

COMMERCIAL : BOOKING RULES

These rules have been created to ensure that all parties involved, treat each other with respect and consideration. Any deviation from the following agreements must be agreed upon in writing prior to booking confirmation. These working rules apply to all crew as of 9th October 2017.

These rules apply to all crew on all productions, commercials, drama, feature films, online content and music videos.

1. Crew Deals

1.1 One deal per job .i.e. A 12 hour day deal/a non-premium day deal/ a non-night shoot rate.

1.2 If additional gear discount is done on the job for gear, then the gear also needs to be paid with in the 7 day deal structure.

1.3 All deals must be stipulated before confirmation- no deal will be considered after confirmation.

1.4 Reasons for deals must be given or clearly stipulated up front - it is a request and crew have the right to decline the deal.

1.5 Crew agencies should be told up front about any invoicing splits or special requests.

Please note that these will be done for an increased booking fee.

1.6 All deal invoices both for crew hours and gear must be paid within 7 days of invoice or they will revert back to non-deal amounts.

1.7 If the shoot is split into 2 separate sets of dates for any reason, then the booking fee for part 2 of the shoot is applicable and will be invoiced per booking sheet/ call sheet. If you wish to negotiate; you will have to ask or stipulate it up front and it is subject to the amount of crew members booked on the shoot.

NB: All deals not paid, will return to the non-deal invoice amount.

2. Away shoots- travel floats.

2.1 These should be paid in cash and left at the gear check/gear houses for all crew. You also have the option to pay it via EFT, 2 days (48 hours) prior to travel.

2.2 HOD's are not to share a room with anyone.

2.3 If crew are sharing accommodation, please provide them with a separate bed and a bathroom that has a door - no open plan accommodation.

2.4 It is not deemed a travel day if the camera rolls at any point. Should the camera roll a full shoot day for both crew member and gear will be invoiced.

3. International shoots.

3.1 Any shoot on another continent, will be billed for at international rates.

3.2 A forex surcharge will be invoiced (3.75% of total statement).

3.3 Any international travel will be billed as a full day .

4. Meals.

4.1 Crew members should have a maximum of 6 hours between meals. If a call time is before

07h30, breakfast WILL be provided. This ALSO applies to recce and prelight days.

4.2 The 6 hours is calculated from completion of the previous meal. The period of time allocated for meals, should not be less than half an hour.

4.3 Meals are to provided during a split shift if food is unavailable nearby to the studio/location where the split shift is called.

4.4 An evening meal should be provided on an extended day i.e. 6 hours after lunch.

4.5 Should a meal run over 6 hours from completion, then a meal penalty of R200.00 will be charged per hour, over the schedule time. This will be billed in 15 minute intervals.

5. Early call times

5.1 If a crew member is called before 03h30 the day will be invoiced as a premium day. Production companies are to advise agents 48hours in advance of this early call to ensure enough turnaround time is given to crew. Should turnaround be eroded, the production company causing the broken turn around will be billed accordingly.

6. Cancellation (Taken from CPA guidelines)

6.1 Remuneration for cancellation within 5 working days (Monday-Saturday) of commencement of a confirmed shoot day shall be paid at the following rate: 100% for days 1 to 2. 50% for days 3 to 5. 25% for days 6 to 7.

6.2 The producer shall only be entitled to confirm the crew booking once the client has confirmed the job and not before. Confirmation of a crew member via e-mail or fax is binding and subject to penalty for cancellation. Crew booking sheets should always be signed by the production staff on confirmation of the job, and returned to the agent.

6.3 Should a production company confirm a crew member on a 24 hour confirmation or release notice and subsequently cancel such a booking, cancellation will be charged for days forfeited by the crew member based on the following payment structure: 100% for days 1 to

3.50% for days 4 to 6. 25% for days 7 to 10. The crew member will not be eligible for a cancellation fee if the job is cancelled by the production company 21 consecutive days prior to commencement of shoot and visa versa. The production company will not be eligible for a cancellation fee if the job is cancelled by the crew member 21 consecutive days prior to commencement of shoot. If 24 hours "confirm or release" notice is issued with 48 hours of commencement of the shoot (e.g. prep or shoot) then the issued agent or production company must provide their confirmation/denial within 5 hours. Cancellation will be paid regardless of which party gives notice of 24 hours.

