



## **SECTION 1:**

### **Constitution**

#### **1. Introduction**

i. The Official South African Casting Association of South Africa (OSCASA) was established 1<sup>st</sup> September 2004

ii. Mission Statement

*"OSCASA exists to uphold the highest standards of practice and conduct in the representation and provision of supporting artistes as prescribed by legislation, on camera artistes categories and OSCASA's members. OSCASA will represent the interests of its members, and those of the supporting artistes they represent, to the business community and the general public."*

#### **2. Objectives**

- i. To represent, promote and defend the common interests of members to the media production industry, government bodies and the broadcast and print media to the highest ethical and professional standards.
- ii. To ensure that members are fully compliant with OSCASA codes of practice and relevant legislation by way of prescribed standards of membership of the Association such that those employing the services of, or having dealings with members, shall have such assurance and safeguard of professional competency, honourable dealing and financial security as to encourage them to deal preferentially with members.
- iii. To gather and distribute information to assist members in being fully compliant with legislation.
- iv. To liaise with producers and/or any such nominated representatives to ensure that members are fully aware of agreed rates of pay for artiste's work.
- v. To ensure that members are informed of issues occurring within the wider film industry which may affect them or the artistes they represent.
- vi. To uphold standards of representation for supporting artistes.
- vii. Protect the industry from unfair competition by persons or organizations whose businesses cannot be legally classified within the Industry.

#### **3. Membership**

- i. Membership of OSCASA is available to companies or individuals who offer representation services to supporting artistes and facilitate the provision of said artiste's services to producers and advertising agencies.
- ii. Membership is dependent on an initial signed agreement and continued adherence to the OSCASA Code of Conduct.
- iii. Where an applicant Agent/s has substantial affiliations or shared interests with another member Agent/s, the Executive Committee may rule whether an applicant is or is not entitled to join as an independent member Agent, provided only that such rejection is endorsed by a two-thirds majority of the members of the Executive Committee.
  - a. The reasons for the rejection of membership may only be disclosed at the discretion of the Executive Committee.
  - b. In the event that membership is denied, applicants may reapply at the next Annual General Meeting.
- iv. At the discretion of the Executive Committee applying Agents may be asked to disclose other information to prove they meet the requirements for membership. Any information may be confidentially disclosed to an agreed independent third party for verification.
- v. Membership of OSCASA will be revoked if members are proven to the satisfaction of the Executive Committee to have broken the terms of the OSCASA Code of Conduct.
- vi. Members may voluntarily cancel membership through the provision of three months notice given in writing to the Executive Committee.

#### **4. Finance**

- i. OSCASA shall be financed solely by member contributions and unconditional donations.
- ii. The source of any donations may remain anonymous at the discretion of the donor and the Executive Committee.
- iii. Annual membership subscriptions will be levied. Amounts to be decided by the Executive Committee.
- iv. OSCASA funds shall be administered through an OSCASA bank account.
- v. The Secretary will manage the association's accounts.
- vi. All expenditure will be authorised by the Secretary and the Chairperson.
- vii. The Secretary will publish accounts to the general meeting at his or her discretion, at least once per year.
- viii. No expense claims will be accepted from any member, including the Chair and Executive Committee, unless the Executive Committee agrees the expenses.
- ix. The Chair may appoint a Chartered Accountant to prepare and/or manage the association accounts.

#### **5. Meetings and Voting**

- i. OSCASA general meetings shall be called at the discretion of the Executive Committee.
- ii. An Annual General Meeting shall occur at least once per annum.
- iii. Any vote at the general meeting will be considered carried if receiving support from at least 30% (thirty percent) of the total OSCASA members.
- iv. Members not present will have the right to a proxy or postal vote on any matters not carried by 30% (thirty percent) of all members.
- v. The chairperson must receive postal votes no later than 5 (five) days after distribution of the minutes of the general meeting.
- vi. In the event of equality, abstaining members will be offered the chance to change their vote. Should this still result in equality The Chairperson and 2 Executive Committee members shall each have a second, or casting vote
- vii. The Executive Committee may meet at their discretion independently of the general meeting.

