**FIXED TERM EMPLOYMENT AGREEMENT**

**MADE & ENTERED INTO BETWEEN:**

**Production Company**

(hereinafter called **"The Employer"**)

and

Name of Employee

(hereinafter called **"The Employee”**)

##### 

*Any reference in this Agreement to "the Parties”, means the Employer and the Employee and any reference to “the Party” or “Party” means one of the two.*

**PLEASE READ THIS CONTRACT CAREFULLY:**

* If you have any problems understanding this Contract, please ask a senior member of Staff to help you
* Initial each page at the bottom right corner.
* Sign and fill in your personal details on the second last page.
* If necessary, make a copy for yourself and make sure you do not leave it lying around.
* The original must be returned to the Production Office prior to commencing employment.
* The Production office to hand the original to the Human Resource Manager.
* The contents of this Contract are strictly confidential and should not be discussed with other employees.

**CONTENT Page No:**

1. JOB FUNCTION 3
2. JOB DESCRIPTION 3
3. PERIOD OF EMPLOYMENT 3
4. NOTICE OF TERMINATION 4
5. PROBATION 4
6. REMUNERATION 5
7. DEDUCTIONS 5
8. WORKING HOURS 6
9. OVERTIME 6
10. ABSENCE FROM WORK 6
11. SICK LEAVE / MEDICAL CERTIFICATES 7
12. ANNUAL LEAVE 7
13. FAMILY RESPONSIBILITY 7
14. TRAINING 8
15. TRANSPORT 8
16. CAR USAGE AND/OR LEASE 9
17. USE OF PRIVATE CELL PHONE 10
18. INFORMATION DISTRIBUTION 11
19. CODE OF CONDUCT, GRIEVANCE AND DISCIPLINARY PROCEDURES 11
20. PERSONAL PROBLEMS, WORK RELATED PROBLEMS, CONFLICT   
    RESOLUTION 11
21. MISCONDUCT, UNPROFESSIONAL BEHAVIOUR 11
22. PUNCTUALITY 12
23. PERSONAL RESPONSIBILITY 12
24. USE OF ALCOHOL AND ILLEGAL DRUGS 12
25. UNAUTHORISED USE AND ABUSE OF EMPLOYER INTERNET AND   
    EMAIL FACILITIES 12
26. STUDIO AND LOCATION RULES AND REGULATIONS 12
27. POST PRODUCTION / DERIG OF STUDIO & LOCATIONS 13
28. ACCIDENT INSURANCE 13
29. INDEMNITY 13
30. DAMAGE TO EMPLOYER AND HIRED PROPERTY 13
31. STATEMENTS TO THE MEDIA AND/OR OUTSIDE PARTIES 13
32. RIGHTS 13
33. COPYRIGHT AND ANY OTHER INTELLECTUAL PROPERTY RIGHTS 14
34. OTHER WORK COMMITMENTS 14
35. FINANCIAL ENTITLEMENT ON SUSPENSION AND OR TERMINATION 14
36. EMPLOYMENT OF ALIENS,REFUGEES OR ILLEGAL RESIDENTS 14
37. JURISDICTION 15
38. SOLE AGREEMENT 15
39. DOMICILIUM 15
40. COSTS 15

ANNEXURE 1 – JOB DESCRIPTION 16

ANNEXURE 2 – PAYROLL DETAILS 18

ANNEXURE 3 – NOTICE TO ALL STAFF, CREW AND CAST RE LOSS,   
DAMAGE AND THEFT 19

ANNEXURE 4 **-** CONFIDENTIALITY AGREEMENT 21

**WHEREAS** the Employer agrees to employ the employee on a fixed term basis. This employment agreement is under the condition only that the employee will be serving for a limited duration, where after his/her employment is considered terminated by mutual consent on condition that the fixed term employee agrees to accept such particulars of engagement and conditions of employment hereinafter set out below, by signing this Agreement.

