections 12.1, 17.2, 28.3, is in the Crew Members own time and unpaid.

- 28.1 A travel zone is defined as a 20km radius circular zone centred from the Central Police Stations in Auckland, Christchurch and Dunedin. In Wellington and Queenstown an alternative geographical zone is defined.
- 28.2 There are some exclusions where travel is chargeable within the travel zone:
 - a) Travel within the travel zone on permanently unsealed roads greater than 2km is chargeable travel. If a road is normally sealed but is unsealed temporarily due to road works this exclusion does not apply.
 - b) Locations inside the zone where access is from outside the zone. From the point at which the crew member first leaves the travel zone until they reach this location they are conducting chargeable travel.

- 28.3 All travel (outside the zone) from the perimeter to first call and from last wrap to the perimeter is part of the working day except:
 - a) Where the Crew Member is required by production to pick up personnel or equipment inside the zone prior to crew call. First call is deemed to be at the time of that pick up.
 - b) Where the Crew Member is required by Production to drop off personnel or equipment inside the zone after camera wrap. Individual wrap is deemed to be at the time of that drop off.
 - c) Equipment pick up and drop off does not apply when the equipment is supplied by and stored at the Crew Members home address.
- 28.4 Travel outside the zone is charged in 15 minute increments. Travel time to and from a location can be combined. (e.g. 5 minutes travel time to the location and 5 minutes travel time from the location would be charged as 15 minutes).
- 28.5 Travel time is calculated door to door or an agreed central accommodation location when being accommodated away from the Crew Members town of residence.
- 28.6 When a Production Company negotiates 'free' travel time, this time must be excluded from the 10-hour turnaround period.

29. REMOTE PARKING

Any time before call and after wrap is the individual crew members own personal time, and whilst this does include commuting to and from work it is reasonable that relocation commuting (based on the production's inability to secure parking close to the work site) is chargeable production travel time.

- 29.1 Where crew members are required to park more than 500 metres by footpath or road from the call/wrap location, and crew members are required to walk this distance, this time shall be regarded as production travel time.
- 29.2 Where crew members are required to park more than 500 meters by road from the call/wrap location and production transportation is required, reasonable wait time and shuttle time shall be regarded as production travel time.
- 29.3 Where crew members are required to walk or be shuttled for more than 10 minutes from unit base to and from call/wrap locations this time shall be regarded as production travel time.
- 29.4 Where crew members either walk or are shuttled to and from their vehicles to unit base and then either walk or are shuttled to and from location this time shall be calculated as a daily cumulative value and rounded up to the nearest 15 minutes. Any time taken for meals is excluded.

30. INTERNATIONAL TRAVEL

- 30.1 International travel time is defined as time from first call (equipment pick-up/airport check in) to completion of accommodation check-in at destination or equipment responsibilities, whichever is the latter. International travel days which involve equipment prep & wrap, location recces, production meetings etc, should be regarded as standard production days.



Photo: Jason Bowden

- 30.2 Overseas travel is charged at:
- Half Day rate for travel up to 10 hours.
 - Full Day rate for travel from 10 to 24 hours.
 - Exceeding 24 hours, additional overseas travel half and full day increments apply.
- 30.3 All overseas travel requires reasonable rest and jet lag recovery time before commencing work.

A30. LOCAL TRAVEL

- A30.1 When a crew member is required to travel by production as part of a Travel Day, this is charged door-to-door at:
- Half Day Rate (6 hours at T1) for travel up to 5 hours.
 - Full Day Rate (10 hours at T1) for travel from 5 hours and above.
- A30.2 Although local Travel Days are limited to fixed rates, turnaround is still calculated door-to-door.

FEES AND EXPENSES

31. SERVICES

- 31.1 Fees as specified and agreed are paid by the Production Company to the Crew Member in consideration for all services and rights. Rates and terms of payment must be available to Producers in advance of production.
- 31.2 Payment to Crew Members are made on presentation of an invoice:
- On completion of the production.
 - Weekly, or
 - Within 30 days.
 - 20th of the following month arrangements can only be by agreement between both parties prior to engagement.
- 31.3 For Offshore Productions, payment may be requested in advance or on completion of the production.
- 31.4 Payment to Crew Members for labour is subject to Withholding Tax deductions by the Producer (unless a current Withholding Tax Exemption Certificate is presented).
- 31.5 GST (Goods and Services Tax) is payable to the Crew Member if they are GST registered.
- 31.6 Payment to Crew Members who are Companies for labour is not subject to Withholding Tax deductions by the Producer.
- 31.7 A Late Payment Penalty may be applied but payment due date and any penalty rate must be stated on the original invoice.
- 31.8 On Long Term Productions it is common practice for invoices to be supported by a time sheet.

