

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 40min meal break within 6hrs of call time.
- 1.2 **Wardrobe Call:** Background Artistes receive a wardrobe fee. (BM/Background Artistes shall provide modern dress and footwear as they may possess in their private capacity only).
- 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 Artistes receive a Call Back fee.
- 1.4 **Child Minder/s:** Production must provide a qualified person/s knowledgeable on Children in the Performing Arts Laws. Sole function is to supervise Children under 15yrs's. Ratio of 1:10 .
- 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 **Rehearsal Fee:** Attracts 60% of their day rate for duration of a max 6hrs including 40 min break, where after a full day rate will apply.
- 1.10 **Artistes Salary Voucher (Chit):** Document issued to the Artiste by production on a Call for one work period under this Agreement for the purposes of calculating and issuing receipts for payments/upgrades/overtime/return of wardrobe etc. (Used where Sign-in/out sheet not present)
- 1.11 **Casting Session:** a period of time required by a casting director to execute a casting brief. Background Artistes/Featured Extras **do not attend castings** unless receiving a fee. BM role below the guideline rate attracts a casting fee.

[^] Set/Location deemed based within 40km radius of CPT Station. For all other provinces, 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 CATEGORY DEFINITIONS

- 2.1 **Featured Extra (FE) OCA** cast member who does not have a specific role, likely to be recognized on screen, but does not play a role in the story. May be required to attend castings/wardrobe & to exercise their professional skills in relation to a cast actor/actress including close-up to camera. Continuity may constitute Featured Extra. Must be indicated on chit on the day by production.
- 2.2 **Bit-part/Minor-role Artiste (Walk-on) (BM) OCA** cast in a featured/minor role in the story including or excluding dialogue. BM is required to exercise a particular skill on camera.
- 2.3 **Background Artistes/ "Extra" (BA).** Appears in picture. **Recognisable** with no individual characterization/ dialogue. Sets the atmosphere of the scene; including group &/or individual directed movement and reactions. Attracts Supplementary payments. May be upgraded to a Featured Extra, Bit Part or Minor Role. If upgrade the day rate increases to equivalent role on set.
- 2.4 **Children.** Up to (under) 15yrs as per Sectoral Determination 10. **Children do not do overtime unless specifically authorized by the Department of Labour.** Attract full rate if called to set.
- 2.5 **Doubles OCA** properly qualified to Double cast on camera in scenes or stills, dependent on following definitions: Double: close physical resemblance to cast required./Stills Double/ Nude Body Double: nudity & close physical resemblance required. Note requirements **Nudity Appendix C** refer www.oscasa.com
- 2.6 **Stand-In OCA** properly qualified to stand-in for cast members during "plotting", "rehearsing", "lighting", etc. If used as a double a further fee is applicable. Once off Stand-in invoiced in same way as talent unless agreed prior.

3. PERFORMANCES & SERVICES RENDERED BY ARTISTE

- 3.1 Artistes called to perform in one Category. If Artiste performs another capacity, then upgrade of status and day fee will apply.
- 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.