1. **JOB FUNCTION**

1.1 The Employee is employed in the capacity of: “Job” for the television production of **“Name of Show”**

1.2 All fixed term employees are employed by the Employer and assigned to productions. During the validity and within the scope of this agreement the Employer reserves the right and the employee agrees to be re-assigned to any of the Employer’s commissioned productions after consultation with the employee and their immediate superior, for the purposes of utilizing the employee’s productive capacity as per employer/employee relations.

1.3 In the event that an employee is re-assigned to another commissioned production of the Employer, conditions of employment governing the other production shall come in force, effective from day of re-assignment.

1.4 Re-assignment of an employee to another commissioned production of the employer shall be effected in consultation with the employee, but will never be against the will of the employee.

1.5 Re-assignment of an employee shall be effected in a manner that would not negatively impact on the employee’s working hours and earnings.

1.6 In the event of a re-assignment, an addendum to this Agreement will be drafted between both Parties.

**2. JOB DESCRIPTION**

2.1 Head Of Departments of each department will issue a job description, which is part of this Agreement and attached as Annexure 1.

2.2 Management reserve the right to review and adjust the job description from time to time depending on the requirements of the Department/Production in which the fixed employee is working.

# 3. PERIOD OF EMPLOYMENT

3.1 The fixed term employment agreement and the conditions contained herein will be in force and fixed for the period:

From: “Date” to “Date”

THE FIXED TERM EMPLOYEE IS EMPLOYED FOR A LIMITED DURATION AND SHOULD HAVE NO EXPECTATION OF AN AUTOMATIC RENEWAL AND/OR EXTENSION BEYOND THE EXPIRY DATE OF THIS AGREEMENT.

## 4 NOTICE OF TERMINATION

4.1 Termination of this employment relationship by either party will be based, provided there are no grounds for summary termination of the contract, on the provisions of the Basic Conditions of Employment Act or Industry Collective Agreement, whichever is applicable.

4.1.1 one week notice if the employee has been employed for 6 months or less;

4.1.2 two weeks notice if the employee has been employed for more 6 months but not more than a year;

4.1.3 four weeks notice if employee has been employed for a year or more.

4.2 The Employer shall be entitled to terminate this fixed term employment agreement at any time for reasons including but not limited to the following:

4.2.1 The fixed term employee found to be in breach of the Employer’s disciplinary code

of conduct. By signing this Agreement, the Employee understands and agrees to the companies’ code of conduct of which a copy can be collected from the Production Office.

4.2.2 The fixed term employee failing to fulfil or meet his/her obligations in terms of "Failure of Employee to settle own Accounts on Location or otherwise", "Punctuality and Professional Performance". "Personal responsibility for props, sets, art department items, makeup, wardrobe & sets, whichever is applicable", "COID", "Damage to Employer Property Or Vehicles" clauses or any other clause of this Agreement.

4.2.3 The fixed term employee being prevented by illness from fulfilling or meeting his/her obligations in terms of the "Punctuality & Professional Performance" clause of this Agreement.

4.2.4 The Client, being the broadcaster and/or any 3rd party, either having commissioned or funded the production, terminating the production contract with the “producer” as provided for in the Client/”Producer” production agreement.

4.2.5 Should the Employee arrive for work under the influence of drugs or alcohol or smelling of alcohol, or partake of drugs or alcohol during working hours, the Employer has the right to dismiss the Employee summarily.

# 5. PROBATION

5.1 N/A

**6. REMUNERATION**

6.1 Subject to the due fulfilment of the fixed term Employee’s obligations hereunder, and to the rights of suspension, dismissal and termination hereinafter set out, the Employer shall pay to the Fixed Term Temporary Employee a remuneration of **R XXXX per month** which shall be payable in arrears not later than the last working day of the month. Payment of salary will be by electronic transfer to your bank account as per details provided by the employee. In the event that the fixed-term of employment does not cover a full month, payment for the days worked will be paid on a pro-rata basis only.

