



## STUNT SERVICES AGREEMENT

entered into between

<b>Production Company:</b>	
Registration No.:	
Physical Address:	
Postal Address:	
Contact No.:	
E-mail Address:	
Signature:	_____
	Date:

(the "**Company**")

and

<b>Independent Contractor:</b>	
Identity No.:	
Physical Address:	
Postal Address:	
Contact No.:	
E-mail Address:	
Tax No.:	
Emergency Contact Name/Next of Kin:	
Emergency Contact No.:	
Driver Code / PDP:	

Allergies:	
Signature:	_____
	Date:

(the "**Contractor**")

and, if applicable:

<b>Services Company/Agent:</b>	
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 it is duly authorised to represent the Contractor in terms of this agreement and that the Contractor is familiar with and has agreed to be bound by the terms of this agreement.

### STUNT SERVICES SCHEDULE

<b>NAME OF PRODUCTION:</b>	
Production Type: <small>*Circle as appropriate</small>	Feature Film / TV Series / Reality Show / Commercial  Other:

<b>SERVICES:</b> <small>*Circle as appropriate</small>	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:	

<b>REMUNERATION</b>	
Minimum Daily Rate:	
Additional Amount in Excess of Minimum Daily Rate:	
Total Daily Rate:	

<b>CONTRACTOR BANKING DETAILS</b>	
Account Holder:	
Bank Name:	
Account No.:	
Branch Code:	
Account Type:	

<b>SPECIAL CONDITIONS</b>

## 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 together with Annexure "A". Annexure "A" has been populated with extracts from the South African Stunt Association Guidelines ("**SASA Guidelines**"). However, these extracts are guidelines only and may be amended by the parties as they see fit.

### 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 Annexure "A" under the heading "Working Days".
- 2.4. The Company shall ensure that the Contractor is afforded the daily, and weekly, "turn-around" time, as set out in Annexure "A" under the heading "Turn-Around Times".
- 2.5. In rendering the Services, the Contractor:
  - 2.5.1. shall exercise reasonable 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. to comply, to the best of his/her knowledge, with all prescribed safety requirements, as well as any prescribed laws or insurance requirements;
  - 2.5.4. shall not engage in any unlawful conduct or activity while rendering the Services including, but not limited to the, use of alcohol, possession, or use, of unlawful drugs or unlawful possession, or use, of any dangerous weapon or firearm; and
  - 2.5.5. 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**").

### 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 Company shall use best endeavours to ensure that the Anticipated End Date is not unduly delayed, without just cause.

### 4. REMUNERATION

- 4.1. The Contractor shall render the Services at the Daily Rate set out in the Stunt Services Schedule, subject to any provision for:
  - 4.1.1. premium pay for extra days worked per week as set out in Annexure "A" "under the heading "Recommended Weekly Rates", if applicable;
  - 4.1.2. **hourly rates** as set out in Annexure "A" "under the heading "Recommended Hourly Rates and Overtime", if applicable;
  - 4.1.3. **overtime** for each hour worked in excess of the standard working day as set out in Annexure "A" under the heading "Hourly Rates and Overtime", if applicable;
  - 4.1.4. extra pay in lieu of minimum daily or weekly turnaround times as more fully set out in Annexure "A" under the heading "Turn-Around Times", if applicable;
  - 4.1.5. premium pay for "**night shoots**" as more fully set out in Annexure "A" under the heading "Night Shoots", if applicable;
  - 4.1.6. premium pay for each day worked on a **Sunday** or a recognised **public holiday** in South Africa, as more fully set out in Annexure "A", under the heading "Weekly Rates", if applicable;

