

OPERATIONAL GUIDELINES – TERMS AND CONDITIONS

National Association of Model Agencies – NAMA
South African Association of Still Producers – SAASP

2015 / 2016

Through self-regulation and organization, NAMA and SAASP are attempting to improve the management and operations of the Stills Production Industry.

1. MODEL RATES:

- 1.1. Model rates quoted by Agencies must be broken down to reflect:
 - i.) Model Rate.
 - ii.) 20% Booking Fee.
 - iii.) 14% VAT on Booking Fee.
 - iv.) Total Fee.
- 1.2. Agencies undertake to price Models according to the market.
- 1.3. SAASPS Members will give their Clients the choice to accept or reject the Models who work only on the higher rate. If Clients reject higher rate Models, NAMA members will not submit them in Packages or castings.
- 1.4. Editorial Rates should range from R3000 – R7000 + 20% + VAT.
- 1.5. The Photo-library minimum daily rate is R7500 + VAT (including Booking Fee)
- 1.6. Lingerie (but not swimwear) is Daily Catalogue Rate +10% of the Full Day rate
- 1.7. Half days are charged at 75% of the Full Day rate.
- 1.8. There are no half days on Photo-library rates for Adults.
- 1.9. For the current season's Children's rates, please refer to the Children's rate card.
- 1.10. NAMA member Agents will not accept rates that do not fall in line with the minimum guidelines suggested by NAMA.
- 1.11. SAASP members agree not to undercut Model fees.

2. BUY OUT / USAGE:

- 2.1. **Catalogue:** Catalogue fee includes one usage. If the material is used for further advertising i.e. Posters, POS etc. the usage fee is then calculated as *percentage based on the daily catalogue rate*.
- 2.2. **Editorial:** Non – commercial Editorial use only. Any additional Media is to be charged for i.e. Posters, POS etc.
- 2.3. **Photo - library:** Any and all usages are included in the fee. Multiple photographers on a library job will be charged at the full model library rate, per photographer. Video library is charged as a separate full day fee. No video is allowed to be taken, unless stipulated at time of casting.
- 2.4. **Advertising:** Please see attached guideline percentages – Addendum 1.
- 2.5. For all Advertising jobs an INTERNATIONAL STILLS AGREEMENT (ISA) must be completed and signed, first and foremost, by the Client, prior to commencement of job. Should an ISA not be signed by Client and delivered to the Agent for signature prior to commencement of the job, the Model has the prerogative to not arrive on set.
- 2.6. All usages are calculated against the full day rate of the Model.
- 2.7. Usage Period is for 1year unless otherwise stipulated.
- 2.8. Start of usage date to be disclosed on ISA. Should the date of first usage not be provided on ISA, the first usage date begins 60 days after the shoot date.
- 2.9. Usages must be calculated according to Industry guidelines – Addendum 1 e.g. Posters, POS, Leaflets, Billboards, Internet etc.
- 2.10. Exclusivity does not apply unless it is paid for in full. Refer to NAMA guidelines for exclusivity rate calculations.
- 2.11. Should any branded product become visible during a Product Library shoot, it is the responsibility of the Production Company to stop the shoot until usage is cleared. The Model must also in his/her capacities notify their Agent of such.

3. RENEWALS:

- 3.1. SAASP members must inform all Agents about possible renewals and additional usages.
- 3.2. SAASP members that are indicated as the Practitioners on the ISA are fully liable and responsible for illegal usage not subject to procuring payment from their Client.

- 3.3. Re-use of any material without prior and written consent from the NAMA member will not be tolerated. Please refer to the South African Performers Protection Act.

4. CASTINGS:

- 4.1. The Client will provide the SAASP member with a detailed brief pertaining to the Job, Product, Usage mediums, Usage territories, Usage period and Model requirements.
- 4.2. "Request Castings" will have a list of pre-selected Models at the casting. All models not on the list will not be eligible to cast. Foreign Models must supply proof of a work permit.
- 4.3. This system will be honoured unless the SAASP member wishes to have an open casting. In that case, "Open Casting" will be stipulated on the casting brief. Foreign Models must supply proof of a Work Permit.
- 4.4. Client / Practitioner and Product Company details must be disclosed on the Casting brief and contract.
- 4.5. Any requests for Model packages without a Product and Client listed will be done with no obligation by the Model Agency.
- 4.6. Agencies reserve the right to decline castings on behalf of their Performers.
- 4.7. Production Managers must allow Agents to propose both lower and higher rate Models (In a separate package) before the casting to their clients.