6.2 The employee will provide the Employer with all requested payroll details as per annexure 2 of this Agreement.

6.3 The Employee understands and accepts that in the event that no contract is signed by both Parties, payment of any hours or time worked with the Employer can and will not be paid to the Employee. It is company’s policy that, irrespective of any verbal Agreement, payment to a fixed-term Employee can and will only take place after a signed contract between both Parties is in place.

6.2 Medical aid and pension or provident fund payments, by the Employer, are not applicable to fixed-term Agreements.

6.4 The Employer does not give loans or salary advances.

6.5 The employer does not offer a banking service or cheque cashing facility.

6.6 Salaries will not be paid in cash.

6.7 The Fixed-term employee must have a bank account as all (salary) payments will be made by electronic bank transfers only.

6.8 In the event that the Fixed-Term Employee is a “casual” worker for one day, he/she will not have to provide bank details but will be paid in cash for work done that day. The “casual worker” understands and agrees that he/she will be paid RXXXX for that day as earnings higher than RXXXX are taxable by SARS.

**7 DEDUCTIONS**

7.1In accepting the terms and conditions of employment, you hereby authorise the Employer to make the following deductions from your remuneration:-

7.1.1 TAX; Normal P.A.Y.E. deductions as per the Tax Tables as required by law will be made by the Employer unless a TAX DIRECTIVE from the Receiver of Revenue is produced confirming the percentage of tax deductible or waiver of tax, or an IRP 30 or a Tax Exemption Certificate. These documents should be made out in the name of the Production Company. In terms of an Employer or Close Corporation, tax of 34% will be deducted unless a Directive or Tax Exemption Certificate is produced in the name of the Production Company;

7.1.2 Deductions will be made in lieu of monies / petty cash floats owed to the Employer and not reconciled as per the accountant’s instructions;

7.1.3 Deductions will be made in lieu of unpaid leave, and unauthorised absence from work;

7.1.4 Deductions will be made in lieu of loss, theft or damage to props, wardrobe items, equipment, vehicles and other Employer property as a result of personal negligence;

7.1.5 UIF contributions will be deducted according to statutory requirements;

7.1.6 Deductions will be made in lieu of abuse of Employer facilities e.g. excessive abuse of telephones, computers, internet facilities and stationery.

**8. WORKING HOURS**

## 8.1 Not withstanding clause 9 hereunder, you are employed on a six-day week with no fixed working hours owing to the nature of the position you have been employed, and the norms of the television and film industry. You will be expected to work such reasonable hours on ordinary working days, as well as on weekends and public holidays as required of you by the exigencies of the affairs of the Employer and the production on which you are employed. Hours of work per day during a given working week shall not include travel time to and from work.

## 8.2.1 An ordinary day of work in the office is anticipated to be (10) ten hours.

## 

## 8.2.2 An ordinary day of work in studio is anticipated to be (12) twelve hours.

## 8.3 Should time-off be granted utilisation will be approved to occur during a working week utilising ordinary working days at appropriate intervals arranged with the Producer.

8.4 A normal working day will include mealtimes, which will not exceed (30) thirty minutes each or as otherwise specified by the Producer. During weekdays, the Employer undertakes to provide a light lunch at the office, as well as tea and coffee during the day.

# 9. OVERTIME

9.1 Overtime payment is not applicable. Normal and standard-practice job activities require that some members of staff need to prepare after the day’s shooting for the following day’s shoot and this will not be regarded as overtime.

# 10. ABSENCE FROM WORK

10.1 No holiday leave, paid or not, may be taken during the period of validity of this agreement unless such leave coincides with official Production breaks and/or time-off due or otherwise arranged with the Producer.

10.2 Absence from work, other than absence as a result of unforeseen ill-health reasons, would be allowed subject to written approval of your immediate superior and/or executive producer. Unauthorised absence from work will not be paid.