#### **6. Executive Committee**

- i. The Chairperson and the Executive Committee shall direct OSCASA 's affairs.
- ii. One Chairperson and two Executive Committee members, one of whom will be Vice-Chairperson, shall be elected at a general meeting, such that:
  - a. Members wishing to stand for a position must be proposed by at least one other member agent.
  - b. No member agent may nominate him/her self, or any of his/her employees.
  - c. Each member agent shall have 1 (one) vote.
  - d. The normal voting rules above will apply.
- iii. The Chairperson and the Executive Committee will serve for a 12 (twelve) month period.
- iv. The Chairperson will perform day to day management functions of OSCASA. This will include:
  - a. Corresponding with individuals who wish more information on OSCASA
  - b. Investigating allegations of members breaching the Code of Conduct
  - c. Establish and maintain relationships with other organisations.
  - d. Reporting regularly to the Executive Committee.
- v. The Executive Committee shall act as the Disciplinary Committee along with a qualified outside representative where required.
- vi. The Executive Committee will monitor the operations of the Chair, and must be called upon by the Chair to:
  - a. Endorse any communications with the media or general public.
  - b. Agree meeting agendas.
  - c. Agree any disciplinary actions taken against any member agent.
- vii. The Chair may delegate any of her or her roles to a member of the executive committee.
- viii. Disagreement between the Chair and Executive Committee shall be settled on a simple majority vote. The Chair must submit the casting vote if there is no clear majority (one member abstains).
- ix. After this period they may continue to serve until the next General Meeting at which elections to the posts must be held.
- x. The Chair and Executive Committee members may resign their post, pursuant to the Secretary or remaining members arranging a General Meeting to replace them.

- xi. The Chair or Executive Committee may be dismissed on a "vote of no confidence" proposed by at least 40%(forty percent) of all member agents being carried by a general meeting.

## **7. Publicity**

- i. Minutes of all General Meetings shall be distributed to all members by the Secretary as soon as is possible after the meeting has taken place.
- ii. At the end of his/her tenure the Chairperson will submit a report on ongoing issues to all members.
- iii. The Chairperson shall be responsible for publicising OSCASA decisions, policy and actions to appropriate bodies and to the media at his or her discretion.
- iv. The Executive Committee should agree any press releases or public announcements wherever possible.

## **8. Regional Committees and Sub-Committees**

- i. The Executive Committee may arrange Regional or Sub-Committees to report to the General Meeting on specific issues.
- ii. Any member may propose a Regional or Sub-Committee.
- iii. Regional or Sub-Committees may not vote upon issues or make statements to the media or other bodies independently of the General Meeting, unless explicitly authorised by the General Meeting to do so.

## **9. Secretary**

- i. The Executive Committee shall appoint the Secretary who shall be responsible to it for the administration of the Association and minutes of meetings.

## **10. Revision of the Constitution**

- i. This constitution may be amended if 75% (seventy five percent) of the members of OSCASA vote in favour of amendments.

## **11. DISSOLUTION OF ASSOCIATION**

- i. The Association may be dissolved by a special resolution passed at an Annual General Meeting or Urgent Meeting. The special resolution shall be passed by not less than three quarters of all members present and voting at such meeting.

## **SECTION 2:**

### **Code of Conduct**

The Official South African Casting Association of South Africa (OSCASA) has formulated to assist in promoting South Africa as a film friendly destination through commitment to a professional Code of Conduct in their relationship with suppliers, artistes, contractors and clients.

