

ZERO MODELS

Terms & Conditions for booking Models:

PREAMBLE

This document defines the standard operational procedures undertaken and agreed to by every client contracting with Zero Model Management (Pty) Ltd, Reg No: 97/14874/07 "Zero Models" for the procurement of services 'confirmed bookings' as supplied/undertaken by any Talent registered with Zero Models Agency. The terms and conditions herein apply to any model booked by any client, whether telephonically or reduced to writing. Such bookings will be confirmed by Zero Models and reduced to written confirmation per fax or email via booking confirmation and issue of the subsequent invoice. Any dispute with the content and or calculations submitted in an invoice from Zero Models must be communicated in writing to Zero Models within a maximum period of 7 days. Failing timeous notification by the client of any dispute, it is accepted by all parties, the documentation issued to be correct.

These 'Terms & Conditions' mark the basis of a legally enforceable contract between the client and the Model herein represented by Zero Models.

It pays particular attention to payment procedures, overtime and obligations, in order to pre-empt all possible grievances between parties, and supply a cohesive and realistic method of operation.

For the purposes of this document, the client is the Party contracting to purchase the services and or image rights (for publication or otherwise), and includes Promoters, Advertising Agencies, Publication Houses, Production Companies (Film, TVC and or Stills), the "Client" and "Zero" is the model agency.

1. CASTINGS

- 1.1 The client will provide Zero with a detailed briefing regarding their requirements for models and the anticipated usage.
- 1.2 Client will send the briefing with all relevant details (Film, TVC, Catalogue, Editorial, Advertising or Photo library usage, and specify the budget) to Zero. The name and details of the 'end user' client may not always be disclosed prior to the shoot being confirmed, however will be supplied upon request and in any event prior to or at the time of the Talent being confirmed.
- 1.3 All briefs and castings will be made in writing and sent by email or fax wherever possible.
- 1.4 "Select Castings" will have a list of pre-selected models at the door. All models not on the list will be turned away.
- 1.5 This system will be honoured unless the Client wishes to have an open casting. In such case, Open Casting will be stipulated on the casting brief.
- 1.6 Any requests for packs of z-cards on jobs without a Product listed, will be supplied with no obligation as regards rates or availability by Zero to supply the Talent.
- 1.7 Client will stipulate PRODUCT'S NAME once the job is confirmed to them. Client / Product must be disclosed by time of Casting or latest by the time of Option request.
- 1.8 Zero reserve the right to decline any casting request on behalf of their Talent / performers.
- 1.9 Production Managers will not propose models to any subsequent clients without prior discussion and agreement obtained by Zero.

- 1.10 Clients cannot take responsibility for models attending request castings to which they were not invited.
- 1.11 Any model attending a casting is de facto agreeing to work for the rates as quoted for that casting, unless agreed otherwise in writing by Client and Zero before such casting.
- 1.12 The fee quoted on the casting brief is final and will not be negotiated after the fact. It is the Model Agency's responsibility to educate models of this commitment.
- 1.13 Clients will retain whatever Z-cards unused and allow the model agency to collect them on a monthly basis.

2. WORK VISAS

pending further info from Home Affairs, the Agencies and Production Companies will continue to operate as follows

- 2.1 All models must be in possession of a valid work permit. The passport should reflect: Condition of stay - TEMP WORK VISA ISSUED FOR MODELLING WORK ONLY and will state the specific agency. A copy of this "temporary work visa for modeling work only" must be available upon request by the Client.
- 2.2 The onus rests on the Model Agency to arrange the necessary permit on behalf of the model.
- 2.3 Clients are authorised to see a valid work visa stamp upon request

3. CLIENT INFORMATION (SAASP Members)

The Client understands the Model Agencies requirement of including client contact details on contracts. However, disclosure of such details has prejudiced against some Production Companies in the past. Therefore:

- 3.1 SAASP members will not always disclose client contact details on contracts.
- 3.2 When client details are not given, SAASP contracts may state:
In case of dispute, (SAASP member) guarantees to provide full contact details on request, or in the absence of such undertaking the SAASP member will assume such responsibilities and undertakings and for all intent and purposes become the client of the Model Agency.
- 3.3 The person / client / or Production Company representative responsible for issuing payments on day rate or usage must be named on the contract, with contact details listed. (ie the person legally responsible for payment in the event of dispute).
- 3.4 The SAASP company may request that the model agency sign an official Restriction of Trade agreement, which would allow transparent discussion of company details.