- 4.1.7. travel pay for **time spent travelling** to the set/location as set out in Annexure "A" under the heading "Travel Time", if applicable;
  - 4.1.8. where the Contractor is required to reside away from their normal place of residence in providing the Services, the Contractor shall be entitled:
    - 4.1.8.1. to a **daily stipend**, or allowance, as more fully set out in Annexure "A" under the heading "Travel Allowance", if applicable; and
    - 4.1.8.2. to be paid for each "**hold day**", or day off (other than a Company off day) as set out in Annexure "A", under the heading "Weekly Rates", if applicable;
  - 4.1.9. stand-by rates, as set out in Annexure "A", under the heading "Weekly Rates", if applicable; and
  - 4.1.10. non-shoot day pay for rehearsals, call-backs, hair and make-up sittings, or wardrobe fittings on the basis set out in Annexure "A" under the heading "Non-Shoot Day Remuneration", if applicable.
- 4.2. Unless otherwise agreed, the Company will remunerate the Contractor for Services rendered on the basis set out above, less any applicable statutory deductions, **on a weekly basis**, in arrears. The Contractor, or its mandated Service Company, must submit a valid tax invoice to the Company in respect of all amounts payable to the Contractor. The Company shall make all payments timeously as and when due. The Contractor shall be entitled to suspend performance of the Services in the event of payments owing to it being overdue. The Company shall provide the Contractor or its mandated Service Company 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, without set-off or deduction (save for statutory deductions), 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 be entitled to recover any expenses incurred by it in rendering the Services, where 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 shall accord the Contractor with credit on-screen or otherwise in connection with the Production.

## 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, unless otherwise agreed by the parties in writing.

## 7. **INSURANCE**

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, the Company indemnifies and holds the Contractor 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 the Company, or as a result of any breach of this agreement committed by the Company.
- 8.2. The Contractor has satisfied himself/herself as to the nature, extent and intricacies of the Services to 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. 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.

- 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
  - 8.3.3. 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;
  - 8.3.4. the location where the Contractor shall render the Services is safe and is compliant with applicable occupational health and safety legislation;
  - 8.3.5. all persons providing services on set are sufficiently trained in the performance of their duties, including but limited to, the proper and professional handling of any and all equipment that the Contractor may come into contact with;
  - 8.3.6. the Contractor will be made aware of all hazards on set that may affect him/her during his/her performance of the Services;
  - 8.3.7. sufficient risk control measures are in place to protect the Contractor during the performance of the Services; and
  - 8.3.8. it has taken reasonable steps to ensure that the Contractor has the ability and experience necessary to render the type of Services for which the Contractor is hired.

## 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.
- 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 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.
- 9.3. Without derogating from the above provisions, after publication by the Company of the Production, the Contractor shall be entitled to disclose his role in the Production for purposes of marketing his or her portfolio and experience.

## 10. DATA PROTECTION

The Company shall be entitled to use the Contractor's personal details for the sole purpose of, and strictly to the extent necessary, to enable the Company to fulfil its rights and obligations in terms of this agreement and in connection with the commercial exploitation of the Production ("**Purpose**"). The Company undertakes to protect, preserve and handle the Contractor's information in compliance with international best practice in relation to data-protection laws, including the EU General Data Protection Regulations, and shall not disseminate the Contractor's personal details to any third-party unless pursuant to the Purpose.

## 11. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise agreed in writing between the parties:

- 11.1. subject to clause 6, if the Contractor is required to play a role on-screen or is required to deliver dialogue in the Production, then the Contractor 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 solely for any purpose reasonably required by it to complete and/or market the Production in the ordinary course (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;
- 11.2. 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;
- 11.3. 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;
- 11.4. 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;
- 11.5. the Company use different iterations of the Services in different versions or adaptations of the Production.
- 11.6. Without derogating from the above, after publication by the Company of the Production, the Contractor shall be entitled to use photographs and reproductions and video and audio recordings of his or her Services in the Production for purposes of marketing his or her portfolio and experience.

## 12. GENERAL GUIDELINES

The Company and the Contractor agree to abide by the general guidelines set out in Annexure "A" as more fully set out under the heading "General", unless excluded or amended in writing.