CASTINGS FOR CHILDREN:

- 4.8. No mass castings will be held for children. Children's castings are to be by request only. Open castings will be considered in the event of an emergency.
- 4.9. Production companies are to ensure that enough time has been set aside for the casting so that long waiting times for children do not occur.
- 4.10. Height requirements are to be stipulated on request casting briefs. The Agent must ensure that the child fits into the height category requested.
- 4.11. All children arriving at the casting before cut-off time will be seen by the Client. The Client is under no obligation to see those who arrive late.
- 4.12. Agents are to be notified of a casting at least 24 hours before hand. Same day castings will only be considered if the brief and list of requests is received by 10h00 and provided that the casting is held from 14h00 onwards. The Agent is under no obligation to work on a same day brief but will endeavour to assist in the case of an emergency.
- 4.13. Castings / Wardrobe Fittings are not to be held during school hours. Where possible, Casting / Wardrobe fittings must be held after 14h00. It is not advisable to cast babies and young children after 18h00.

5. OPTIONS:

- 5.1. SAASP members will not issue blanket options, and NAMA members are under no obligation to provide options should these be requested.
- 5.2. Options will only be placed once a Client has made a specific request for a Model.
- 5.3. NAMA Agencies must give the Production Company holding the first option 24 hours notice to confirm or release a first option.
- 5.4. A first option held for the following day (24hrs) must be confirmed or released within one hour should it be requested by the Model Agency.
- 5.5. A first option will automatically fall away at 20h00 hours the evening before the day in question.
- 5.6. If a model is on an option and is not requested for the casting, the option will automatically fall away, unless the SAASP member wishes to do a direct booking.

6. SHOOTING INFORMATION:

DURATION OF BOOKING:

- 6.1. i.) Catalogue & Advertising: Half Day: 5 (five) hours.
Full Day: 10 (ten) hours.
ii.) Editorial & Photo Library: Half Day: 4 (four) hours.
Full Day: 8 (eight) hours.
- 6.2. **DAY SHOOT** starts when the first shot is done at sunrise and finishes at sunset.
- 6.3. **NIGHT SHOOT** starts after sunset. It is charged at 1.5 times the normal rate. *Please note:* If the night shoot is a continuation of a day shoot, this does not apply. In this instance, overtime, where applicable, is charged at overtime rates as stated under **Point 8**.
- 6.4. All bookings of children must be done in compliance with the Basic Conditions of Employment Act Number 75 of 1997 - Sectoral Determination Act 10.
- 6.5. Children's half and full day bookings MUST be in accordance with the Sectoral Determination Act.

7. BOOKINGS, CALL TIMES, HOURS OF WORK:

Bookings in town (within 40 km's)

- 7.1. Bookings start from the time of call.
- 7.2. Bookings end with the last shot taken.
- 7.3. Included in this booking time is: Change of locations and 1 hour lunch break.
- 7.4. Split Day: If a team is shooting in Cape Town and breaks for lunch and the Model is released to attend other appointments until the afternoon call time, then the time the Model is released and away from the team does not count as working time. If the Model chooses to remain with the team in spite of having been released for this extended break time, it does not count as work time.

Bookings on location – (outside 40km's) – if Model is travelling with the team:

- 7.5. Booking start from the time of call at central meeting point in Cape Town.
- 7.6. Booking ends with the last shot taken, provided the SAASP member packs up and leaves the location within forty five minutes of completion. Otherwise overtime will apply.
- 7.7. Included in this booking time is: Travel time, change of locations, and 2 hour lunch break. Should the Model only break for one hour, then the other hour / hours will be billed at overtime rates if applicable.

Bookings on location – (outside 40km's) – if the Model takes their own transport:

- 7.8. Bookings start from the time the Model leaves Cape Town and petrol costs must be paid for.
- 7.9. Booking ends with the last shot taken.
- 7.10. Petrol will be charged at AA rates (to and from location). However, it is the responsibilities of the Client to provide transport should a Model not have their own transport.
- 7.11. Included in this booking time is: Change of locations and a 2 - hour lunch break. Should the Model only break for one hour, then the other hour / hours will be billed at overtime rates if applicable.

