

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:** Walk-Ons & Featured extras, Doubles & Stand-Ins included in fee, not exceeding 2 hrs. 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 Fee** applicable if not confirmed. Background Artistes receive a Callback 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. For all other provinces a central point to be negotiated.

^{^^} 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 DEFINITIONS

2.1 Featured Extra (FE)

Cast in a featured role in the story or established as a role on the day. If recognizable (not screen time dependant) in the role in which cast or established, usage & renewals apply. Background Artistes or WO may be upgraded on the day and will be determined by the role played in the story and/or repeated exposure.

2.2 Walk-On (WO)

Can be cast or can be a background artiste upgraded on the day. Walk-On appears in a group of 6 or more and may be recognizable. If they are recognizable in a group of 6 or more, 30% usage becomes applicable. Can attend castings/wardrobe. Recognisable in a group of 6 or more. If they are in a group of 5 or less they are deemed a Featured Extra. Package deals may be briefed and cast for walk-ons. Refer to **Walk-On Summary**

2.3 **Background Artiste/s "Extra" (BA).** No individual characterization or dialogue. Sets the atmosphere of the scene. They are non-Featured and do not attend castings. Attracts Supplementary payments. May be upgraded to Walk-On Plus Usage or Featured Extra as per definition. If upgraded, unless specified, the day rate increases to equivalent FE or WO role on set.

2.4 **Children.** Up to (under) 15yrs as per Sectoral Determination 10. **Parents cannot give consent for overtime. Children do not do overtime.**

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

3. PERFORMANCES & SERVICES RENDERED BY ARTISTE

- 3.1 If Artiste performs in another capacity other than what they were cast or booked as, 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. Overtime rates apply.

4.1.2 Overtime is 10% of day rate per hr or part thereof from 12th – 14th hr. BA's receive 20% from the 15th to 17th hr. 2nd Day payable from 18th hour. From the 19th hour O/T continues at 20% of day rate. 15 min after wrap is free to complete a "take" or "set up".

4.1.3 Reasonable provision must be made to expedite the signing off of artistes. Overtime as per 4.1.2 is payable where signing off **exceeds 30 minutes.**

4.2 **STD Day:** 11 consecutive hrs. Agents to be notified by 15h00 the day prior to shoot if call time is before 06h00 for which an early call fee applies.

4.3 **STD Night (BA/WO Only):** Shoot continuing past 24h00. Night length as per STD Day (11hrs). Agents to be notified at time of briefing if night shoot or extended day.

4.4 **Time Out/Split Day** attracts overtime from 1st call to last wrap. Attracts overtime is longer than 11hrs. **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.

4.6 **Rehearsal:** Featured Extras & WO attract 50% of day rate for duration for a max of 5 hours, after which overtime is applicable for a max of 2 hours. Full day rate is applicable thereafter. Background Artistes receive 100% of day rate.

5. PAYMENT

5.1 Payment should be within the specified payment terms of 30 days of invoices received from OSCASA members. Nothing prevents a producer from making such payments at the end of a call.

5.2 It is unlawful to withhold payment for an artiste.

5.3 Artistes will be taxed after the deduction of agency fees.

5.4 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.

5.5 An authorized and signed Artiste Release or IPA giving the applicable rate of pay shall be issued to the Agent, 48 hours prior to call time.

5.6 Artistes must sign timesheets at call and wrap time. Artistes may not sign timesheets prior to wrap time. Timesheets must be forwarded to Agents. If timesheets are not presented, bookings and times will be verified with the Artiste. It is recommended that timesheets are kept for wardrobe calls.

6. CANCELLATION/POSTPONEMENT (Not applicable where contracted)

6.1 BA cancellations made by 15h00 on the day prior to the day/night call attracts no cancellation fee. Cancellation after 15h00 attracts a 70% cancellation fee unless booked on another day. If the Artiste is not available on another day, 70% cancellation fee will apply. Featured Artistes and W/O as per IPA terms and conditions. Cancellation after 18:00 on the day prior to call is payable at 100% for all artistes. These terms are pro-rata number of days booked, i.e. 2 day booking conditions apply 24hrs earlier.