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

- 13.1. 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 Annexure "A" 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 14 shall apply.
- 13.2. 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 Annexure "A" under the heading "Cancellation".
- 13.3. 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 Annexure "A" under the heading "Cancellation".
- 13.4. Either party (the "**Non-defaulting Party**") may terminate this agreement immediately on written notice to the other party (the "**Defaulting Party**") if:
  - 13.4.1. 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 5 working days of receipt of written notice by the Non-Defaulting Party Contractor calling upon the Defaulting Party to remedy the breach;
  - 13.4.2. in the case of the Contractor being the Defaulting Party, he/she breaches the provisions of clauses 2.5.4 or 9, or is otherwise late or absent (without reasonable explanation) on more than 5 occasions.
- 13.5. On termination of this agreement for any reason whatsoever, the Contractor will cease rendering all Services, with effect from the date of such termination.
- 13.6. The termination of this agreement shall not affect any rights or liabilities of either party that have accrued prior to the date of termination.

14. **WEATHER / FORCE MAJEURE**

- 14.1. 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, 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, or fires, explosions and floods beyond the reasonable control of the Affected Party), 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.
- 14.2. 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 Annexure "A" under the heading "Weather Days".

15. **DISPUTE RESOLUTION**

- 15.1. 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).
- 15.2. 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.
- 15.3. 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.

16. **ANTI-BRIBERY**

The parties warrant to each other that they shall comply with all anti-corruption laws, including the Financial Intelligence Centre Act No 38 of 2001. The parties warrant to each other that they have not made, and throughout the period of this agreement, 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, or any matter covered by this agreement.

17. **GOVERNING LAW**

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

18. **COUNTERPARTS**

This agreement:

- 18.1. may be signed in one or more counterparts all of which shall be considered one and the same agreement; and

shall become effective when a counterpart has been signed by each of the parties.

**Annexure "A"**

NOTE: this Annexure "A" has been populated in accordance with the SASA Guidelines but it is not prescriptive or final. It may be amended by the parties as they see fit.

<b>Working Hours</b>	
<b>Commercials</b>	All commercials to be worked on a standard working day of <b>10</b> hours
<b>Feature Films, Television Series, Reality Shows</b>	A standard NON-CONTINUOUS working day will consist of <b>12</b> hours, and will include a 1-hour <b>lunch break</b> 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.

#### Working outside of South Africa

When working outside of South Africa, a Contractor's rate should be negotiated with reference to rates currently being paid to equivalent stunt service providers in the relevant country. At a minimum the Contractor's rate should be paid 1.5 times the Daily Rate paid in South Africa.

Namibia and neighbouring African countries will be considered outside of South Africa.

#### Turn-Around Times

<b>Daily Turn-Around (the break between wrap on one day and call on the next day)</b>	No less than <b>10</b> hours
<b>Weekly Turn-Around on a 6-day week (the break between wrap on the work week and call of the following week)</b>	No less than <b>34</b> hours (24hours + 10hours turnaround)
<b>Weekly Turn-Around on a 5-day week (the break between wrap on the work week and call of the following week)</b>	No less than <b>54</b> hours - The end of the 5th day can be no later than 00:00 (midnight) and the start of the next working day will be 54 hours from wrap. <b>EG:</b> Should the 5th day be a Friday, the 5th day will end at <b>00:00 (midnight)</b> with the next working day being Monday with a call not earlier than <b>06:00</b> . Should the performer work <b>past 00:00 (midnight) on the 5th day</b> , it would be deemed a night shoot and Saturday will be the paid turnaround day, and a subsequent usual Turnaround of 34 hours apply before commencing the next work week

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 invaded hours, and added to the day's 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). Premium Rates (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). Normal rates will resume the day after the Contractor has been given an Off Day and this will be deemed to be first day of a new working week.