32. DAY PLAYER/CASUAL CREW MEMBER ENGAGEMENTS

- 32.1 A Crew Member who is working for Short Engagements on Long Term Productions should clarify the rates and conditions in advance of accepting engagement.

33. PRODUCTION EXPENSES

- 33.1 The Crew Member must obtain prior authorisation from the Producer or their duly authorised representative before charging for expenses incurred on behalf of the production.
- 33.2 The Crew Member is liable for personal expenses & expenses which occur at the risk of the Crew Member e.g. parking fines and speeding offences and the like.

34. TRAVEL EXPENSES: ACCOMMODATION AND PER DIEMS

- 34.1 When the Crew Member is required to work away from their town of residence, the Production Company will use best endeavours to provide single room accommodation and will pay for all meals and reasonable laundry costs.
- 34.2 Per diems may be paid in lieu of all or some of the above.
- 34.3 Per diems must adequately reflect the actual cost of food and services. Particular consideration must given to local exchange rate/value when production is outside of New Zealand. (e.g. domestic per diem allowance may not be sufficient to adequately cover the same services in another country with a higher exchange rate).
- 34.4 Industry common practice is for the accommodation to be paid directly by the Production Company.
- 34.5 Crew Members subject to withholding tax have the option of:
- a) The deduction of withholding tax from all per diem payments. (Full record keeping of per diem expenses and declaration of per diem payments as gross income)
- Or,
- b) Claiming a daily "Expense occurred in the production of an invoice" Per Diem allowance as described by the IRD. Withholding tax is not deducted from this amount, the per diems received will be declared as gross income and the daily allowance is claimed as an expense on end of year tax records.

35. COST OF OUT OF TOWN TRAVEL EXPENSES

- 35.1 Costs of out of town travel are at the expense of the Production Company and are to include, without limitation, pre-paid air tickets, booked rental vehicles, payments for use of Crew Members vehicles, taxis, and other reasonable expenses as approved by the Producer or their duly authorised representative.

36. LOCAL TRAVEL EXPENSES

Where the production company does not provide transport, the following apply:

- 36.1 When the location of first call and/or last wrap is outside the zone, then travel expenses will be charged to and/or from that location to the centre of the travel zone.
- 36.2 Travel expenses will be charged between the location of first call and any subsequent locations. (Whether it is inside or outside the travel zone).
- 36.3 Alternatively the production can provide transport.
- 36.4 As a guide for current cost references The NZ Automobile Association publishes information on the costs of operating motor vehicles.

37. INSURANCE

- 37.1 The parties should discuss arrangements for appropriate domestic and/or international insurance cover and provide written confirmation when requested.
- 37.2 It is advisable that the Production should carry the following insurances:
- a) General film risks.
 - b) Public Liability.
 - c) Props, Sets, Costume etc.
 - d) Equipment rented, hired, leased or borrowed by or with authorisation from the Producer (but not belonging to the Crew Member).
 - e) Negative film/static media.
 - f) Vehicle, aircraft, watercraft, etc.
 - g) International Travel & Medical Insurance.
- 37.3 It is advisable that the Crew Member should carry the following insurances:
- a) Public Liability.
 - b) Box rental, own equipment and personal belongings.
 - c) Private or Business vehicle insurance.
- 37.4 In addition, the Crew Member is responsible for:
- a) Any excesses on insurance claims caused by the adjudicated negligence of the Crew Member.
 - b) Any lawful disclaimer of liability by an Insurer because of the unlawful act of a Crew Member.
- 37.5 Where the Crew Member is also an equipment rental service provider, they should carry insurance cover for that equipment. The rental service provider can charge a fee for the insurance cover and should advise the Production of any excess liability and conditions of excess liability.
- 37.6 If the Crew Member and/or their equipment is to enter potentially hazardous, dangerous or other activities specifically excluded from standard insurance policies the Crew Member must be responsible for notifying production of any additional insurance cover required, at which time (and by agreement between both parties) production becomes responsible for insurance cover including public liability, and equipment insurance.
- 37.7 Before the Crew Member enters potentially hazardous or dangerous activities they should assess the validity of their personal accident or life insurance.
- 37.8 Any Insurance cover specific to the production and provided and charged by the Crew Member, must be approved by the Producer or their duly authorised representative prior to the production.
- 37.9 International Travel and Medical Insurance (when working outside of New Zealand) as required by the producer, responsibility of insurance cover needs to be negotiated as to who will take out the policy, and to whom and what extent the cover applies.