# 11. SICK LEAVE / MEDICAL CERTIFICATES

11.1 The fixed term employee is required to inform the Producers of ill health or absence from work.

11.2 If the Employee has to undergo emergency medical treatment, written confirmation from the Medical Practitioner must be received by the Producer as soon as possible.

11.3 Any future Medical treatment, surgery, or Doctor’s appointments should be conveyed to the Producer in advance and a Doctor’s letter to confirm the appointment should be submitted thereafter.

11.3.1 Sick leave is not accumulative and therefore cannot be paid out on termination of service, nor can it be carried over.

11.3.2 Medical certificates or letters are required from your Medical Practitioner for each day of sick leave if more than 2 days absent from work.

11.4 Letters or certificates will be accepted only if issued and endorsed by a registered Medical Practitioner only. The Producers reserve the right to ask for verification of all sick leave or to request confirmation from the Doctor concerned.

11.5 Paid sick leave is calculated on the basis of 1 day sick leave per month of active duty Sick Leave will not be paid unless a Medical Practitioner’s note has been received and a sick leave form completed and lodged with the Production Office.

11.6 The Employer reserves the right to terminate the Agreement, with immediate effect, in the event of illness which will endanger progress of the production. The Fixed-Term Employee understands and agrees that he/she will not be entitled to claim further salary payments and/or compensation from the date of termination.

# 12. ANNUAL LEAVE

12.1 Annual leave conditions will be as per provisions of the Basic Conditions of Employment Act. All essential absences from work must be pre-arranged with the relevant HOD and the relevant documentation completed with the Production Accountant. Unauthorised absence from work will not be paid and could result in disciplinary measures being instituted. Where production breaks are applicable, such breaks shall be set off against annual leave entitlement.

**13. FAMILY RESPONSIBILITY LEAVE**

13.1 Fixed-term Employees employed for 4 months or longer, will be given three (3) days paid leave per 12 month cycle of continuous employment with the Employer. This leave cannot be accumulated from one 12 month cycle to another.

13.2 The Producers are entitled to request written proof or verification of the Family Responsibility Leave.

**14. TRAINING**

14.1 This offer of employment and your Job Description is subject to your commitment to train other production members, replacements, and Interns towards improving their skills should it be required. This is a commitment of the Production Company and forms part of the Skills Development Programme.

# 15. TRANSPORT

* 1. **TO AND FROM WORK**

The fixed term employee undertakes to transport herself/himself to and from work at his/her own expense. The fixed term employee undertakes to transport herself/himself to the Production Office which is currently situated at the “Address” but could be located within a 100km radius of Gauteng.

15.2 Should the transport obligation affect job performance where the fixed term employee is unable to fulfil this obligation, the Producer shall have the right to terminate this Agreement.

**16. Car usage and/or lease**

16.1 All employees driving a car for a “Production Company” production, irrespective of the fact whether it is the Employer’s car or car rental, must be over 23 years of age and submit a copy of their (legitimate) driving license to the Employer.

16.2 In the event of a car owned by “Production Company”, the following applies:

16.2.1 Logbook: Before filling in the logbook, you will always check the mileage of the vehicle, in order to make sure that the driver before you has correctly filled in the logbook. You then fill in the following details: a) your name b) date and time c) destination d) mileage at start e) mileage at end of trip. Irrespective of the fact that you make one or more trips, you will have to fill in all the details for each trip that you make. In the event that you don’t fill in the details as per this clause, you may be liable for all damages and/or claims that might occur. All related costs will then be deducted from your salary of that month. You will furthermore be liable for a disciplinary hearing.

16.2.2 The vehicle is to be kept clean at all times.

16.2.3 The vehicle will be insured by the Employer; however, should it be damaged and/or persons are injured, due to negligence by you, the cost of the repair, or the excess on the insurance claim, or any 3rd party claim will be payable by you, and deducted from your salary of that month.

