

Changes agreed only in writing prior to booking. All fees/usage are subject to review annually. Producers are accountable for implementation of guidelines.

1. GENERAL DEFINITIONS

- 1.1 **Performance Fee/Day Rate:** Fee paid on the day(s) of shoot in hrs inclusive of 1/2hr meal break within 6hrs of call time.
- 1.2 **Wardrobe Call:** Included in fee, not exceeding 2 hrs. For categories 2 – 3, 5 – 6, after which a fee shall apply. Background Artistes receive a wardrobe fee.
- 1.3 **Call Back:** Included in fee, not exceeding 2 hrs where after overtime shall apply & for 2nd Callback. **Wardrobe/Callback** on non-confirmed artistes attracts fee. Background Artiste receives a Call Back fee.
- 1.4 **Child Minder/s:** Qualified person/s knowledgeable on Children in the Performing Arts Laws. Sole function is to supervise Children under 15yrs's. Ratio of 1:10 or less if guardian/s not present.
- 1.5 **Travel Day:** 50% of the Std day rate for Std day length. After which overtime (4.1.2) applies.
- 1.6 **Call time:** Time required on location or at a specified collection point. For locations further than 40km ^, transport will be provided by production or an allowance paid. Working day is from pickup time at specified point till return to specified point, unless called or travelling directly to a location within 40km. Parking/security must be provided at specified collection point until return. ^
- 1.7 **Wrap:** means the end of a shooting session when technical wrap is called, release from set or return to collection point. (whichever is latest) ^ ; ^^
- 1.8 **Standby/Hold Day:** Attracts 50% of Day Rate if not released by 20h00 the night prior. Within 24hrs of the shoot, confirm/release needs to happen within 1hr of another booking confirmation (during office hrs 08:30 to 18:00).
- 1.9 **Usage Tables:** refers to the OSCA Packages and current Usage tables.

^ Set/Location deemed based within 40km radius of CPT Station or production offices in all other provinces. Travel beyond 40km from CPT station/ prod office attracts a Travel Time fee.

^^ Artistes released at a time/location when public transport is not available will be transported to the nearest public transport; or home; or provided suitable overnight accommodation; or Paid until public transport is available.

2. ARTISTE CATEGORY DEFINITIONS

2.1 Category 2: Featured Extra (FE) Non-Professional Character

Cast in a featured role in the story or established as a role on the day. (except in groups of 6 or more) If recognizable (not screen time dependant) in the role in which cast or established, usage applies. Non-professional may attract a lesser day rate except where a package applies.

2.2 Category 3: Walk-On (WO) – (WO's DO NOT GET RENEWALS)

Cast member who does not play or have specific role in the story who is, or likely to be recognized on screen in final edit. Attends castings/wardrobe

2.2.1 **Walk-on Flat fee Artiste** **Must be booked prior to shoot.**

2.2.2 **Walk-on plus Usage of 100% of Day Fee Artiste can be booked prior to shoot or used as upgrade of a BA who is not deemed an FE.** Usage applies if recognizable individually or in a group of 5 or less.

Walk-On (Flat Fee or Plus usage) may be upgraded to a FE if established as a role on the day, plays a role, interacts with a lead/product or replaces a character on the casting brief.

2.3 **Category 4: Background Artistes/ "Extra" (BA).** Appears in picture. No individual characterization/ dialogue. Sets the atmosphere of the scene; including group (6 or more) &/or individual directed movement and reactions. Attracts Supplementary payments. May be upgraded to Walk-On Plus Usage or Featured Extra as per definition. If upgrade, unless specified, the day rate increases to equivalent FE or WO role on set.

2.4 **Category 5: Children.** Up to (under) 15yrs as per Sectoral Determination 10. Children over 2yrs get usage as per usage tables. **Children do not do overtime.** Babies below 2yrs get 50% of Std usage up to R10,000 for worldwide usage, if playing a "lead"/"dual lead" role. Babies do not automatically get renewals unless negotiated with client. Standby babies can be negotiated at lower rates & attract full rate if called to set.

2.5 **Category 6: Doubles/Stand-in.** Doubles a cast member on camera or Stand-in for rehearsing, lighting etc.

3. PERFORMANCES & SERVICES RENDERED BY ARTISTE

3.1 Artistes called to perform in one Category. If Artiste performs another capacity, then prior to commencement or upon review of final edit, upgrade of status &/or fees will be confirmed.

3.2 Supplementary Performances/Services attract a fee including: those not listed/those considered to be beyond group work; Special Skills; Special Clothing; * Wetted by natural/artificial rain; ** Provision of Car/Driving; *** Firearms; Horse Riding; Haircuts; SFX & Make-up. Fee applicable. If not alerted/agreed before shoot, the fee will be charged.