Photo: Jason Bowden

ASSIGNMENTS

38. COMMON PRACTICE

- 38.1 It is common practice for the Production Company to be entitled to assign their rights to a third party without the Crew Members consent.
- 38.2 It is common practice for the Crew Member to transfer and assign to the Production Company all their moral and creative rights, for the payment of a fee.
- 38.3 It is common practice for the Crew Member not to be entitled to assign their obligations to a third party.

HEALTH AND SAFETY POLICIES

39. REQUIREMENT FOR HEALTH AND SAFETY POLICIES

- 39.1 Since the Health and Safety Act 2015 became law in April 2016 the “Code of Practice for Safety and Health in the New Zealand Film & Video Production Industry” has been replaced by the “ScreenSafe Health and Safety Guidelines”.
- 39.2 Every person is responsible for the health and safety of the workplace and every person should be familiar with the Guidelines, particularly Sections 1-4. Go to www.screensafe.co.nz to understand your obligations under the Health and Safety at Work Act 2015, and to ensure the New Zealand screen sector is a safer and healthier industry.
- 39.3 The Guidelines are for all persons and organisations that contribute to or are associated with screen production in New Zealand. This includes the organisations that supply studios, locations, materials, plant and equipment, production companies, agencies, funders, individual contractors and associations.
- 39.4 Your obligations are dependent upon the role you have in the project. The more senior your role, the more legal and leadership responsibility you will have for ensuring the safety of yourself and your work colleagues.
- 39.5 The scope is limited to work conducted in New Zealand and includes pre-production, production and post-production. It also applies to international productions while they are working in New Zealand. If an international production has not hired the services of a local Line Producer or local Production Company, it is strongly advised that they engage the services of a NZ Production Manager, a NZ accredited Safety Officer, a NZ 1st Assistant Director and a NZ Location Manager. Experienced individuals in these roles will ensure you fulfil your legal obligations in respect of health and safety.

40. HARASSMENT & DISCRIMINATION

- 40.1 All individuals have a legal right not to be harassed or discriminated against in any form including sex, age, race, religion, political belief, sexual orientation, family and marital status or disability.
- 40.2 Individuals have the responsibility to conduct themselves in an appropriate manner and not harass other persons.

40.3 A harassment or discrimination complaint should be made to an HOD, any Production Company-appointed harassment officer, the Production Company, the SIGANZ Inc or to the Human Rights Commission (www.hrc.co.nz).

41. SMOKE FREE POLICY

41.1 Every Production Company must by law have a written policy on smoking. This must at least include the requirements that smoking is not permitted in any common airspace and that everyone who does not smoke, or who does not wish anyone to smoke in their place of work, shall, so far as is reasonably practicable, be protected from tobacco smoke.

DISPUTE RESOLUTION

42. DISPUTE RESOLUTION

Should a grievance or contract dispute occur between a Crew Member and a Production Company or between two Crew Members, the following options for resolution are:

- a) The first step for dispute resolution would be to follow any process contained in a written agreement between the parties. If arbitration or mediation processes are agreed they must be followed – any court proceedings would be stayed if the parties had agreed mediation/arbitration.
- b) If the parties agree that mediation is appropriate, they can request a neutral, independent industry member as mediator. Alternatively, the parties can appoint an independent professional mediation service.
- c) If the parties agree that mediation is not appropriate, they can request arbitration, which is an established system of dispute resolution between commercial entities, and the decisions are recognised by the Courts and subject to judicial review.

42.1 The Disputes Tribunal provides an effective means of settling simple contract & financial disputes, such as unlawful deductions from or part payment of invoices and insurance claims disputes where the amounts involved are less than \$15,000 (or up to \$20,000 where both parties agree to submit to the Tribunal's jurisdiction).
www.justice.govt.nz/tribunals/disputes-tribunal.

42.2 The District Court and the High Court are the most recognised legal dispute resolution system and the parties should discuss this option with their legal advisers.

42.3 The Employment Relations Authority www.era.govt.nz and the Employment Court are responsible for all disputes between employees/contractors/crew members and employers, and can resolve independent contractor/employee status issues.

42.4 The Human Rights Commission www.hrc.co.nz has dispute resolution processes for all forms of human rights discrimination and harassment including sex, age, race, religion, political belief and sexual orientation.