4. MODEL RATES

- 4.1 Model Agencies at their discretion may provide rate cards for their Talent prior to the beginning of each season.
- 4.2 The Model Agency will undertake to price models according to the market; it is up to SAASP members to accept or reject the rate.
Please see Annexure A for recommended rates for 2005/2006 season
- 4.3 Editorial Rates for foreign magazines should range from R2500 pd inclusive.
- 4.4 This rate may be negotiated if the magazine is of very high international standard
- 4.5 Photolibrary clients will pay minimum daily rates of R5700 (Incl VAT and booking fee).

- 4.6 Advertising Rate is based on the NAMA Product Schedule
 4.7 Lingerie (but not swimwear) is accepted as Daily Catalogue Rate +10% of the full day rate

5. BUY OUT / USAGE (Royalties)

- 5.1 Catalogue: Catalogue is deemed to include one usage i.e. the catalogue.
 5.2 Other Usages: ALL other usages are deemed to be advertising and are therefore based on the advertising rate card and or model's advertising rate. This is dependent on Calibre of Model and Product Category.
 5.3 Advertising Usage - Based on the NAMA commercial guidelines See product list (Annexure B)
 5.4 Internet (1) Internet is NOT part of the catalogue daily rate. However it is recognized that many clients do use their catalogues on line. Therefore, NAMA have agreed a fee of R1000 + VAT for a CATALOGUE ONLY to be also available on the client's internet site. R200 + VAT for kids, R250 + VAT for 13-19yrs.
 5.5 Internet (2) Advertising on the internet will be calculated as per normal rates.
 5.6 Editorial: No extra buy out, editorial usage is not for resale. Production Companies Tear sheets must be sent by client to the production companies in order to be passed on to the agencies and models.
 5.7 Photolibrary: Any and all usage included in the fee.
IMPORTANT NOTE: If a client is shooting for a product or brand IT IS NOT PHOTOLIBRARY, IT IS ADVERTISING.
 5.8 Usages: All percentage usages are calculated against the FULL ADVERTISING DAY RATE of the model
 5.9 Usage is for 1 year unless otherwise stipulated.
 5.10 For Advertising Contracts, A **STILLS PERFORMERS CONTRACT MUST** be filled in and signed by the client/Production Company and the agent/model before the model steps foot on set. This is the responsibility of the Production Company, however the Model Agent will draw up the contract and send to Production Company if requested.
 5.11 A model/artist may NOT sign anything other than a time sheet.
 5.12 Model Agency will only sign contracts or release forms provided that they are in possession of a valid 'Power of attorney' and in such circumstances will make a copy available should the client so request one.
 5.13 Should any branded product become visible during a Product Library shoot, it is the responsibility of the SAASP member to stop the shoot until usage is cleared. The Model should additionally inform the Agency of any misuse.
 5.14 If a model/artist becomes aware that the shoot is in any way different to what he/she has been explained by their agent, Model has the right to stop shooting and clear it with their agent before continuing.
 5.15 If any additional usage comes to light after the job has been performed, and at a later stage, SAASP members will assist the Agency to recover all amounts due. SAASP members will also assist the Agency in the case of any possible law suits against their clients, in the supply of all the relevant documentation.

- 5.16 PACKAGE DEALS. Should a model/artist be confirmed for a job that was originally quoted as a package deal for a full day, but the client is only booking them for a half day then 75% of the original fee will apply.

6. CORRESPONDENCE IN WRITING

- 6.1 Clients, Production Companies are strongly advised to confirm all requests in writing and wherever possible the Model Agency will confirm and or follow up all option requests, bookings, contracts and shoot details **in writing**.
- 6.2