#### **Members of the OSCASA undertake to:**

1. Membership of the Official South African Casting Association of South Africa (OSCASA) is dependent on the acceptance of the Code of Conduct
2. Any agency will be entitled to join OSCASA providing they supply walk-on and supporting artistes, stand-ins or doubles within the entertainment sector and meet the guidelines detailed in this Code and the Constitution.
3. A member agent agrees to be covered by the terms of the disciplinary procedures set out in the Code. Such disciplinary procedures to be agreed by the Members.
4. The members shall at all times adhere to regulations governing the industry and its associated regulations and any subsequent variations as agreed with representative organizations.
5. The members should at all times be conscientious with regard for the welfare of the artistes he/she represents whilst they are working.
6. Members must provide full details of the full address of his main business premises and any other premises he may use to conduct his business. PO Box details alone are not acceptable.
7. The members' terms of business including current commission rates shall be stated in writing and agreed with the artiste at the commencement of representation.
8. Members should ensure against discrimination in the provision of work-finding services to artistes and that equal access to employment opportunities should be encouraged for all, regardless of gender, age, disability, sexual orientation, race or union membership. The agents should encourage their clients to adopt similar standards when considering his artistes.
9. If charges are to be made by members to the artistes, they must be informed in writing about any fee-based services. The document will also stipulate the amount of those charges, and the period of time this fee applies.
10. Any charges an artiste agrees to be deducted by an agent from his/her account should only be charged from earnings for work, which the agent finds. OSCASA believes agents should never compel the payment of more than R150 which includes charges for the inclusion of the artiste in an agent's book. Artistes should similarly not be compelled to use the agents' photographic or similar services.
11. The letter and spirit of all CPA, NAMA, IPA and Guidelines in all areas of the entertainment industry shall be maintained and upheld at all times by all OSCASA members and any other agency with which they may in any way be associated, where those agreements apply. Members should immediately notify the administrators of the Code of any breach of the Agreements by another member.
12. Members must apply the casting requirements within the CPA, NAMA and IPA Agreements.
13. The members should not seek to inhibit artistes from registering with other agents. However, Agents will resist from attempting to recruit Artistes while they are working for another Agency. Disputes between agents arising shall revert to the executive committee for final decision.

14. Members must forward any monies to the artiste as soon as possible or no later than 10 days of receipt by the agent, unless the artiste has agreed in writing that the money be paid at a later date, but in all cases this should be no later than one month from receipt by the agent.
15. Members should ensure that his/her artistes are paid at least the National Minimum Wage.
16. Members must have a separate client account (a letter from bank manager is proof of client account) and proof must be provided on application to join OSCASA.
17. Members shall allow his/her artistes, at all times, the right to verify and authenticate any statement of their account.
18. Members shall not attend castings in an attempt to influence the outcome, unless specifically and requested to attend. 19. Members shall treat the affairs and conduct of OSCASA as being private confidential.
19. Members acknowledge that friends, relatives of an artiste of said members agency , recruited on a set will automatically be represented by said agency.

### **Code of Conduct OSCASA Members Production**

**Members of the OSCASA & those employed under the agreement between the CPA and OSCASA undertake to:**

1. To observe and comply with all of the provisions of the Agreement between the CPA and the content of the IPA to act in the best interests of the servicing of productions.
2. To carry out and perform to the best of their ability all reasonable requests and instructions which they may from time to time receive from the Producers and shall promote the interests of the CPA through delivery of the highest quality of service to their clients.
3. To neither individually nor collectively divulge any information concerning the business of the Producers or any other parties to this agreement, which may come into their knowledge.
4. To recognize the CPA, IPO and ACA as the exclusive representatives of advertising , commercial , feature film and television film producers , studio owners and others in South Africa.
5. To recognize the International Performers Agreement (IPA), its content and the supporting usage tables as agreed by the National Association of Modeling Agencies (NAMA), OSCASA and the CPA.
6. To adhere to the content of the Sectorial Determination for Children in the Performing Arts and amendments as published on 16 August 2004.
7. Adhere to standard business practices and at all times conduct business professionally and ethically and fulfill all agreements in good faith;
8. Maintain full and proper insurance cover;
9. Refrain from criticizing or denigrating members active in the industry in such manner as to bring the Industry ,CPA or OSCA into disrepute;
10. Encourage cooperation amongst members and other industry professionals;
11. Comply with all applicable laws, copyrights, legislation and regulations in South Africa;
12. Ensure that all Casting Agencies and their employees are familiar with this code.
13. No member shall solicit confirmed Talent or undercut another OSCASA member where a contract to supply

has already been awarded.