APPENDIX

AUCKLAND TRAVEL ZONE

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. SH1 North, Redvale, 4.2km after Oteha Valley Rd exit (north bound).
2. SH17 North, Redvale, 0.2km after Durey Rd.
3. SH5 East, Whitford Road, Whitford, 0.26km before Wades Rd.
4. SH1, 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. SH16 West, Kumeu, at Access Rd intersection.

NOTE: Kumeu Studios is considered to be within the 20km zone.



WELLINGTON TRAVEL ZONE

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

Major borders

1. Te Kopahou Visitor Centre Carpark (gate at Red Rocks carpark Owhiro Bay).
2. Airlie Road intersection with State Highway 59 between Pukerua Bay and Plimmerton.
3. Battle Hill Regional Park turn off on Paekakariki Hill Road.
4. Moonshine Rd off SH58 to Bull Run Rd intersection. (the road between and including Bull Run Rd and Riverstone Terrace are very narrow and steep).
5. Moonshine Rd and Kirston Drive and including Riverstone Terrace.
6. Totara Park Rd and Intersection SH2 (Totara Park is outside the zone).
7. Totara Park Rd and Fergusson Drive Upper Hutt. North of Totara Park Rd is out of zone, Montgomery Crescent is out of zone.
8. First bridge on Gorrie Rd.
9. The bridge on Mangaroa Valley Rd at the intersection of Mangaroa Valley Rd, Whitemans Valley Rd and Wallaceville Road.
10. East Harbour Regional Park Wainuiomata Coast Rd entrance.

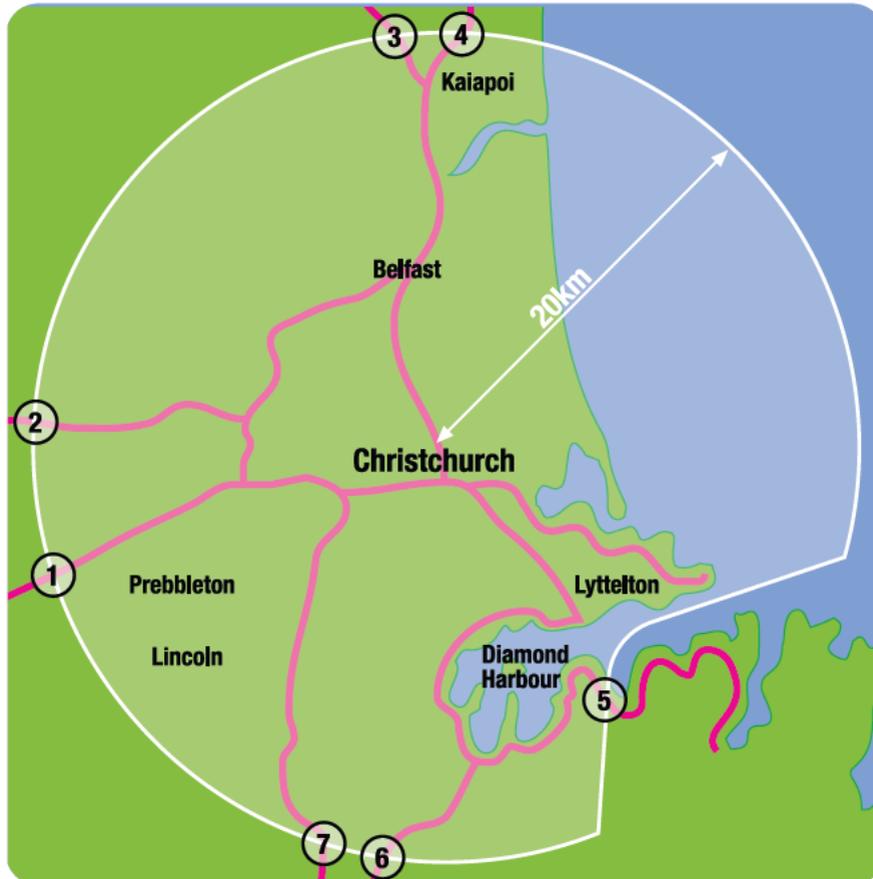


CHRISTCHURCH TRAVEL ZONE

The Christchurch travel zone is defined as a 20km radius circle around the Christchurch Central Police Station, 68 St Asaph Street. The zone excludes the Purau / Port Levy Road.