6.4 Clauses 6.1 and 6.3 do not apply for the days that the crew member is confirmed on another production during the period of cancellation.

6.5 Should a confirmed crew member cancel themselves off a shoot directly or through an agent, the cancellation costs payable to the production company, unless otherwise negotiated with the producer, will be the same as in clause 6.3.

6.6 Is a shoot on a Sunday or a Public Holiday is cancelled, then the cancellation will be paid at a standard day rate. If a night shoot is cancelled then the premium day rate will apply.

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7. Postponement

Please note the following with regard to postponements on shoots:
Crew will not be paid a cancellation fee where the job is postponed unless:

1) They have been confirmed on 24 hours' notice by either party

2) They are not available for work on the new shoot dates

The agency/production company must advise of the new shoot dates within 30 working days of

the date of postponement, failing which all crew will be eligible for cancellation fees as

8. CPA Guidelines - Are only applicable to TVC's, if the job is not a TVC and is produced by a CPA member, the CPA guidelines do not apply .

Booking Fees

R180.00 Commercials, Music Videos, Content, Doccies, Corporates

R220.00 features and series

R275.00 after hours 17h00 - 08h30 Saturday, Sunday, Public Holidays

Overtime

Commercials, Music Videos, Content, Doccies, Corporates - O/T is charged based on a 10 hour day

Commercials @ 4hrs @ 1,5, Dbl Time thereafter until midnight and triple time after midnight

Music Videos, Content, Doccies, Corporates @ 2 Hrs @ 1,5, Dbl Time thereafter until midnight and triple time after midnight

A features rates, overtime and rules only apply to a full length feature and the crew that have been on the full length feature

Premium Day

2.6.1 Premium Day shall mean any Sunday, Public Holiday or first night of a night shoot.

2.6.2 Premium days will be paid at 1.5 x the standard daily rate - this applies to all crew. A night shoot on a premium day will only be paid at time and a half.

2.6.3 Overtime rates shall be calculated at premium day rates in respect of premium days. (i.e. 1.5 x time and a half for the first 4 hours, and 2 x time and a half for the hours thereafter)

2.6.4 A premium rate will be paid for all shooting days after 6 consecutive shoot days, until a day of rest is provided. Sundays and Public Holidays will be paid at normal premium rates.

Weather Day

2.15.1 Weather Day means a day which occurs if the scheduled shoot is not completed due to the weather. The weather day may be added on to the end of the scheduled shooting period, or may be booked as an additional day at such time as scheduled by the producer.

2.16 Extended Day

2.16.1 Extended Day means a standard day shoot of more than 14 hours.

2.16.2 Producers are to inform crew/agents 3 working days prior to the first shoot day

when an extended day is planned. If a shoot continues beyond the prescribed

time, crew will stay, but should be permitted to leave the set at a reasonable time

before the commencement of their next call.

2.16.2 Crew booked for an extended day must either directly or via their agents inform both producers concerned.

2.17 Day Off

2.17.1 Day Off is where a minimum of 24 hours rest is given.

2.18 Turnaround

2.18.1 Turnaround on any given shoot will be paid for all hours less than 10 hours

given from wrap/technical wrap or return to base, to call time on the following day

of the same shoot.

2.18.2 Payment for this will be calculated as follows: the hours eroded will be charged

as a penalty at an hourly rate for the first 2 hours, double hourly rate for the next

2 hours and triple the hourly rate thereafter.

Eg: Rate of R500 per day / 6 hours rest given. There is a 2 (two) hour penalty at

R 50.00 per hour and a 2 (two) hour penalty at R 100.00 per hour. Total penalty

for 4 hours of turnaround = R 300.00.

2.18.3 Turnaround may be charged by all crew, including technical and art department.

2.18.4 Turnaround may be charged by all crew on the day immediately preceding the

first shoot day of a shoot, whether this day is a prep day, pre-rig day, a pre-light

day or a recce day. This turnaround is only payable if cleared with the producer

prior to turnaround hours being worked.

2.18.5 Turnaround may not be charged on any other prep day.

2.19 Addendum

2.19.1 Addendum means the addendum to the working conditions, which sets

standardised rates for per diems, mileage, travel expenses and telephone, as

may be amended from time to time, and as specified by SA Revenue Services

(SARS).

3. PAYMENT

3.1 Crew will be paid within twenty (20) days of submission of an invoice, but is subject to negotiation with the crew agents.

3.2 Interest on late payments may be charged by the crew agent concerned, subject to the agent's discretion and business terms as stated on an invoice.

3.3 Payments will only be made once any outstanding floats, if applicable, have been reconciled with the producer. In the event of any queries, the producer may only withhold payment for an individual crew member and not the entire agent's statement for any given production.

3.4 Should a crew member invoice a production company directly and not through an agent, income tax will be deducted by the producer at the rate as specified by SARS, unless the producer is provided with a specific written directive from SARS addressed to the producer.

2% Late Payment Penalty per day accummalative

Public Holiday

2.7.1 Public Holiday shall mean the following Public Holidays as defined in the Public

Holidays Act 36 of 1994, namely New Year's Day, Human Rights Day, Good

Friday, Family Day, Freedom Day, Worker's Day, Youth Day, National Women's

Day, Heritage Day, Day of Reconciliation, Christmas Day and Day of Good Will.

A Public Holiday shall also mean any other Public Holiday deemed as such by

Government should the official Public Holiday fall on a Sunday.

2.8 Split Shift

2.8.1 Split Shift shall mean a day/night called as such by the producer in which a minimum time out of 4 hrs is called.

2.8.2 Time Out is the total rest time called by the producer to create a split shift day and shall not be less than 4 hours.

2.8.3 This 4 hour period is from wrap to call time back on set if set is within a 40km radius from base, or from wrap time to call time back at base if the set is further than 40kms from base. The producer must inform the crew/crew agents of the split shift on confirmation of the booking.

2.8.4 The producer has the option to call a split shift day. The minimum payment will be for a standard day. If standard day working hours are exceeded, the normal overtime structure applies.

2.8.5 If a split shift day is called on a premium day, then premium rates shall be paid.

2.8.6 Call time on a split shift day may not be later than 08h00 for the first shift or later than 16h00 for the second shift.

2.8.7 A day may not be classified as a split shift if crew are not permitted to leave set during the hours between filming i.e. the crew must be able to go home, to base, hotel or tented camp during the break.

2.9 Travel Day

2.9.1 Travel Day shall mean a day called as such by the producer and in which the travel time is not greater than standard day hours (i.e. 10 hours).

2.9.2 For a travel day, half of the standard day rate shall apply to all crew (refer 2.9.3

for the exception). A standard day rate is paid even if travel occurs on a premium

day. If more than 10 hours are traveled, payment for those hours traveled over 10 hours will be on a pro rata basis calculated at standard day rates, regardless of what day the travel occurs. (e.g. travel of 12 hours = half day of 5 hours plus 2 hours pro rata = 7 hours).

2.9.3 For a travel day, designated drivers shall be paid a half day rate if they work (drive) for less than 5 hours. If designated drivers drive for longer than 5 hours then a full day rate shall apply. If travel occurs on a premium day, a premium day rate will be applicable on the same basis. If 10 hours of travel are exceeded then the normal overtime structure will apply. Travel hours should not exceed the reasonable time required to reach a specific destination.

Gear Check

2.9.4 Gear Check means a day called as such by the producer in which the hours worked do not exceed 5 hours.

2.10.2 If less than half (half being 5 hours excluding a meal break) of standard day hours are worked on a gear check day, then half the standard day rate shall apply. If more than 5 but less than 10 hours are worked, payment will be on a pro rata basis calculated at standard daily rates. On a premium day, premium rates will apply.

2.10.3 If more than 10 hours are worked, normal overtime rates will apply

2.10 Pre-light

2.10.1 Pre-light means a day called as such by the producer and in which no filming is undertaken and the hours worked do not exceed 5 hours.

2.10.2 If less than half (half being 5 hours excluding a meal break) of standard day

hours are worked on a pre-light day, then half the standard day rate shall apply.

If more than 5 but less than 10 hours are worked, payment will be on a pro rata basis calculated at standard daily rates. On a premium day, premium rates will apply.

2.11.3 If more than 10 hours are worked, normal overtime rates will apply.

2.12 Pre-rig / De-rig

2.12.1 Pre-rig / De-rig means a day called as such by the producer and in which no filming is undertaken and the hours worked do not exceed 5 hours.

2.12.2 If less than half (half being 5 hours excluding a meal break) of standard day

hours are worked on a pre-rig / de-rig day, then half the standard day rate shall

apply. If more than 5 but less than 10 hours are worked, payment will be on a

pro rata basis calculated at standard daily rates. On a premium day, premium

rates will apply. If riggers are utilized on a shoot to help filming crew, then normal day rates and overtime rates apply.

2.12.3 If more than 10 hours are worked, normal overtime rates will apply.

2.13 Technical Recce

2.13.1 Technical Recce means a day called as such by the producer and in which the hours worked do not exceed 5 hours.

2.13.2 Technical recces (5 hours) will be charged at half day rates. If more than 5

hours but less than 10 hours are worked, payment will be on a pro rata basis

calculated at standard daily rates. On a premium day, premium rates will apply.

2.13.3 If more than 10 hours are worked, normal overtime rates will apply

2.13.4 If the production company is prepared to wait for confirmation of a recce 24 hrs before it is due to occur, only an hourly pro rata rate will be charged (i.e. no work has been lost by the crew member).

2.14 Night Shoot

2.14.1 Night Shoot means a shoot in respect of which call time is 15h00 or later. If a shoot is called between 12h00 and 15h00, but continues after 24h00, it will revert to being deemed a night shoot. The producer must inform the crew / crew agents of a night shoot at the time of confirmation of the booking.

2.14.2 The first night of a night shoot will be the same as premium day rates i.e. time and a half for the first night of a night shoot.

INSURANCE

8.1 Crew are all responsible for their own health and medical insurances. Regular 6-month check ups will help in the event of a claim with an insurance company.

8.2 Crew personal insurance should also include insurance against injury or loss of earnings.

8.3 Equipment, personal belongings and vehicles owned by individual crew members to be used either for personal use or within their professional capacity is the responsibility of that particular crew member. If insurance is to be charged, it must be negotiated up-front with the producer as some production companies carry their own insurance on such items.

9. SPECIAL NOTES

9.1 No less than 6 hours rest should ever be given to crew members.

9.2 No crew member shall work without having had 6 hours rest.

9.3 Bookings with crew agents will be taken as pencil bookings until confirmed. If

confirmation has not been given within 2 weeks (10 working days) of the booking, the booking will automatically fall away. If the booking is confirmed and

then cancelled, the booking fee for each crew member will be charged.

9.4 No crew member can be double-booked and confirmed on two concurrent

productions without the written permission given by both producers prior to

confirmation of the second booking.

9.5 If a crew member's vehicle is hired at the request of production, the crew

member will be paid per kilometer at a rate as specified by SARS (refer addendum clause 4). This rate is inclusive of fuel.

9.6 It is the responsibility of each crew member to understand and acknowledge the

CPA/Crew Working conditions and become familiar with all revisions which may

occur.

9.7 It is the responsibility of each crew member to read the terms and conditions at

the end of every call sheet of each production company.

9.8 All crew must be familiar with the "crew code of conduct".

9.9 Crew rate increases will be implemented once a year and will take effect on 1st

September annually.

9.10 All junior crew not eligible for overtime will complete production time sheets that

must be handed to production and forwarded to respective agents for monitoring

purposes.

Features Rules

Independent Contractors' Working Conditions on Long Form

- Overtime @ 1.5x the crew member's hourly rate is payable after 12 hours of work to all crew with the exception of production
- The unit department work to a 12 hour day, although this may be negotiated prior to pencilling and confirmation
- If a 40 minute, sit down lunch break is not given, the day is deemed a "continuous day" and overtime is payable after 10.5 hour @ 1.5x the crew member's hourly rate
- A minimum of 10 hours turnaround is to be given and should this be eroded, each eroded hour (or portion thereof) will be paid at 1.5x the crew member's hourly rate
- Any location based further than 55km from the CCITC (Cape Town International Convention Centre) will be deemed to be a travel location and time spent getting to and from this location will be added to the hours worked in the day
- Should a 7th consecutive day be worked, this day will be paid at 2 x the crew member's daily rate
- Daily crew (defined as crew who are contracted for less than 6 consecutive days on a feature) will be paid an agreed upon daily rate.
- Daily crew will not charge premium for Sundays or public holiday and will work a 12 hour day before charging overtime (unless it is a continuous day)
- Daily crew will receive premium (1.5x crew member's daily rate) for the first night of night shoot/s. A night shoot is any shoot that continues work past midnight