Should the Contractor be required to work a **Sunday or on a South African public holiday**, this day rate will be calculated at Premium Rate (1.5 times the Daily Rate).

If the Contractor is placed on standby, the Contractor shall be paid ½ of the Daily Rate. If the Contractor is not released from standby at least 10 hours before call time, the Contractor shall be paid the full Daily Rate.

Where the Contractor is required to reside away from their normal place of residence, the Contractor shall be paid at the Daily Rate for each "hold day" or day off other than the Company off day.

#### Hourly Rates and Overtime

<b>Commercials</b>	[•] <sup>th</sup> (recommended 1/10 <sup>th</sup> ) of the Daily Rate
<b>Feature Films, Television Series, Reality Shows</b>	[•] <sup>th</sup> (recommended 1/12 <sup>th</sup> ) of the Daily Rate
All overtime (additional hours in excess of the Working Day) to be calculated at <b>1.5 times the hourly rate</b> for the <b>first 4 hours</b> , thereafter <b>2 times the hourly rate</b> . Overtime is calculated in 15-minute increments.	

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

#### Night Shoots

<b>Commercials</b>	<p>For all Contractors on a daily contract for a production, the <b>first night shoot</b> of that production will be at <b>Premium Rate</b> (a rate of 1.5 times the daily rate)</p> <p>For all Contractors on a weekly contract, a <b>full Turnaround day will be given and charged for on the agreed crew rate</b>, after the last night of the night shoot</p>
<b>Feature Films, Television Series, Reality Shows</b>	<p>For all Contractors on a daily contract, the <b>first night shoot</b> per booking on a weekly rotation will be a <b>Premium Rate</b> (rate of 1.5 times the Daily Rate)</p> <p>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</p>
<p>A Night Shoot means a shoot in respect of which <b>call time</b> is <b>15h00 or later</b>. If a shoot is called between 12h00 and 15h00, but <b>continues after 24h00</b>, it will revert to being deemed as a Night Shoot.</p> <p>A Split Day is a working day that exceeds daylight hours, but not passed 24h00. This day is charged at normal rate.</p>	

#### Travel Time

<p>Travel Time applies for productions where 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 per 12.5km.</p> <p>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</p> <p>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)</p>
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#### Transport and Accommodation

<p>On away productions, Contractors will be provided transport. Contractors allocated per vehicle according to legal limit.</p> <p>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.</p> <p>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.</p>
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#### Travel Allowance

<p><i>Per Diem</i> 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, <i>Per Diems</i> are to be received for every night away from home, in cash, prior to departure or arrival. No PAYE is deducted.</p> <p>The <i>Per Diem</i> 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.</p>
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Per Diem: As per the most recent Subsistence Allowances and Advances recommendations published by SARS from time to time – Local and International.

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

<b>Cancellation / Postponement</b>	
Less than 48hrs but not less than 24hrs notice	To be paid <b>50%</b> (recommended rate 50%)
Less than 24hrs notice	To be paid <b>100%</b> (recommended rate 100%)
Cancellation of this agreement by the Company	<b>[INSERT CANCELLATION PENALTY]</b>

<b>Weather Days</b>
<p>Weather day remuneration only takes effect once the day has been activated.</p> <p><b>50%</b>(recommended rate 50%) of the Daily Rate is payable if not called to set.</p> <p><b>70%</b>(recommended rate 70%) of the Daily Rate is payable if called to set and released within one (1) hour from call.</p> <p><b>100%</b> of the Daily Rate is payable thereafter.</p> <p>Should a crew member have been confirmed, a Weather Day will become a normal Shoot Day, and standard cancellation fees will apply.</p>

<b>General</b>
<ul style="list-style-type: none"> <li>○ Working hours do not include the first meal, unless stipulated by a Call Sheet with an early call.</li> <li>○ There will be a maximum of 6 hours between meals.</li> <li>○ An evening meal must be provided on an Extended Day (12 hours after Camera call)</li> </ul>