7. MODEL AGENCY WORKING HOURS

- 7.1 Zero Model Agency is open from 0900hrs - 1800hrs Monday through Friday, in the Summer season, (15 September – 15 May); and from 09.00 – 17.00hrs Monday through Thursday and half days until 12.30 on Fridays through the Winter season.(16 May – 14 September).
- 7.2 Options for future shoots will only be placed and accepted during these working hours.
- 7.3 Any options placed after hours telephonically should be confirmed in writing on the next possible working day, and will be confirmed in writing by the agency before 11.00am the following day.
- 7.4 Zero Model Agency Bookers are available on their cell phones after hours and over weekends for the following services
- | | |
|------------------------|---|
| 1800-2000hrs Mon-Fri | Model Bookings within the next 24hrs |
| Sat & Sun 1000-2000hrs | Castings, Urgent Options & Model Bookings within the next 24hrs |
- 7.5 Please note, SAASP members should inform their clients where possible that the deadline for booking models is 2000hrs. Zero Model Agency will strive to assist SAASP members with their requests from that time until 2100hrs.
- 7.6 Shoot details for confirmations for the following day will be finalised by 2100hrs daily.
- 7.7 Please note; Exception will always be made for crews arriving, scouting, casting and shooting within 24hrs of arrival. The SAASP member will notify the model agency of this situation well in advance.

8. OPTIONS

- 8.1 SAASP members will not issue blanket options to clients, and the Model Agency is under no obligation to provide options should these be requested.
- 8.2 Options will only be placed once a client has made a specific request for a model.
- 8.3 A first option ensures that the SAASP member is guaranteed the option on the model. The Model Agency must give the production company holding the first option 24 hours notice to confirm or release a first option.
- 8.4 (see 8.2) Options for future shoots will only be placed and accepted during Agency working hours – ie before 1800hrs on weekdays.
- 8.5 A first option held for the following day (24hrs) must be confirmed or released within one hour should it so be requested by the Model Agency.

- 8.6 A first option will automatically fall away at **1900hrs** the evening before the day in question. An exception will be made for clients arriving and casting on the same day.
- 8.7 Please note; Exception will always be made for crews arriving, scouting, casting and shooting within 24hrs of arrival. These shoots have a ONE HOUR window of confirmation or release of an optioned model.
- 8.8 All requests for options must be sent in writing by fax or e-mail, whenever possible.
- 8.9 Options requested on weekends are sometimes difficult to be done in writing, however, the SAASP member will ensure that the option is followed up in writing by Monday 10.30 am.
- 8.10 SAASP members will check all options status after any casting has taken place, and will release any models the client is not interested in. However, it is the duty of the Agency to phone the SAASP member when they need an option on a particular model to be confirmed or released. The SAASP member will endeavour to contact all agencies involved after the client has confirmed all models to release those models no longer required.

9. SHOOTING INFORMATION

- 9.1 DURATION OF BOOKING:

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
- 9.2 DAY SHOOT
Starts when the first shot is done at sunrise and finishes at sunset.
Charge as per normal rate
- 9.3 NIGHT SHOOT
Starts after sunset and finishes at sunrise
Charge at 1.5x 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 in 11.6 i & ii, unless shoot extends right through the night, which will action the night shoot rates at 1.5 day rate.

10. BOOKINGS, HOURS OF WORK, CALL TIME etc

- 10.1 Bookings start from the time of call, as instructed by the production manager and last until the final shot.
- 10.2 For a full day booking, if a team is shooting in Cape Town and breaks for lunch, and the model is released until the afternoon call time, then the time the model is released and away from the team does not count as working time. In the case of the model choosing to have lunch or relax with the team, the same rule applies as above.
- 10.3 When the team is shooting +40kms outside Cape Town, the lunch and rest time will not be charged for if it is **WITHIN TWO HOURS**
- 10.4 A day booking away on location finishes at the last shot, providing that the Production Company/SAASP member packs up and leaves the location within half an hour of completion. Otherwise overtime will apply.
- 10.5 Should the model arrive late for a call time and upset the timing schedule of the shoot, the client has the right to refuse the model on set at no cancellation fee.