Major 20km borders

1. SH1, Main South Rd, Rolleston, 1.5km past Weedons Rd intersection.
2. SH73, West Coast Rd, West Melton, 1.2km after Halkett Rd/Lawford Rd intersection.
3. SH71, Lineside Rd between Kaiapoi & Rangiora, 0.25km after Bramleys Rd intersection.
4. SH1 North, Christchurch Northern Motoway, Kaiapoi/Woodend, 0.3km before Main North Rd intersection.
5. Diamond Harbour, intersection of Rawhiti St and Purau Avenue.
6. Gebbies Pass Rd, 2.5 past Millers Rd intersection.
7. SH75, Christchurch/Akaroa Rd, Langleydale, 0.5km after Ahuriri Rd intersection.

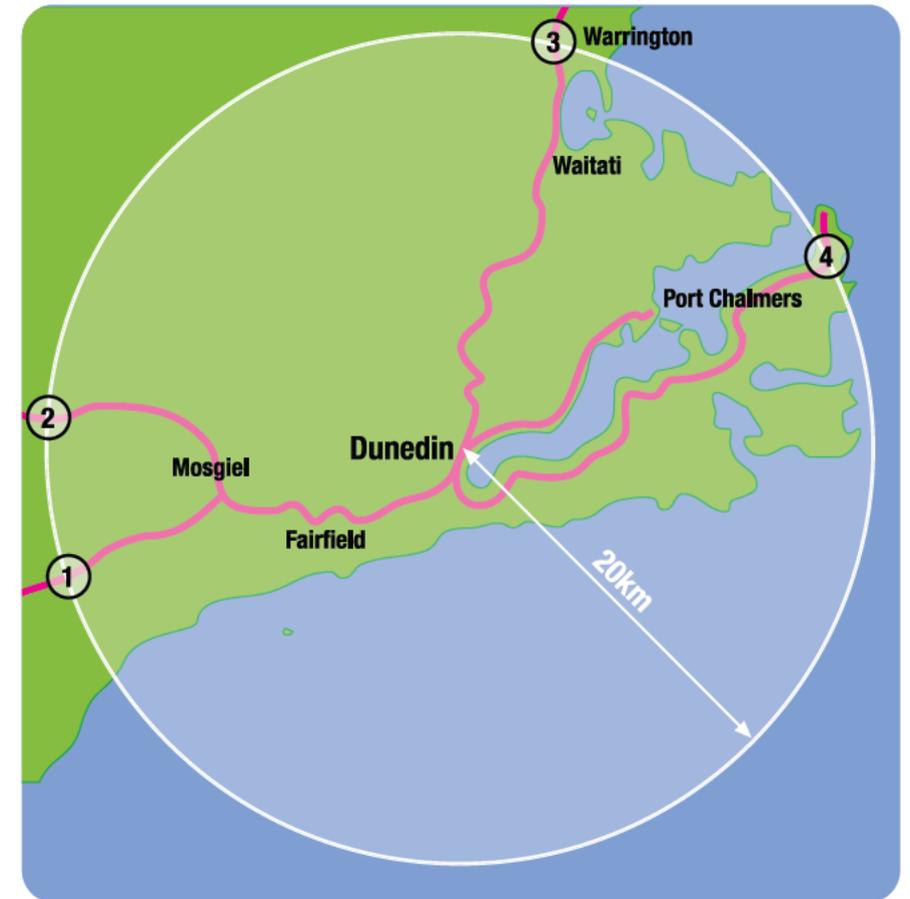


DUNEDIN TRAVEL ZONE

The Dunedin travel zone is defined as a 20km radius circle around the Dunedin Central Police Station at 25 Great King Street.

Major 20km borders

1. SH1 South, Allanton, 0.45km after Grey St intersection & 6.4km before Dunedin Airport.
2. SH87, Mosgiel/Outram Rd, 0.65km after Riverside Rd intersection.
3. SH1 North, between Evansdale & Merton 0.2km after Wilson Rd intersection.
4. Harrington Point Rd, Otago Peninsula, 2.4km after Pakihau Rd intersection.



QUEENSTOWN TRAVEL ZONE

The Queenstown Travel Zone is a negotiated travel zone recognizing the geography of the region.

Major borders

1. Eastern Border. State Highway 6. Kawarau River Bridge / 'Bungy Bridge'.
2. Western Border. Bleakley's Bridge, just before Moke Lake turn off.
3. Southern Border. Wye Creek Bridge.
4. Coronet Peak Road and beyond is outside the Travel Zone.
5. Crown Range Road and beyond is outside the Travel Zone.





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