General information of Bookings:

- 7.12. Should the Model arrive late for a call time, start of work will be counted from arrival time, not call time.
- 7.13. The Client has the right to refuse the model on set at no cancellation fee, if a valid reason was not provided.
- 7.14. Time-sheets must be signed by the Model / Child Guardian for every booking.
- 7.15. If the job requires travel outside of South Africa, travel time will be charged at 50% of full day rate per travel day.
- 7.16. Production Managers / Clients are not allowed to contact Models directly. The only window period allowed is between 6- 8pm on the condition that the Agent was not reachable.
- 7.17. Call backs /Fittings / Hair and Make-up trials will all be charged at applicable rates.
- 7.18. Night shoots: Agents must be notified in advance of a Night shoot or the SAASP member runs the risk of the model not being available. Breaks and downtime between shoots are by law compulsory. There must be a minimum of 10 hours break between wrap time and the following days call time for a night shoots.
- 7.19. Proper meals and refreshments are to be supplied for every engagement. Fruit, sandwiches and healthy meals are acceptable. We advise against cool drinks with high sugar content, sweets and "junk" food, especially for children.
- 7.20. No dressing room is to be occupied simultaneously by a Child and Adult performer without the consent of the parent / guardian.
- 7.21. A Parent or Guardian is legally required to accompany the child on each and every booking.
- 7.22. The Agent is indemnified against any death or injury claim arising from any incident on a shoot.

8. OVERTIME:

- 8.1. Catalogue Overtime will be charged at 10% of the full day rate, for each hour of overtime or part thereof.
- 8.2. Editorial & Photo Library overtime will be charged at +12.5% of the Model's full day rate, for each hour of overtime or part thereof.
- 8.3. All children's overtime on a half day booking is calculated at 12.5 % of the full day rate per hour or part thereof.
- 8.4. No overtime is allowed on a child's full day booking, in accordance with Sectoral Determination 10 – This includes bookings on Location.

9. HALF DAY BOOKINGS:

- 9.1. A Half day booking is understood to mean either morning or afternoon.
- 9.2. A Half day booking which overlaps both morning and afternoon e.g. 11am - 3pm shoot should be negotiated in advance. In these circumstances, bookings are at the discretion of the Agents and the Agency has the right to charge accordingly, but must advise so in advance.
- 9.3. A Half day booking which runs beyond the stipulated 4 / 5 hours will be charged at the standard overtime rate
- 9.4. A Half day booking that runs for more than 2 hours overtime will automatically be billed as a Full day. Overtime will also apply should the Model be kept on set longer than Full day hours.

10. WEATHER BOOKING:

This applies to Full and Half Day bookings. Should bad weather be expected, SAASP members are advised to option additional weather days in order to secure Model availability.

- 10.1. If a Model is cancelled due to bad weather after arriving on set, then a 100% cancellation fee will apply.
- 10.2. If the model is cancelled due to bad weather before arriving on set, then no fee is payable, provided the Model is rebooked for another day on the same job.
- 10.3. If the model is not re - booked by the Client again for any reason, then a 100% cancellation fee will apply.
- 10.4. If, however, the Model is not able to make him / herself available again for any reason, no cancellation fee is applicable.
- 10.5. Production Companies have a two hour "window" for weather calls.
- 10.6. In case of a Full day shoot, the Production Company may attempt to start the shoot in the afternoon. In this case, another 2 hour weather call may apply, on consultation with the Agency.

11. RE - SHOOT:

- 11.1. A re - shoot is payable at 100% of the fee.
- 11.2. If the Model is proven to be not be able to perform, or is hindering the shooting process, the Production Company should contact the Agency immediately to inform them that they will not be liable for payment unless the situation can be corrected. In this instance, the Production Company will return all used film of the Model.
- 11.3. Problems experienced with a child on set must be reported to the Agent immediately i.e. bad behaviour or non - performance. As children are very unpredictable, it is advisable that a back-up child is booked to reduce the risk.