SUPPLEMENTARY/SERVICE FEES BACKGROUND ARTISTES/ BIT-PART/MINOR-ROLES/ FEATURED EXTRAS

**** Fees do not apply if the person was booked in that capacity.**

- 3.2.1 **Services/Performances** not listed & which an Artiste considers to be beyond basic group work shall be discussed with the Producer & OSCA SA representative & /or Agency & a fee negotiated before the scene is shot. Note these are not of stunt caliber.
- 3.2.2 **Special Skills:** Each call an Artiste is required to perform special skill(s), a fee is payable. Skills include those of a non-hazardous nature, i.e. swimming (immersed/swim in water), skating, fencing, driving, boxing & non-choreographed/choreographed dancing or basic ballroom dancing with ltd choreography. **
- 3.2.3 **Special Clothing/2nd Dress/Suit:** Complete change clothing of a type that the Artiste would normally own but that is substantially different in style and/or purpose from the clothing the Artiste has been called to wear (e.g. the Artiste may be asked to bring a suit). Items must be approved & used on the day. **
- 3.2.4 **Inclement Weather:** Artiste working in EXT sequences being substantially wetted by natural/artificial rain. On exterior locations or where artificial wetting is planned the production company will ensure that facilities for changing will be provided. Agents must be given notice at the time of bookings. **
- 3.2.5 **Provision of Car/Driving:** Artiste properly qualified & licensed is required to provide their own car for filming purposes. No additional payments are due to the Artiste for transporting the car to the studio or location within 40km of Cape Town Station, * production Office in all other provinces. Petrol consumption during filming must be paid. Code 8, Code 14, Code 10 vehicle or motorcycle in shot applies. **
- 3.2.6 **Firearms:** Artiste suitably qualified required to handle/fire a weapon discharging blank ammunition under supervision by a qualified person. **
- 3.2.7 **Horse Riding:** Artiste required to ride/control a horse/domesticated animal. **
- 3.2.8 **Hair Cuts:** Artiste required having a haircut, which significantly alters their appearance. Such requirements must be made known prior to call. If 5cm or more is to be taken off the artiste's agent must be informed immediately. **
- 3.2.8 **Make-up:** Where an Artiste is required to have extensive SFX make-up i.e. Bullet wounds, Blood, etc. **
- 3.2.9 **Stills:** An Artiste is photographed in a group of four or less for still photographs to be used in the production or for publicity purposes where the Artiste is specifically asked to pose for the photograph by the Producer or his/her nominated representative.
- 3.2.10 **Minimal Dialogue:** An Artiste (Featured Extra Feature Films/TV) is required, without being featured as an identifiable character, to speak up to ten words of incidental dialogue in any one shot. Feature Film/TV only.
- 3.2.11 **Dialogue:** (BM-role Film/TV) When in cases of unforeseen circumstances arising during the shooting day or night an Artiste is directed to deliver in solo performance, individual scripted dialogue of ten or more words to a cast member or in close-up to the camera. Feature Film/TV only.
- 3.2.12 **Creative Reactions:** Upgrade to BM-role Feature Films/TV) An Artiste receives creative direction as an individual or in a group of not more than four Artistes to react in a specific way either to a cast member or in close-up to camera.
- 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 **2hrs** overtime. Where there is further expected overtime, agencies must be informed by midday the day before shoot day.
 - 4.1.2 Overtime is **15%** of day rate per hr or part thereof from 13th to 14th hr. **20%** from the 15th to 16th hr, 2 x day rate payable from 17th hr. From 18th hr O/T continues at 20% of day rate. 15min 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 30min**, dependent on the Artiste presenting her/his salary voucher with reasonable speed/or being presented with the sign in/out sheet.
- 4.2 **STD Day:** 12 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:** Shoot continuing past 24:00hrs. Day length as per Std Day. Night shoot rate applies. Agents to be notified prior to shoot if night shoot or extended day.
- 4.4 **Time Out/Split Shift/Half Day** unless agreed the day prior to shoot, attracts overtime from 1st call to last wrap. No Half Day rate applies.
- 4.5 **Weather Day** treated as a call. If artiste is on set/Std cancellation terms apply.
- 5. PAYMENT**
- 5.1 Payment should be within the specified payment terms of **30 days** of invoices received from OSCA members. (Except Multiple Period Vouchers) Nothing in this Agreement prevents a Producer from making such payments at the end of a call. Stand-ins to be paid weekly.
- 5.2 It is unlawful to withhold payment for an Artiste.
- 5.3 Artistes will be taxed on daily tax tables after the deduction of Agency Fees.
- 5.4 An authorized and signed Chit giving the applicable rate of pay shall be issued to the Artiste at the end of the shoot day.
- 5.4.1 Chit must be issued after return of wardrobe and props to the appropriate department.
- 5.4.2 The Artist must sign the Chit (all 4 copies to have signature)
- 5.4.4 Production shall be responsible for the provision of the Chit for the production and must ensure that production representatives are knowledgeable of the system. If no such provision is made, the agency shall be entitled to charge for an artiste they have confirmed to production by correspondence.
- 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, 70% cancellation fee will apply. FE, W/O & Bit Part 100%. 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%. Changes after 18h00 will attract an admin fee of 20%.
- 6.4 **Wardrobe Cancellation:** Artiste cancelled having been confirmed & wardrobe, receive a wardrobe fee.
- 7. MEALS**
- 7.1 Breakfast must be provided for calls earlier than 07h30 on Std Day. Std Day/Night includes 40min meal break. 2nd Meal no later than 6hrs from call time or completion of 1st meal break. Prior agreement may be reached to reduce meal intervals to 30min and/or eliminate intervals for workers who work less than 4hrs.
- 7.2 If call time is earlier than 18h00 on a Night Shoot a meal must be supplied and 2nd meal no later than 6 hours from call time or completion of 1st meal break.
- 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.
- 7.3 **Running Meal:** Is charged at 1 hour overtime.
- 7.4 Children as per Sectoral Determination 10, must have a separate meal area.
- 7.5 Craft shall be made available at appropriate intervals during the morning and afternoon and night periods of work to be consumed without any cessation or interruption of production requirements.
- 7.6 If the Artiste is engaged on a call that commences before 06:00 the Artiste shall be provided with craft upon their arrival.
- 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 Chits/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/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: A review board shall be nominated consisting of 3 members from, OSCASA/Producers and associate body. If escalated to this board, their decision must be accepted as final.
- 11.7 The contract forms part of the Chit which must presented to the Agency for approval prior to artist confirmations. No alteration to contracts without consent.
- 11.8 Bookings & Casting Briefs are to include full details of the client, details of the payee responsible.
- 11.9 Association will facilitate through their Constitution disputes on repeat offences by its members submitted to them from OSCA SA in writing. Repeat offences shall be reported to the relevant association & film commission.
- 11.10 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.
- 11.11 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.
- 11.12 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.
- 11.13 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.
- 11.14 The Producers recognize their duty to ensure, so far as is reasonably practical, that the health, safety and welfare at work of all Artiste engaged under the terms of this Agreement 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.
- 11.15 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.

OSCASA