* Agents must be given notice at the time of bookings. ** Petrol consumption must be paid. *** Under supervision by a qualified person.

3.3 Demanding work/Change of physical appearance to be alerted to Agents /Artistes in advance If not the Artiste has right of refusal & will be paid their agreed fee in full.

4. WORK HOURS

4.1 Overtime

- 4.1.1 An artiste is briefed by the Agencies to expect to work up to 3hrs overtime.
- 4.1.2 Overtime is 10% of day rate per hr or part thereof. 15min after wrap is free to complete a "take" or "set up". **BA's receive 20%** from the 15th hr onwards. 2nd Day payable after 18hrs.

4.2 **STD Day:** 11 consecutive hrs. Agents to be notified by 12h00 the day prior to shoot if call time is before 06h00 for which a fee applies.

4.3 **STD Night (BA/WO Only):** Shoot continuing past 24:00hrs. Night length as per STD Day. Agents to be notified prior to shoot if night shoot or extended day.

4.4 **Time Out/Split Shift** unless agreed the day prior to shoot, attracts overtime from 1st call to last wrap. No Half Day rate applies to TV Commercials.

4.5 **Weather Day** treated as a call. If artiste is on set/Std cancellation terms apply.

5. PAYMENT

5.1 It is recommended that Producers include session fees within the budget to assist in the payment of performance fees within the specified payment terms of 30 days of invoices received from Agents.

5.2 It is unlawful to withhold payment for an artiste.

5.3 Ensure Dual Taxation documentation is supplied by the client as attachment to contract and that client understands that without they are not permitted to deduct foreign tax.

6. CANCELLATION/POSTPONEMENT (Not apply where contracted)

6.1 Cancellation of calls by 15h00 on the day prior to the call attracting no cancellation fee, for less than 20 Artistes. 20 or more Artistes attract a 50% cancellation fee after 10h00 on the day prior to the call. These terms are pro-rate number of days booked, i.e. 2 day booking conditions apply 24hrs earlier.

6.2 Where cancellation is made after 15:00 on the day prior to the call, cancellation of artistes will be 100% for WO and 70% for BA. This will apply whether or not the Artiste is required to attend the call. FE cancellation as per IPA.

6.3 Cancellation after 20:00 on the day prior to the call is payable at 100% for BA.

6.4 **Wardrobe/Cancellation:** Artiste cancelled having been confirmed & wardrobe, receive a fee

7. MEALS

7.1 Meal break forms part of working day if the Call Time is earlier than 07h30 on STD Day or later than 18h00 on STD Night. Std Day/Night includes 1/2hr meal break. 2nd Meal no later than 6hrs from call time or completion of 1st meal break.

7.2 If call time is earlier than 07:30 on STD Day breakfast must be supplied or 2nd meal provided if called before 18h00 on STD Night.

7.2 Craft to be available where breakfast not available within 1hr of call. Unless negotiated prior; catering & refreshments will be equivalent to that of crew. Packaged meals/specific arrangements pre-approved by artistes' agency/s may be provided for >50 artistes.

8. **INSURANCE:** The Artists must be covered by insurance by Client or Production House whilst on set &/or from/to collection point.

9. SPECIAL NOTES

9.1 Confirming a booking with an Agent is acknowledgement of acceptance of that Agencies Terms & Conditions where they may deviate from the guidelines herein.

9.2 Timesheets must be presented for signature by the Artiste at call & at wrap. If an artiste is signed in but not out, a valid reason must be given or the agency notified if they suspect the artiste left set. If no valid reason or notification is given, the artiste will be invoiced for.

9.3 Artistes arriving on set in a healthy condition & subsequently released for medical reasons, must be paid their day rate in full.

9.4 Artistes whose clothing/props/belongings are soiled/damaged during the engagement (other than through the fault of the Artiste) shall be compensated.

9.5 Production to ensure returns procedures for wardrobe/props are in place.

9.6 Discrepancy on usage: A review board shall be nominated consisting of 3 members from, OSCASA/CPA/ACA/NAMA or PMA. If escalated to this board, their decision must be accepted as final. Usage to be calculated on STD rates, not premium/package rates.

9.7 Contracts must be completed in full by the client prior to shoot & signed before delivery to the Talent Agency. Flight dates must be present on all contracts. Contracts cannot be signed by production house refer to IPA Terms and Conditions.

9.8 Bookings & Casting Briefs are to include full details of the client, details of the payee responsible for day rate & person responsible for payment of usage.

9.9 Association will facilitate through their Constitution disputes on repeat offences by its members submitted to them from OSCA SA in writing.

9.10 A copy of the finished product must be sent to the Agent within **45 days** or as soon as edit copy is completed.