12. CANCELLATION:

- 12.1. The minimum Cancellation Period needed for a Confirmed Booking must be equivalent to the full period booked e.g. a three day shoot should be cancelled no less than 72hours before the shoot. A one day shoot should be cancelled no less than 24hours before the shoot.
- 12.2. Bookings cancelled within this minimum period will be charged at the full shoot fee, unless otherwise agreed by the Agency e.g. if a confirmed booking is cancelled within 24 hours of the call time then 100% of the rate is payable.
- 12.3. Bookings cancelled outside the minimum Cancellation Period will not be charged.
- 12.4. The only exception is that Half day afternoon bookings must be cancelled on the evening - no later than 6PM before the shoot day or the full fee cancellation is due.
- 12.5. This cancellation period and fee structure applies to cancellations made either by the Production Company or by the Model Agency.

13. CORRESPONDENCE IN WRITING:

- 13.1. SAASP strongly urges its members and NAMA Agencies to confirm all options, bookings, contracts and shoot details in writing to avoid any misunderstandings.

14. WORK VISAS:

- 14.1. All Foreign Models must be in possession of a valid work permit. The Work Permit must reflect
 - i.) Visa Type: Section 11(1)(b)(iv) – Long Term.
 - ii.) Visa Type: Section 11(1)(a) – Short Term.

- 14.2. The onus rests on the Model Agency to assist the Model with the necessary paperwork and assist with the application process where necessary to obtain valid work permit to Home Affairs / Foreign missions.
- 14.3. Business Permits do not allow a Model to work and be paid in South Africa.
- 14.4. SAASP members are authorized to see a Model's valid work visa stamp on request. This is actually welcomed by NAMA members.

15. NAMA WORKING HOURS:

- 15.1. NAMA Agencies are open from 09H00 – 18H00 Monday to Friday.
- 15.2. Any options placed after hours must be followed in writing before 10am the following morning.
- 15.3. NAMA bookers are available on their afterhours contact numbers during the week between 6pm - 8pm and on weekends between 10am - 8pm. This, however, applies only to castings, urgent options and bookings within the next 24 hours.
- 15.4. Please note, SAASP members should inform their Clients where possible that the deadline for booking Models and supplying shoot details is 20H00.
- 15.5. SAASP members should not rely on email alone for after hour bookings. It is advised to make a follow – up confirmation call.
- 15.6. Children's bookings are to be confirmed by 18h00. If it is expected for a booking confirmation to take place later than 18h00 the Agents are to be advised in advance so that they may advise the parents accordingly. No booking for children will be taken after 20H00.
- 15.7. Exceptions will be made for crews arriving, casting and shooting within 24 hours of arrival. SAASP members to inform Agents of this situation in advance.

16. INSURANCE:

All SAASP members are covered with Insure for Public Liability, Personal Accident, Medical, Disability and Death as required by law.

17. INVOICING & PAYMENTS:

17.1. INVOICING:

NAMA Agencies will email all necessary invoices related to the shoot on completion of the shoot or on request. Invoices must be finalised and mailed within seven days. Compliance will ensure that the SAASP member collates and processes all invoices promptly and in turn invoice the Client. Any delay in receiving invoices from any NAMA Agent will delay the invoicing of the Client, the payment to the Production Company and therefore payment from the Production Company to all other NAMA members.

17.2. PAYMENTS:

SAASP members will endeavour to settle all NAMA Agency invoices within 30 days of the last day of the shoot / departure of the Client. Maximum payment term for usage is 60 days.

17.3. PAYMENT DEFAULT:

In case of non-payment or part-payment only by SAASP Clients, SAASP members will pay NAMA Agents a pro-rata settlement of the amount received. Interest on overdue accounts will be applicable for all invoices not paid in 60 days. It is illegal for the Client to use any images / material without the Model having been paid.

17.4. QUERIES:

SAASP members will issue all invoice queries within seven (7) days of receipt of invoice.

17.5. PAYE AND IRP'S:

It is the Agent's responsibility to indicate the PAYE to be deducted off the Model's earnings on their invoices to the Production Company.

The Agent must provide the full, accurate SARS requirements for each Model at time of invoicing.

SAASP members are responsible to pay the PAYE portion deducted from the Model to SARS.

All SAASP members must issue the Agents with Models IRP5's on time, so that the Models can complete his / her tax returns yearly and timeously.

The information on the Models IRP5's must be accurately completed by SAASP, including Models name, surname, amounts and codes.

Failure of PAYE being paid over to SARS will result in the Production Company immediately being reported to SARS.