6.2 **Night Shoot Cancellation for BA:** Cancellations 48hrs prior to calltime attracts no cancellation fee. Cancellations 24 hrs or less prior to calltime attracts 70% cancellation fee. 4 hours or less prior to calltime 100% applies.

6.3 Changes made to groups of 10 or more BA Artistes before 18h00 attract an admin fee of 5% of the total of the original value of booking. Changes after 18h00 will attract an admin fee of 20% of the original value of the booking.

6.4 **Wardrobe Cancellation:** Artistes cancelled having been confirmed & wardrobe, receive a wardrobe 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. **TRAVEL:** If the shoot times or the location are outside of normal public transport times/areas production would need to provide transport (as in the case of Studios) for artistes without their own transport and/or where wrap is outside of these times/areas arrange transport home.

10. **SECURITY:** secure lock-up facilities must be provided for Artists possessions

11. SPECIAL NOTES

- 11.1 Confirming a booking with an Agent must be done in writing by electronic means. It is acknowledged and accepted, without the requirement of a written contract, that by contracting the agency to supply artistes for a production, you are accepting the Terms & Conditions of that agency. You should request a copy of such Terms & Conditions should you require it. Where an agency is a member of OSCASA, the same shall apply in respect of the Guidelines.
- 11.2 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.
- 11.3 Artistes arriving on set in a healthy condition & subsequently released for medical reasons, must be paid their day rate in full.
- 11.4 Artistes whose clothing/props/belongings are soiled/damaged during the engagement (other than through the fault of the Artiste) shall be compensated. Agents must be notified at the time of briefing stage of any activities likely to cause soiling or damage to clothing. A fee will be levied for replacement, damage or cleaning.
- 11.5 Production to ensure returns procedures for wardrobe/props are in place.
- 11.6 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.
- 11.7 Contracts must be completed in full by the client prior to shoot & signed before delivery to the Agency. Flight dates must be present on all contracts. Contracts cannot be signed by production house refer to IPA Terms and Conditions, Clause 13. Contracts of any nature (IPA, Artiste Release Forms, Image Releases) of any nature may not be presented to Talent on set, unless by prior agreement with the Agent.
- 11.8 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.
- 11.9 Association will facilitate through their Constitution disputes on repeat offences by its members submitted to them from OSCASA in writing.
- 11.10 A copy of the finished product must be sent to the Agent within **45 days** or as soon as edit copy is completed.
- 11.11 Working conditions for Artistes on location should not be less favorable than those provided for other members of shooting units, given the nature of Artiste's work and the number of Artistes on certain Calls.
- 11.12 Where filming takes place at an actuality event or the like, or where an actuality event has been set up specifically for the purposes of the production, persons of the general public may be photographed and recorded by the Producer. This is subject to an appropriate number of Artistes being engaged to perform in proximity to the cast members and that it is stipulated that there shall not be any substantial creative direction of the public.
- 11.14 Production shall be responsible for PAYE & issuing of IRP5s. Should an agency agree to handle the PAYE on behalf of production, an admin fee will be negotiated.
- 11.15 The Producers recognize their duty to ensure, so far as is reasonably practical, that the health, safety and welfare at work of all Artistes engaged under the terms of recognised Agreements in accordance with the relevant statutory requirements, including Insurance, the Management of Health and Safety at Work regulations, the Health and Safety at Work Act and approved Codes of Practice and Guidance.
- 11.16 It shall be the duty of all Artistes engaged under the terms of this Agreement to take reasonable care while at work for the health and safety of themselves and of other persons who may be affected by their acts or omissions at work and to co-operate as far as is necessary to ensure that the Producer by whom they are engaged is enabled to comply with the Producer's duties and obligations in relation to health and safety at work under law and the terms of this clause.