16.2.4 You agree, accept and understand that you are not allowed to make private trips with the car at all. If the log book shows incorrect mileages during the period that you drove the car or for one particular trip, you will be responsible for that mileage and you will also pay the costs for that mileage, which will amount to RXXXX per kilometre. The mileage charge is reviewed annually. Please also note that in this event you will also be liable for a disciplinary hearing for not following Employer policies and being in breach of this Agreement.

16.2.5 All speeding fines and/or other car related fines, which are a result of you driving the car will be deducted from your salary for that month.

16.2.6 When you have finished your trip, you will park the car in the parking garage at “Production Company” office in ”Address” or a secure area designated by the Producer. All vehicles fitted with steering and gear locks, must be used at all times. In the event of parking the car at “Production Company” office in “Address”, you will leave the car keys with the MD’s PA only; in the event that this person is not available you will leave the car keys with the Finance Director. In the event that none of the above situations apply to your situation, you will discuss a solution with the executive producer or series producer of your production only. In no event will you not contact them and come up with a solution yourself. Never leave the car keys at reception!

16.2.7 You will, under normal circumstances, not be allowed to give the car to somebody else and/or have somebody else driving the car unless required by the Producer in writing. In the event that any of these two occasions occur, the driver of the car as per this agreement and in the absence of the Producers request in writing, accepts and understands that he/she is fully liable for whatever the consequences will be from these two occasions and will be liable for a disciplinary hearing.

16.2.8 Any damages to the car must be reported immediately to the production staff as per clause 6 above. Failure to do so will result in you being liable for the total damage and will result in a disciplinary hearing.

16.3 In the event of a car rental, in the name of the the Employer, the following applies:

16.3.1 Logbook: Before filling in the logbook, you will always check the mileage of the vehicle, in order to make sure that the driver before you has correctly filled in the logbook. You then fill in the following details: a) your name b) date and time c) destination d) mileage at start e) mileage at end of trip. Irrespective of the fact that you make one or more trips, you will have to fill in all the details for each trip that you make. In the event that you don’t fill in the details as per this clause, you will be liable for all damages and/or claims that might occur. All related costs will then be deducted from your salary of that month. You will furthermore be liable for a disciplinary hearing.

In most circumstances the rental car will not contain a logbook. You will ask the executive producer and/or series producer for such a logbook as to be able to fulfill your obligations hereto.

16.3.2 The vehicle is to be kept clean at all times.

16.3.3 The vehicle will be insured by the rental company or another stipulated insurance company. Should the rental company be insuring the vehicle you will have to sign on behalf of Endemol and yourself; however, should it be damaged and/or persons are injured due to negligence by you, the cost of the repair, or the excess on the insurance claim, or any 3rd party claim will be payable by you, and deducted from your salary of that month.

16.3.4 You agree, accept and understand that you are not allowed to make private trips with the car at all. If the log book shows incorrect mileages during the period that you drove the car or for one particular trip, you will be responsible for that mileage and you will also pay the costs for that mileage, which will amount to

RXXXX per kilometre. The mileage charge is reviewed annually. Please also note that in this event you will also be liable for a disciplinary hearing for not following Employer policies and being in breach of this Agreement.

16.3.5 All speeding fines and/or other car related fines, which are a result of you driving the car will be deducted from your salary for that month.

16.3.6 When you have finished your trip, you will bring the car back to the rental Company and make sure that you together with an authorized person from the rental Company inspect the car for damages. Please ensure that you have filled the vehicle with fuel before returning it. This prevents the rental Company billing us exorbitant costs for fuel. When both parties have signed off, you will take the signed document and car keys (if applicable) to the following responsible persons. In the event that you return the car other then with the rental Company directly then the following applies with respect to returning the key:

Productions at “Production Company’s” office in “Address”: the MD’s PA or, in the event that she not available: Finance Director.

In the event that none of the above situations apply to your situation, you will discuss a solution with the executive producer or series producer of your production only. In no event will you not contact them and come up with a solution yourself.

16.3.7 You will, under normal circumstances, not be allowed to give the car to somebody else and/or have somebody else driving the car unless required by the Producer in writing. In the event that any of these two occasions occur the driver of the car as per this agreement and in the absence of the Producers request in writing, accepts and understands that he/she is fully liable for whatever the consequences will be from these two occasions and will be liable for a disciplinary hearing.

16.4 In the event of a private car rented to the Employer, the following applies:

16.4.1 If you are hiring your vehicle to the production for any length of time, this will be subject to the terms of a separate written agreement

16.4.2 Should you be required to use your private vehicle for ad hoc business (this should be cleared with your relevant HOD in advance), you will be re-imbursed at a rate of RXX per kilometre business travel using personal vehicle on presentation of an official Employer travel claim form approved by your immediate superior. Please note that the travel claim rate is reviewed annually. Even if you use your private vehicle for ad hoc business you are obliged to sign the separate written agreement.

**17 USE OF PRIVATE CELL PHONE**

17.1 Should the production require you to use your private cell phone, usage will not be re-imbursed unless used for essential business only, e.g. out of the office business calls and in emergencies only.

17.2 Re-imbursement will be made on presentation of an official printout from the Cell phone Service Provider. Please clear authorization with the Producers prior to using personal cell phone for business purposes.

**18. INFORMATION DISTRIBUTION**

18.1 It is the responsibility of each fixed term employee to clear mail of their own from mail trays if available and read memos and check notice boards for information concerning schedule changes, meetings and other Production information etc. Boards and pigeon holes must be cleared regularly.

**19. CODE OF CONDUCT, GRIEVANCE & DISCIPLINARY PROCEDURE**

19.1 The SA Code of Conduct Grievance Procedure and Disciplinary Policy shall apply and copies are available in the Production Office for your perusal during working hours. If you have difficulty understanding the Code, please request an explanatory meeting, otherwise it will be taken for granted that you understand the documents. By signing this Agreement, the Employee understands and agrees the Company’s Code of Conduct, policies and Conduct Grievance Procedure and act accordingly.

# 20. PERSONAL PROBLEMS, WORK RELATED PROBLEMS, CONFLICT RESOLUTION

20.1 Employees are required to follow correct procedures in dealing with the issues as per the heading if this clause 20. Problems should be discussed firstly with the HOD of the relevant department. Should this procedure fail, the problem should be put in writing and be addressed to the Human Resources Manager for advisory input.

**21. MISCONDUCT, UNPROFESSIONAL BEHAVIOUR**

21.1 The fixed term employee agrees to maintain the standards of behaviour and decorum set by the Employer and in no way whatsoever to do or say anything that may embarrass or adversely affect goodwill, reputation and integrity of the Employer.

21.2 From time to time Clients and Production Company Management may visit the location or studio and should be treated accordingly.

21.3.1 Threats of violence or harmful behaviour towards colleagues is a dismissible offence.

21.3.2 Sexual harassment is a dismissible offence.

21.3.3 Swearing, insulting colleagues, racist remarks and foul language are not acceptable and might result into a disciplinary hearing.

21.3.4 Insubordination and disrespect towards colleagues is a dismissible offence.

21.3.5 Unauthorised use or possession of Employer property is a dismissible offence.

21.3.6 Fraud and/or Theft is a dismissible offence.

21.3.7 Personal appearance should be neat and presentable.

21.4 Should the Employee fail in this regard, the Employer will have the right to invoke the "Notice and Termination" clause of this agreement and/or request for disciplinary hearing.

**22. PUNCTUALITY AND PROFESSIONAL PERFORMANCE**

22.1 The fixed term employee undertakes at all times to be punctual and to work uninterruptedly and conscientiously and to the best of his/her job function to requirements and satisfaction of the Employer who will have the right to invoke the "Notice and Termination" clause of this agreement.

**23. PERSONAL RESPONSIBILITY**

23.1 In accepting employment in terms of this Agreement, the fixed term employee confirms that he/she is professionally qualified and suitably experienced to fulfil the obligations expected of him/her and that his/her CV is a true and honest reflection of his/her work experience and qualifications.

