



FOSAC CASTINGS – PRIVACY POLICY (POPIA COMPLIANT)

Last updated: 2025

FOSAC Castings (“FOSAC”, “we”, “us”) is committed to protecting the personal information of all performers, clients, and website users in accordance with the **Protection of Personal Information Act (POPIA)**.

This Privacy Policy explains:

- What personal information we collect
- Why and how we use it
- When it may be shared
- How it is stored and protected
- Your rights under POPIA

By registering with FOSAC, submitting information, or using our services, you agree to the terms of this policy.

1. Information We Collect

Personal Information

- Full name
- Date of birth
- Contact number
- Email address
- Physical address

- Emergency contact
- ID or passport number
- Certified copy of ID (not older than 3 months)
- Valid work permit / asylum documentation (where applicable)

Professional Information

- Photos (headshots, mid-body, full-length)
- Videos or self-tapes
- Skills or languages
- Measurements
- Wardrobe and appearance information
- Work history with FOSAC
- Availability and preferences
- Banking details (for payment)

Technical & Website Information

- Device information
 - Cookies and usage data
 - IP address
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2. Why We Collect Your Information

Your information is collected for legitimate casting and operational purposes, including:

- Registering talent
- Booking performers for productions
- Submitting profiles to casting directors and production teams

- Communicating calltimes, briefings, and availability
- Verifying identity for security and access control
- Processing payments once production pays FOSAC
- Record-keeping, compliance, and safety

We only collect information that is necessary for agency operations.

3. How We Use Your Information

Your information may be used to:

- Contact you for casting opportunities
- Confirm and coordinate bookings
- Provide your details to productions requiring them
- Submit your profile to casting teams
- Share your images or work information with wardrobe, makeup, ADs, and production
- Process payments owed to you
- Maintain internal administrative records
- Display your photos on our website or social media for talent representation or agency promotion

We **never sell** your personal information to third parties.

4. Sharing Information With Third Parties

FOSAC may share relevant information with:

- Production companies
- Casting directors
- Wardrobe, makeup, and continuity teams

- Security teams for location access
- Payment departments at productions
- Industry regulatory bodies (only if legally required)

FOSAC does **not** share your personal information with entities not directly involved in casting or production.

5. Photos, Videos & Media

By submitting your photos or videos, you agree that:

- FOSAC may use your images **for casting submissions, talent profiles, and agency promotion.**
 - FOSAC may display your photos **on our website and social media pages** for representation purposes.
 - FOSAC may submit your photos and profile to production teams as part of the casting process.
 - FOSAC will not sell or misuse your photos, videos, or personal information.
 - You may request removal of your photos from our website or social media at any time (unless the images relate to published work, promotional material, or production-approved posts).
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6. How We Store & Protect Your Information

Your information is stored securely using:

- Password-protected devices
- Encrypted cloud storage
- Internal access-control policies

Only authorised staff have access to your data.

We take reasonable steps to prevent:

- Loss or damage
 - Unauthorised access
 - Sharing or modification of your data
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7. