

# STUNT SERVICES AGREEMENT

entered into between

**Production Company:** 

Registration No	
Physical Address:	
Postal Address:	
Contact No.:	
E-mail Address:	
Signature:	
	Date:
(the "Company")	
and	
Independent Contractor:	
Identity No.:	
Physical Address:	
Postal Address:	
Contact No.:	
E-mail Address:	
Tax No.:	
Emergency Contact Name/Next of Kin:	
Emergency Contact No.:	
Emergency Contact Name/Next of Kin:	

Driver Code / PDP:	
Allergies:	
Signature:	
	Date:
(the "Contractor")	
and, if applicable:	
Services Company/Agent:	
Registration No.:	
Physical Address:	
Postal Address:	
Contact No.:	
E-mail Address:	
Signature (for and on behalf of the Contractor, if the Contractor not	
personally signing):	Date:

If the Contractor is not personally signing, the Service Company/Agent hereby warrants that the Contractor is familiar with and has agreed to be bound by the terms of this agreement.

# STUNT SERVICES SCHEDULE

NAME OF PRODUCTION:	
Production Type:	Feature Film / TV Series / Reality Show / Commercial
*Circle as appropriate	Other:
SERVICES:*Circle as appropriate	Stunt Performer / Stunt Assistant Rigger / Stunt Rigger / Stunt Driver / Key Rigger / Assistant Stunt Co-ordinator / Fight Choreographer / Stunt Co-ordinator
	Other:
Start Date:	
Anticipated End Date:	
REMUNERATION	
Minimum Daily Rate:	
Additional Amount in Excess of Minimum Daily Rate:	
Total Daily Rate:	
CONTRACTOR BANKING DETAIL	.s
Account Holder:	
Bank Name:	
Account No.:	
Branch Code:	
Account Type:	
SPECIAL CONDITIONS	
<u> </u>	

### STANDARD TERMS AND CONDITIONS

#### 1. INTRODUCTION

- 1.1. The Company is a production company and requires the provision of the Services in connection with the Production, as more fully described in the Stunt Services Schedule.
- 1.2. The Contractor has agreed to make his/her services available to the Company in the capacity of an independent contractor on the terms and conditions set out below, as read with the Stunt Services Schedule and cover page to which these terms and conditions are attached, as well as the South African Stunt Association Guidelines, as amended from time to time ("SASA Guidelines"), relevant extracts of which are attached.

#### 2. THE SERVICES

- 2.1. The Company appoints the Contractor, who accepts such appointment, as an independent contractor to provide the Services.
- 2.2. This agreement shall not be taken in any way to constitute an employment relationship or an agency, joint venture or partnership arrangement, and the Contractor shall at all times act as an independent contractor to the Company.
- 2.3. The Contractor shall render the Services on such days, at such times and at such locations as may be required by the Company, with each standard working day consisting of the applicable hours set out in the SASA Guidelines under the heading "Working Days".
- 2.4. The Company shall use best endeavours to ensure that the Contractor is afforded the daily, and weekly, "turn-around" time, as set out in the SASA Guidelines under the heading "Turn-Around Times".
- 2.5. In rendering the Services, the Contractor:
  - 2.5.1. shall exercise the utmost care and skill in all aspects of the provision of the Services and perform the Services in a competent and professional manner;
  - 2.5.2. undertakes to behave in an ethical and professional manner in all dealings and communications with the Company and not to bring the name of the Company or the Production into any disrepute;
  - 2.5.3. warrants that he/she is competent, including but not limited to being qualified, skilled and trained, to perform the Services required of him/her;
  - 2.5.4. to comply, to the best of his/her knowledge, with all prescribed safety requirements, as well as any prescribed laws or insurance requirements;
  - 2.5.5. shall not undertake work or render services to any other third party if, in so doing, the quality of the Services rendered in terms of this agreement is adversely affected, or the undertaking of any such services would conflict with the interests of the Production;
  - 2.5.6. shall not engage in any unlawful or undesirable conduct or activity while rendering the Services including, but not limited to, use of alcohol, drugs or cigarettes or possession, or use, of any dangerous weapon or firearm;
  - 2.5.7. ensure that the Company is notified by telephone prior to or within the first half hour of a shift on the first day of any absence, if he/she is prevented from performing the Services by reason of accident, death, illness, mental, physical or other disability ("**Incapacity**");
  - 2.5.8. all equipment owned by the Contractor and used in performing the Services or otherwise hired to the Company is the responsibility of the Contractor and the Company shall not be liable for any loss of, or damage to, such equipment (unless occasioned by the wilful misconduct or gross negligence of the Company).

### 3. **DURATION**

The Contractor shall provide the Services from the Start Date until the Anticipated End Date as set out in the Stunt Services Schedule. However, due to the nature of the film production industry, these dates remain flexible and subject to change. The Anticipated End date may be changed at the discretion of the Company and the Contractor shall continue to render the Services in accordance with such changed dates, subject to clause 13.

#### 4. **REMUNERATION**

- 4.1. The Contractor shall render the Services at the Daily Rate set out in the Stunt Services Schedule, subject to the following:
  - 4.1.1. the Contractor shall be entitled to be paid at a "Premium" or "Double Rate" for each day worked in excess of the **maximum work days per week** as set out in the SASA Guidelines under the heading "Weekly Rates":
  - 4.1.2. **hourly rates** shall be calculated as a percentage of the Daily Rate as set out in the SASA Guidelines under the heading "Hourly Rates and Overtime";

- 4.1.3. the Contractor shall be entitled to be paid **overti**me for each hour worked in excess of the standard working day on the basis set out in the SASA Guidelines under the heading "Hourly Rates and Overtime";
- 4.1.4. if the Contractor is not afforded the minimum daily, **or weekly turn-around time** as set out in the SASA Guidelines, he/she shall be entitled to be paid in respect of the difference in time between the minimum turnaround time and the actual turnaround time afforded to him/her as more fully set out in the SASA Guidelines under the heading "Turn-Around Times";
- 4.1.5. the Contractor shall be entitled to be paid at a "Premium Rate" for "**night shoots**", as more fully set out in the SASA Guidelines under the heading "Night Shoots";
- 4.1.6. if the Production is a **Commercial**, the Contractor shall be entitled to be paid at a "Premium Rate" (1.5 times the Daily Rate) for each day worked on a **Sunday** or a recognised **public holiday** in South Africa;
- 4.1.7. the Contractor shall only be entitled to be paid for **time spent travelling** to the set/location as set out in the SASA Guidelines under the heading "Travel Time";
- 4.1.8. the Company shall only provide the Contractor with **transport and accommodation** as set out in the SASA Guidelines under the heading "Transport and Accommodation", and in all other instances, you are responsible for your own transport to the set/location, at your risk;
- 4.1.9. where the Contractor is required to reside away from their normal place of residence in providing the Services, the Contractor shall be entitled:
  - 4.1.9.1. to a **daily stipend**, or allowance, as more fully set out in the SASA Guidelines under the heading "Travel Allowance"; and
  - 4.1.9.2. to be paid at the Daily Rate for each "hold day", or day off (other than a Company off day);
- 4.1.10. if the Contractor is placed on stand-by, such Contractor shall be entitled to be paid ½ of the Daily Rate.. If Contractor is not released from stand-by at least 10 hours before the call time, then the Contractor shall entitled to receive the full Daily Rate;
- 4.1.11. if the Contractor is required to attend a rehearsal day, a call-back, hair and make-up sitting, or wardrobe fitting, then such contractor shall be entitled to be remunerated on the basis set out in the SASA Guidelines under the heading "Non-Shoot Day Remuneration".
- 4.2. Unless otherwise agreed, the Company will remunerate the Contractor for Services rendered on the basis set out above, less any statutory deductions, **on a weekly basis**, in arrears. The Contractor must submit a valid tax invoice to the Company in respect of all amounts payable to him/her and the Company shall provide the Contractor with a detailed pay slip confirming the breakdown of payments to be made to him/her.
- 4.3. The Contractor shall complete a daily time sheet (or a weekly timesheet in the case of full-time crew Contractors) recording the number of hours for which the Contractor actually rendered the Services. Such time sheet must be signed by the relevant Head of Department and submitted to the Company by the Contractor at the end of each working day (or week as applicable) and such time sheet shall form the basis upon which the Contractor's remuneration shall be calculated and paid.
- 4.4. The Company shall pay all amounts due to the Contractor into the bank account nominated by the Contractor and set out in the Stunt Services Schedule.
- 4.5. The Company may withhold or make any deductions from amounts due to the Contractor as may be required by any applicable law or regulation by the South African Revenue Services or any similar authority, or otherwise required by any law.
- 4.6. The Contractor shall not be entitled to incur or recover any expenses, on behalf of, or from the Company, unless specifically contemplated in this agreement, or otherwise authorised in advance by the Company, and the Contractor shall only be entitled to compensation in respect of expenses incurred by him/her against the production to the Company of a valid receipt or proof of such expenditure.

### 5. SCREEN CREDIT

The Company has the right, but is not obliged to accord the Contractor with credit on-screen or otherwise in connection with the Production and if such credit is accorded, all aspects thereof will be at the Company's discretion.

### 6. RIGHT TO ROLE

If the Contractor provides stunt performance Services and is also required to portray a role onscreen (as opposed to performing stunts for an existing role which is played by one or more other performers) or is

required to deliver dialogue in the Production, such Contractor must be recognised, remunerated and contracted with separately in respect of such role and such services shall not form part of the Services rendered in terms of this agreement.

#### 7. INSURANCE

7.1. The Company shall maintain comprehensive public liability and personal accident insurance to cover the Contractor in the course and scope of the Contractor rendering the Services.

#### 8. **INDEMNITY**

- 8.1. Subject to clause 8.2 and clause 8.3, both parties indemnify and hold the other harmless, to the fullest extent permitted by law, against any loss, damage or injury caused or sustained as a result of any wilful or negligent act or omission on the part of such party, or as a result of any breach of this agreement committed by such party.
- The Contractor has satisfied himself/herself as to the nature, extent and intricacies of the Services to 8.2. be rendered and that such Services may require the Contractor to undertake and execute inherently dangerous stunt activities. It is of the utmost importance that safety guidelines issued by the Company are complied with by the Contractor and that the utmost care and good faith is taken by the Contractor when performing all acts relating to the Services. The Contractor always has the final say in respect of safety issues pertaining to the Services and is not prohibited at any time from refusing to continue with such Services where the Contractor genuinely believes that his/her safety is at risk. If there is a dispute in this regard, such that the dispute is having an impact on filming activities, then the dispute shall be immediately elevated to the appropriate senior Production personnel and/or safety officer available as well as the Contractor's representatives available to find a reasonable resolution that would allow the Contractor to continue rendering his/her Services as soon as reasonably possible in a safe manner. If the Contractor still does not wish to continue then he/she shall continue his/her Services, save for the stunt that is the subject of his/her refusal. If the Contractor renders his/her Services with all due regard to the safety provisions, then the Services shall voluntarily be provided at the Contractor's own risk and the Contractor indemnifies the Company from and against any and all demands and claims of every nature and kind arising out of the performance of the Services save in the event of the Company's negligence or wilful misconduct.
- 8.3. Notwithstanding anything to the contrary in this agreement, the Company warrants that:
  - 8.3.1. where the Contractor is rendering the Services as a stunt co-ordinator (as set out in the Stunt Services Schedule), such Contractor shall be comprehensively insured under the Company's general liability insurance policy such that the Contractor shall not be held liable for any reason whatsoever against any loss, damage or injury suffered by any party in connection with the Production and the rendering of the Services in terms hereof;
  - 8.3.2. where the Contractor is rendering the Services as a stunt performer (as set out in the Stunt Services Schedule), such Contractor shall be comprehensively insured by the Company in respect of any loss, damage or injury suffered by any party, whether by way of damage to property or otherwise, in connection with the rendering of the Services in terms hereof, and

if requested by the Contractor, the Company shall furnish to the Contractor copies of all relevant aspects of such insurance policy as it pertains to this clause.

# 9. **CONFIDENTIALITY**

- 9.1. The Contractor will keep confidential all matters relating to the Services and the Production. Information relating to the Production which is confidential includes, but is not limited to, the script, the cast, production plans, financial arrangements and technical processes. All such information is proprietary confidential information of the Company and in this regard the Contractor acknowledges that:
  - 9.1.1. the use of cameras and taking, or making, of any photographs or reproductions or releasing content relating to the Production (print or moving content) is strictly prohibited; and
  - 9.1.2. such content shall not be posted to any internet sites or social media platforms including, but not limited to, You-Tube, Facebook, Twitter, Instagram, Snap Chat, or similar site.

#### 9.2. The Contractor shall not:

9.2.1. make or authorize any news stories, statements, blogs, tweets, articles, books or other publicity relating directly or indirectly to the Production or his/her involvement with the Production in any manner whatsoever, whether to a single or multiple recipient(s) or onto the internet or by means of other technologies unless part of the Production marketing process or with the prior written consent of the Company:

9.2.2. give any interviews, make any public statements or authorise any publicity related to the Production without the prior written consent of the Company.

### 10. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise agreed in writing between the parties:

- 10.1. all photographs and reproductions and video and audio recordings relating to the Production remain the sole property of the Company and shall be surrendered to the Company on request or termination of this agreement together with any duplications made of such photographs and reproductions and video and audio recordings:
- 10.2. the Contractor irrevocably grants the Company the right to use the Contractor's name, physical likeness, fixation and biographical material, and make sound recordings of the Contractor's voice for any purposes related to the Production (including but not limited to behind the scenes promotional materials, publicity photographs, electronic, video and press kit releases, merchandising, commercial tie-ins and any other ancillary items) and to reproduce same in any media or audio-visual mediums in perpetuity throughout the universe, without any further compensation payable;
- 10.3. all art work, scripts, dailies and props from the Production are the property of the Company and shall not be sold, given away or distributed in any manner;
- 10.4. to the extent it may be necessary in any other jurisdiction and for the purposes of United States copyright law, the results and proceeds of the Services in terms of this agreement, including but not limited to, all material composed, submitted, added, created, or interpolated by the Contractor in connection with the making of the Production, shall be deemed a work-made-for-hire specifically ordered by the Company;
- 10.5. the Contractor waives the benefit of any provision of law in any country known as "moral rights", "droit moral", or any similar rights or principles of law which the Contractor may have or acquire in respect of the Production or the Services. Furthermore the Contractor waives any so-called rental and lending and performer's property rights pursuant to any European Community directives or enabling or implementing legislation, laws or regulations enacted by member nations of the European community;
- 10.6. the Company shall have the right to make use of the products of the Services in such manner as the Company deems fit and the Company may, without consultation, photograph or otherwise reproduce the Services and make changes, alterations, adaptations and rearrangements to the Services as the Company deems fit and use different iterations of the Services in different versions or adaptations of the Production.

# 11. **GENERAL GUIDELINES**

The Company and the Contractor agree to abide by the general guidelines set out in the SASA Guidelines as more fully set out under the heading "General".

### 12. AD HOC CANCELLATION, POSTPONEMENT AND/OR EARLY TERMINATION OF THIS AGREEMENT

- 12.1. If the Company cancels a confirmed shoot day or does not require the services of the Contractor on any confirmed shoot day, the Company shall be liable to pay the Contractor a percentage of the Daily Rate for such day, as more fully set out in the SASA Guidelines under the heading "Cancellation". This clause is not applicable to days which are cancelled on account of the weather, or other unforeseeable circumstance which is beyond the control of the Company, in which case the provisions of clause 13 shall apply.
- 12.2. If a confirmed shoot day is postponed for any reason, the Contractor will only be paid for the postponed day actually worked, but if the Contractor is not available to render the Services on the postponed day, the postponement shall be regarded as a cancelled shoot day and the Company shall be liable to pay the Contractor a percentage of the Daily Rate for such day, as more fully set out in the SASA Guidelines under the heading "Cancellation".
- 12.3. Either party may cancel this agreement and the provision of the Services upon the provision of at least 5 business days written notice to the other. If the Company cancels this agreement for any reason whatsoever on less than 5 business days' notice, the Company shall be liable to pay a cancellation fee to the Contractor, as more fully set out in the SASA Guidelines under the heading "Cancellation".
- 12.4. Either party (the "**Non-defaulting Party**") may terminate this agreement immediately on written notice to the other party (the "**Defaulting Party**") if:
  - 12.4.1. in the case of the Company being the Defaulting Party, it breaches any of its payment obligations in terms of this agreement, and fails to remedy such breach within 5working days of receipt of written notice by the Non-Defaulting Party Contractor calling upon the Defaulting Party to remedy the breach;
  - 12.4.2. in the case of the Contractor being the Defaulting Party, he/she breaches the provisions of clauses 2.5.6 or 9, or is otherwise continuously late or absent (without reasonable explanation).

- 12.5. On termination of this agreement for any reason whatsoever, the Contractor will cease rendering all Services, with effect from the date of such termination
- 12.6. The termination of this agreement shall not affect any rights or liabilities of either party that have accrued prior to the date of termination.

#### 13. WEATHER / FORCE MAJEURE

- 13.1. If either party is prevented or restricted directly or indirectly from carrying out any or all of its obligations under this agreement (the "Affected Party") due to any cause beyond the reasonable control of the Affected Party (including, but not limited to, any war, civil commotion, political or civil disturbance, riot, insurrection, strike, lock-out, labour dispute, boycott, fire, explosion, flood, storm, subsidence, volcanic eruption or other volcanic activity, epidemic or other natural or physical disaster, sabotage, terrorism, acts of any state or government or other authority or other acts of God), then the Affected Party shall be relieved of its obligations in this agreement during the period that such event and its consequences continue but only to the extent so prevented.
- 13.2. Where a Production is not completed due to the weather, the Company may schedule additional days to the Production shooting period, or at any other time, in order to allow for completion of the Production. Contractors shall be remunerated for such "weather days" on the basis set out in the SASA Guidelines under the heading "Weather Days".

# 14. **DISPUTE RESOLUTION**

- 14.1. If a dispute arises out of or in connection with this agreement, or the breach, termination or invalidity hereof, the dispute shall be settled by mediation and shall be referred to a suitably qualified independent mediator agreed between the parties in writing, or failing agreement, to a suitably qualified independent mediator appointed by the President for the time being of the Cape Law Society (or its successor body in the Western Cape).
- 14.2. If for any reason, a dispute is not settled by mediation, the dispute shall be settled by arbitration. The arbitrator shall be an attorney of not less than 15 (fifteen) years' standing as such or a practising senior counsel agreed between us in writing, or failing agreement, shall be an arbitrator appointed by the Registrar of the Arbitration Foundation of Southern Africa ("AFSA"). The arbitration shall be held at a venue in Cape Town and shall be conducted in accordance with the AFSA Rules for Commercial Arbitration
- 14.3. Nothing in this clause shall preclude either party from seeking interim and/or urgent relief from a court of competent jurisdiction or for payment of a liquidated amount of money.

#### 15. ANTI-BRIBERY

The Contractor warrants that he/she shall comply with all anti-corruption laws. The Contractor warrants that he/she has not made, and throughout the period of his/her engagement, shall not make, or promise to make, any corrupt direct or indirect payment or other consideration (in monetary or other form) or bribe to any government official, government department, government agency or any other state-owned or administered entity, public international organisation, political party or member of a royal family or to any relative or spouse of, or other person with a close relationship to any of the foregoing, in order to obtain, retain or direct business or to affect the exercise of official discretionary authority in relation to the Production, the Company or any matter covered by this agreement.

#### 16. GOVERNING LAW

This agreement shall be governed by and interpreted in accordance with the laws of South Africa.

#### 17. **COUNTERPARTS**

This agreement:

- 17.1. may be signed in one or more counterparts all of which shall be considered one and the same agreement; and
- 17.2. shall become effective when a counterpart has been signed by each of the parties.

### Annexure A - Extract from SASA Guidelines

Working Hours	
Commercials	All commercials to be worked on a standard working day of <b>10</b> hours
Feature Films, Television Series, Reality Shows	A standard NON-CONTINUOUS working day will consist of 12 hours, and will include lunch break
	A CONTINUOUS day will consist of <b>10.5</b> uninterrupted hours, with a <b>Running Lunch</b> .

A Running Lunch means that there is no actual break for lunch called and results in a reduced working day (also known as a Continuous Day or French Hours), where working hours change from 12 hrs to 10.5 hrs (FEATURE FILM, TELEVISION SERIES, and REALITY SHOWS) or from 10 hrs to 8.5 hrs (COMMERCIALS). The meal will be provided near set and filming will continue.

Turn-Around Times	
Daily Turn-Around (the break between wrap on one day and call on the next day)	No less than 10 hours
Weekly Turn-Around (the break between wrap on the work week and call of the following week)	No less than <b>34</b> hours

Daily Turnaround Invasion Rate (any time less than 10 hours away from set) will be calculated at overtime rates, being 1.5 times the hourly rate for the first 4 invaded hours, and thereafter 2 times the hourly rate, and added to the day's total.

Weekly Turnaround Invasion Rate (any time less than 34 hours between wrap on the work week and call of the following week) will be calculated on the same basis as above, i.e. 1.5 times the hourly rate for the first 4 invaded hours, and thereafter **2 times** the hourly rate, and added to the weekly total.

# **Weekly Rates**

Irrespective of whether on a daily or a weekly contract, the Contractor will earn their Daily Rate per day worked. For example, for a 5-day week, the weekly rate will be calculated as 5 times the daily rate and for a 6-day week, the Weekly Rate will be calculated as 6 times the Daily Rate.

Should the Contractor be required to work a **7th day**, this day rate will be calculated at Premium Rate (1.5 times the Daily Rate.) Normal rates will resume the day after and this will be seen as the first day of the new working week. Should the same performer go on to work a Second 7th day then Premium Rates (a rate of 1.5 x the Daily Rate) will apply for every day thereafter until the next Off Day. (24 hours, plus a 10 hour turnaround = 34 hours turnaround).

As of 1 March 2017, a 7th day will be at Double Rate (2 times the Daily Rate) and this will apply for every day thereafter until the next off day.

Hourly Rates and Overtime	
Commercials	1/10 <sup>th</sup> of the Daily Rate
Feature Films, Television Series, Reality Shows	1/12 <sup>th</sup> of the Daily Rate

All overtime (additional hours in excess of the Working Day) to be calculated at **1.5 times the hourly rate** for the **first 4 hours**, thereafter **2 times the hourly rate**. Overtime is calculated in **15 minute increments**.

Overtime rates shall be calculated at Premium Day Rates in respect of Premium Days

Night Shoots	
Commercials	For all Contractors on a daily contract for a production, the first night shoot of that production will be at Premium Rate (a rate of 1.5 times the daily rate)
	For all Contractors on a weekly contract, a full Turnaround day will be given and charged for on the agreed crew rate, after the last night of the night shoot
Feature Films, Television Series, Reality Shows	For all Contractors on a daily contract, the first night shoot per booking on a weekly rotation will be a Premium Rate (rate of 1.5 times the Daily Rate)
	For all Contractors on a weekly contract, a full Turnaround day will be required after the last night shoot before the next day shoot can commence. This Turnaround day cannot be the same day as an Off Day

A 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 as a Night Shoot.

A Split Day is a working day that exceeds daylight hours, but not passed 24h00. This day is charged at normal rate.

## **Travel Time**

Travel Time applies for productions where either:

- set/location is more than 50 km from Cape Town International Convention Centre (CTICC) or away accommodation. Then 1 hr will be added onto call time for travel to location and 1 hr will be added for travel from location. For locations further than 50km, additional travel time will be added pro rata, in 15min increments: or
- travel time is in excess of 45 minutes to and from CTICC or away accommodation due to the route required to be travelled and/or traffic. Then 1 hr will be added onto call time for each direction of travel. For travel time in excess of an hour, additional travel time will be added pro rata, in 15min increments.

If travelling less than 5hrs and departing after 12h00, a half Daily Rate will apply, if travelling more than 5 hrs or departing before 12h00, a full Daily Rate will apply

If travelling by car, time starts at home and ends at destination. If travelling by air, time starts 1 hour before local flight time and ends at destination, and 2 hours before international flight time and ends at destination. (This falls into same timings as everything else, rehearsals etc)

## **Transport and Accommodation**

On away productions, Contractors will be provided transport. Contractors allocated per vehicle according to legal limit.

When Contractors are required to remain on location, they will be accommodated and unless under exceptional circumstances agreed to by the Company, and communicated through to Contractors beforehand, each member will be provided with an individual room

If the Contractor travels by air, the Company shall be liable to pay the costs levied by the relevant airline in respect of 1 extra item of luggage over and above the airline's ordinary luggage allowance, it being recorded that the Contractor may be required to pack a stunt pad bag in order to provide the Services.

#### Travel Allowance

Per Diem means "daily" and is an allowance paid to compensate Contractors for personal incidental costs and meals when they are residing away from their normal place of residence for work/away shoots. Consequently Per Diems are to be received for every night away from home, in cash, prior to departure or arrival. No PAYE is deducted.

The *Per Diem* paid to Contractors for international travel shall be the same as any other crew member working on or providing services to the Production. For travel returning home, all meals falling within travel time are to be covered by the Company, or a half day per diem provided for such travel days not involving nights away from home.

Non-Shoot Day Remuneration	
Rehearsal Days	50% of Daily Rate for a half day (5 hours or less, excluding lunch) if pre-arranged by the stunt coordinator
	100% of Daily Rate if over 5 hours (excluding lunch)
	Standard overtime rates shall apply.
	Communication of whether a full or half day rehearsal is vital.
Call Back / Hair and Makeup / Wardrobe Fitting	The Contractor may be required to attend call back / hair & make-up / wardrobe fitting on a day other than the period of engagement, subject to the Contractor's professional availability.
	First call back < 1 hour = no fee, after which a pro rata payment of the agreed Daily Rate will become applicable.
	First (hair and make-up) & (wardrobe) < 2 hours = no fee, after which a pro rata payment of the agreed Daily Rate will become applicable.
	For second and subsequent attendances, a pro rata payment of the agreed Daily Rate will become applicable.

Cancellation / Postponement	
Less than 72hrs but not less than 48hrs	To be paid 25%
Less than 48hrs but not less than 24hrs	To be paid 50%
Less than 24hrs	To be paid 100%
If the entire shoot is cancelled less than five (5) working days prior to the day of the shoot, a cancellation fee will be negotiated, which fee shall not exceed a total of 50% of the total fee.	

# Weather Days

Weather day remuneration only takes effect once the day has been activated.

50% of the Daily Rate is payable if not called to set.

**70%** of the Daily Rate is payable if called to set and released within one (1) hour from call.

100% of the daily fee is payable thereafter.

Should a crew member have been confirmed, a Weather Day will become a normal Shoot Day, and standard cancellation fees will apply.

## General

- o Working hours do not include the first meal, unless stipulated by a Call Sheet with an early call.
- There will be a maximum of 6 hours between meals.
- o An evening meal must be provided on an Extended Day (12 hours after breakfast)