- 10.6 SAASP members agree to do all model bookings in writing before the job takes place, and wherever possible the standard I.P.A. will be signed. All booking confirmations will state the following information
- Job Number
 - Name of the product
 - Name of the photographer
 - Name of the production manager on set
 - His / her cell phone number
 - type of shoot (advertising, editorial, catalogue or photolibrary)
 - the fee
 - the usage if advertising,
 - the overtime rate,
 - the date of the booking,
 - and whether the booking is for a half day or a full day.
- Such booking confirmation should also stipulate any specific request (weather booking, call time for weather booking, etc...)
- 10.7 SAASP members will advise their clients accordingly and undertake to forward the “Terms and Conditions” governing model bookings with Zero Models to their client before they come into the country.
- 10.8 These “Terms and conditions of model’s booking in South Africa” will also be displayed on “SAASP’s web site”, and each SAASP member is advised to attached them with their quote to their client.
- 10.9 Should a model arrive on set and find out that the job is in any way different to what he/she has been told, the model has the right to stop working and clear these issues with his/her agency. This model should not then be treated badly by the client or the production manager as a result hereof.
- 10.10 In extreme cases only, should a model’s booker not be available at the time the SAASP member wishes to make a booking after normal working hours, provided this booking is for the next following day, the SAASP member has the right to call the model directly to give him/her call time details. This extreme procedure can **only** take place if the SAASP member is holding a first option on the model concerned, and for such specific job/client only as optioned.
- 10.11 All first options for the next day are automatically released by 19H00 the night before, therefore **NO BOOKINGS SHOULD BE DEALT DIRECTLY WITH A MODEL AFTER 19H00Hrs.**
- 10.12 Should a Production Manager confirm a model/artist directly they undertake to leave a message on both the bookers cell and the agency answering machine to inform them that they have done so (in event of unavailability).
- 10.13 Should a model be unable to work and provide a valid doctor’s certificate as proof of incapacitation, this will be accepted by SAASP members.
- 10.14 However, it is the model agency’s responsibility to use their best endeavours to provide a suitable replacement for the shoot.
- 10.15 Should there be any doubt regarding the model’s illness, the SAASP member may, on request, refer the sick model to a SAASP-recommended doctor for a second opinion. (this consultation to be at the SAASP member’s expense)
- 10.16 No model will be allowed to work under the influence of alcohol or drugs, and any abuse will be grounds for instant dismissal with no rights to any payment.
- 10.17 The model’s agency may be requested to arrange for the model in question to undergo urine or blood testing at any time.
- 10.18 In the event of a shoot being cancelled because of a “sick” model, and the model is found not to be sick by the SAASP doctor, then the agency is responsible to pay a 100% cancellation fee equal to that of the model fee.

11. OVERTIME

- 11.1 Catalogue Overtime will be charged at +10% of the models day rate, for each hour of overtime or part thereof.
- 11.2 Editorial & Photo-library Overtime will be charged at +12.5% of the model's day rate, for each hour of overtime or part thereof.

12. SPLIT DAYS

- 12.1 A HALF DAY booking is understood to mean either morning OR afternoon.
- 12.2 A half day booking which overlaps both morning and afternoon (eg an 11am - 3pm shoot) should be negotiated in advance. In these circumstances, if the Model Agency are unable to take another possible booking for morning or the afternoon, the Agency has the right to charge a higher fee accordingly.
- 12.3 A Half Day booking which runs beyond the stipulated 5 hours will be charged at the standard overtime rate (+10% of daily rate per hour)
- 12.4 Cancellation of a half day pm booking must also be 24 hrs before the commencement of the job. i.e. by lunch time the previous day.

13. WEATHER BOOKING

Applies to Full and Half Day bookings. Should bad weather be expected, Clients/Production Companies/SAASP members, are advised to option additional weather days in order to secure models.

- 13.1 If a model is cancelled due to bad weather AFTER arriving on set, then a 100% cancellation fee will apply.
- 13.2 If the model is cancelled due to bad weather BEFORE arriving on set, then no fee is payable, provided the model is rebooked for the same period on another day on the same job.
- 13.3 If the model is not booked by the client again for any reason, then a 100% cancellation fee will apply.
- 13.4 If, however, the model is not able to make him/herself available again for any reason, no cancellation fee is applicable.
- 13.5 For morning shoots, production Companies have three weather calls. The final call must be made by 0900hrs.
- 13.6 In case of a full day shoot, the production company may attempt to re-start the shoot in the afternoon. In this case, another two-hour weather call may apply, upon consultation and agreement with the model agency.
- 13.7 If the artist/model is required by the Prod Company to hang around for a further weather call in the pm and the client does not use her/him then a fee of 25% of the day fee will be charged. This charge will be made irrespective, and has NO bearing on the day being picked up on another subsequent day.
- 13.8 Blues skies and no wind in Cape Town will be deemed to be the default weather conditions suitable for shooting in Cape Town.
- 13.9 Any client request for weather conditions different to the default of 13.8 must be included in writing on the booking form prior to the call time. Without this stipulation, cancellations due to bad weather will not be entertained.
- 13.10 If a Prod Co has a weather day booking and the Agency needs to confirm or release due to another client wanting to book the model, then the Prod Company must confirm the booking (without weather clause) or cancel within 1 hour of receipt of such notice.

14. RESHOOT

- 14.1 Reshoot is payable at 100% of the fee.
- 14.2 If the model is PROVEN not to 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 shot film to the agency before credit may be claimed.

15. CANCELLATION

- 15.1 The minimum Cancellation Period needed for a Confirmed Booking should be equivalent to the FULL PERIOD BOOKED. Eg a three day shoot should be cancelled 72hrs before the shoot. A one day, or half day shoot must be cancelled at least 24hrs before the shoot.
- 15.2 Bookings cancelled within this minimum period will be charged the full shoot fee, unless otherwise agreed by the agency.
- 15.3 Bookings cancelled outside the minimum Cancellation Period will not be charged.
- 15.4 This cancellation period and fee structure applies to cancellations made either by the Client, Production Company or by the Model Agency

16. INSURANCE

- 16.1 All SAASP members are covered by the following insurance:

Public Liability	R 4,000,000
<i>Personal Accident</i>	
Medical	R 50000
Disability	R 50000
Death	R 50000
- 16.2 No claims in excess of SAASP policy will be entertained. Terms and conditions of claim may be viewed via SAASP - AIB Insurance Policy.
- 16.3 Models must carry their own personal liability insurance.
- 16.4 Models may be asked to sign an indemnification against the SAASP member in the event of an accident.

17. INVOICING & PAYMENTS

- 17.1 OFFICIAL END OF SHOOT DATE
Official End of Shoot date will be stated on the casting brief wherever possible.
- 17.2 INVOICES
Invoices must be finalised and faxed to the production company as soon as possible but no later than seven (7) days from working day, to be received by Production Company wherever possible by the Official End of Shoot date.
- 17.3 QUERIES

Clients, Production Companies and/or SAASP Members will query any invoices within 7 days of the shoot.
Any query after this period is considered null and void and no discussion will be entered into.

Please note: compliance will ensure that the Client, Production Company, and/or SAASP member collates and processes all invoices promptly and in turn invoice their client. Any delay in receiving invoices from the Model Agency may cause delays in final invoicing to the client, the payment to the production company and therefore the payment from the production company to the Model Agency.

NB: If a Production Company requires a Model Agency to invoice the client directly, then this must be revealed to the Model agency at the time of booking. Failure to do so will result in the Model agency invoicing the Production Company and holding the production Company liable for payment directly.

17.4 If invoices are not in by the scheduled date, then none of the payment processes can apply.

17.5. PAYMENTS

- i) Clients, Production Companies, and/or SAASP members will settle all Model Agency invoices within 60 days of the Shoot.
- ii) Zero or SAASP members do not support cash deals outside the correct invoicing structure.
- iii) Payments schedules outside of the above must be negotiated separately, in writing and in advance of the shooting.

17.6 SURCHARGE PENALTY

- i) For all invoices outstanding over 60 days, a fee of 2% per month surcharge will be added
- ii) A further 2% per month surcharge will be added for every month or part thereof where payment is still outstanding.

17.7 SURCHARGE EXEMPTION

In such instance where the Production Company may provide written notification from the client so as to prove that they have not yet been paid; in such case, no surcharge will apply.

17.8 PAYMENT DEFAULT

In case of non-payment or part-payment only to SAASP clients, SAASP members undertake to pay Zero Model Agency a pro-rata settlement of the amount received. This pro-rata payment will be equal to that pro-rata portion of the deposit/final billing as has been received.

17.10 VAT PAYMENTS

VAT will be charged as per SARS regulations currently at 14% calculated on the Service Fee portion charged to the Client/Production Company only.

18. GRIEVANCE PROCEDURES – SAASP Member / Zero Agency
Disputes should be resolved between members directly wherever possible.