23.2 The fixed term employee therefore accepts that he/she could be held personally responsible for any loss, damage or theft that could be attributed to negligence and/or incompetence on the part of the fixed term employee in carrying out the duties that he/she is employed. The fixed term employee will not pledge the credit of the Employer, order goods or incur any liability for the account of the Employer without specific authority.

## 24. USE OF ALCOHOL AND ILLEGAL DRUGS

24.1 Alcohol and illegal drugs may not be brought onto the workplace. Should any staff member arrive at work under the influence of drugs or alcohol, or smelling of alcohol, or consume illegal drugs or alcohol during working hours, the Employer has the right to dismiss the Employee immediately, with no exceptions.

## 25. UNAUTHORISED USE AND ABUSE OF EMPLOYER INTERNET AND EMAIL FACILITIES

25.1 Only staff members that require using the Internet and email facilities for work purposes will be permitted to do so. However, this usage should be confined to purposes of professional use, inter-Employer communication and research only.

Forwarding of abusive and/or obscene emails, visiting or downloading abusive and/or obscene Internet material, printing out of material that is not work-related, using the Internet for private purposes during working hours can result in disciplinary action and termination of employment and recovery of costs.

25.2 Employees using these facilities undertake to do so with professional care and respect to the Employer and hereby authorises the Employer to monitor their use of the facilities.

**26. STUDIO AND LOCATION RULES AND REGULATIONS**

26.1 The fixed term employee shall at all times conform to and observe all studio and location regulations including the prohibition of smoking, eating, drinking, absolute silence on set or on location where indicated and requested by the Employer. Should the Employee fail in this regard, the Employer will have the right to invoke the "Notice and Termination" clause of this Agreement.

## 27. POST PRODUCTION/DERIG OF STUDIO AND LOCATIONS

27.1 Final salaries will not be paid until all technical equipment, sets, propping, petty cash, inventory and office equipment have been de-rigged, returned, packed up and accounted for.

27.2 Accurate inventories must be completed and signed off by the Producers.

27.3 Written confirmation of all returns will be required from the relevant hire companies.

**28. ACCIDENT INSURANCE**

28.1 The fixed term employee will be covered under the Compensation for Occupational Injuries and Diseases Act (COID) (previously the Workmans’ Compensation Act) but will have to be able to proof that the Employee has attended work on the relevant day(s).

**29. INDEMNITY**

29.1 The employee indemnifies the Employer and its representatives against all claims by himself/herself, his/her heirs, agents, trustees, or legal representatives for damages as a result of personal injury and/or death while employed in terms of this agreement.

# 30. DAMAGE TO EMPLOYER AND HIRED PROPERTY

30.1 Should the Employee cause damage to any Employer property, equipment or vehicles as a result of the Employee’s negligence or as a result of being under the influence of drugs or alcohol, the Employer shall be entitled to claim from the Employee, and invoke the "Notice and Termination" clause of this Agreement.

**31. STATEMENTS TO THE MEDIA AND/OR OUTSIDE PARTIES**

31.1 The employee will not without the previous express authority in writing of the Employer, directly or indirectly, make or furnish any statement, photograph, announcement or information relating to the said TV Series/Film or connected therewith or any of the affairs of the Employer to any journalist or critic, or to any newspaper or publication whatsoever, or to any person through whom or in circumstances in which the repetition of such statement, announcement or information or the delivery of such photograph to any such newspaper or publication might reasonably be anticipated.

31.2 The employee shall not permit any person to make known, directly or indirectly by advertisement, press notice, or otherwise, that he/she has been contracted to do or perform any act or services contrary to the terms of this Agreement.

31.3 The Employer shall have the right to institute proceedings against the employee and the employee undertakes to provide all such assistance as may be required by the Employer in respect of the above.

## 32. RIGHTS

32.1 The employee agrees that the Employer shall have the worldwide rights to use in any manner whatsoever any material made or obtained by the Employer under and by virtue of this agreement, and hereby abandons all claims of whatever nature the employee may have in respect of the same, regardless of the manner in which the same may be used by the Employer.

**33. COPYRIGHT AND ANY OTHER INTELLECTUAL PROPERTY RIGHTS**

33.1 The Employee acknowledges that the Employer shall by operation of law become the owner of the copyright and any other intellectual property rights in any work, which is eligible for copyright and which is created or executed by the Employee, whether alone or with others, in the course and scope of the Employee’s employment.

Insofar as it may be necessary, the Employee cedes and assigns to the Employer the copyright any other intellectual property rights on any work created or executed by the Employee, whether alone or with others, in the course and scope of the employment with the Employer.

33.2 The Employee undertakes not to exercise any residuary rights in respect of any work created or executed by the Employee, whether alone or with others, in the course and scope of the employment with the Employer.

**34. OTHER WORK COMMITMENTS**

34.1 The employee agrees not to accept or commit herself/himself to any other work or undertaking during the period of this Agreement on weekdays or weekends, without prior written disclosure to and consent of the Employer through a duly authorized representative of the Employer. Engagement of other work commitments outside this agreement and during its validity, without prior written disclosure to and consent of the Employer, amounts to breach and may result in the application of disciplinary measures and termination of this Agreement.

# 35. FINANCIAL ENTITLEMENT ON SUSPENSION AND/OR TERMINATION

35.1 In the event of the Employee being dismissed for whatever reason, his/her financial entitlement in full settlement shall be:

35.1.1 Remuneration for work done or executed only and services rendered prior to the dismissal or termination as per "Remuneration" clause of this agreement less outstanding loans, petty cash floats, PAYE, UIF, Acknowledgements of Debt, Unauthorised Absences from Work prior termination, outstanding telephone accounts, and other legally required deductions.

35.1.2 With pay during the period of suspension pending the outcome of Investigations, unless it has been decided that suspension will be without pay.

35.1.3 Notice remuneration as per clause on NOTICE OF TERMINATION, if the termination of employment is deemed and/or warrants being with pay.

**36. EMPLOYMENT OF ALIENS, REFUGEES OR ILLEGAL RESIDENTS**

36.1 The Employer does not employ aliens or persons without legal and valid South African ID documentation or Work Permits. Should an Employee require a Work Permit, employment with the Employer will not commence until the Producers have received the Work Permit. The Applicant therefore undertakes to accept personal responsibility and liability to apply for and renew Work Permits when necessary. Work Permits must be lodged with the Production Office.

36.2 By signing and accepting this Agreement, the Temporary Employee confirms that he or she is:

1. A South African Citizen
2. Or is authorised to reside and work in South Africa
3. has an original and valid South African ID document and birth certificate.
4. or has valid Work Permit Documentation

**37. JURISDICTION**

37.1 This Agreement shall in all respects be construed according to the Laws of the Republic of South Africa and employment practices for the industry of this country, and the parties consent to the jurisdiction of the South African courts.

**38. SOLE AGREEMENT**

38.1 This Agreement constitutes the sole Agreement between the parties and shall be regarded as the only valid Agreement.

**39. DOMICILIUM**

39.1 The parties hereby choose as their domicilium citandi et executandi the addresses as set out below:

**The Employer:** Address

Telephone number

Production Office: ……………………………..

……………………………..

…………………………….

**40. Costs**

40.1 The costs for drafting and closing this Agreement will be born by the Production Company.

THUS DONE AND SIGNED AT ..................... ON THIS....... DAY OF ............... 20....

...................................... ..…………………………………

THE EMPLOYER NAME IN FULL

I, the undersigned have read, understood and accept the Terms and Conditions of this Agreement.

THUS DONE AND SIGNED AT ............... ON THIS...... DAY OF ................ 20....

....................................... ..…………………………………

THE EMPLOYEE NAME IN FULL