**Code of Conduct OSCASA Members Artistes**  
**Artistes on the books of Members of the OSCA SA are bound by and undertake to:**

1. The Artiste shall comply with the rules and regulations in force, or notices displayed at studios or other places of work.
2. The Artiste may only accept a call providing they are free to work for the full period of the assignment as notified and on a strictly voluntary basis any unforeseeable overtime up till sixteen ( 16) hours.
3. On all assignments Artistes are required to report punctually to the Assistant Director of the production unit concerned at the time and place specified. Identification must be carried and produced when asked for.
4. An Artiste who is  
unable to attend, or who is delayed in attending a call, must notify their agent and the production unit at the earliest opportunity. In the case of illness a medical certificate may be requested.
5. Artistes who are asked to appear in a prominent position in a scene but are not available for work beyond the day of call must advise the Assistant Director that they are not available for continuity if so required.
6. Artistes must carry out all reasonable instructions given by the Director or Assistant Directors on the productions to which they are assigned, and must, unless instructed to the contrary, remain on the set at all times during working sessions.
7. Artistes must not replace themselves on a call.
8. Artistes are issued with a three part salary voucher on which Name, Address and **ID** number must be completed in block capitals. On dismissal all parts of the voucher must be signed by the appropriate production official and then distributed to Agency, Artiste and Production Accountant. Artistes must not sign or handle another Artiste's voucher at any time.
9. Artistes are not permitted to visit studios, locations or places of audition for the purpose of seeking employment.
10. Artistes must not seek to obtain further engagements prior to being dismissed by the Assistant Director or obtaining approval to do so.
11. Artistes are obliged to perform the work for which they are engaged, unless some hazard not in the original instructions is involved.
12. Artistes are not permitted to take friends, relations or pets on a call unless arranged prior or the Artiste is under the age of fifteen (15) years.
13. Any Artiste who reports late at the designated place of work without adequate reason may forfeit the engagement without compensation at the discretion of the Producer. If the Producer decides to continue the engagement of the Artiste then proportionate deductions from the rate of pay may be made.
14. No Artiste shall leave the place of work designated for a Call without the prior consent of an authorized representative of the Producer.
15. No Artiste shall organize or attend meetings at a designated place of work for a Call other than meetings properly convened with the consent of the Producer.
16. No Artiste shall take part in or carry out any activity at a designated place of Call which is not directly related to the Artiste's engagement unless separately and separately authorized by the Producer.

**SECTION 3:**  
**OSCA-SA Terms & Conditions**

1. I confirm that I have the capacity within the Company to make application on behalf of the Company (hereinafter referred to as THE COMPANY).
2. I confirm that the Company agrees to be bound by the Articles of Association for as long as the Company remains a member of the Association.
3. I confirm that the Company is eligible for membership under the existing rules of the Association.
4. I understand that the Company may, at any time, withdraw from membership of OSCA SA by giving notice of one calendar month in writing.
5. I hereby confirm that the above information is true and correct and the Company applies for membership of OSCA SA.
6. I understand that OSCA SA membership fees are due for payment at the end of September each year.

THUS DONE and SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_,

the Constitution, Code Of Conduct & Term and Conditions having been duly adopted, ratified and confirmed at a general meeting of the Association held on the aforesaid date.

SIGNED:

SIGNED:

CHAIRMAN:

COMMITTEE MEMBER: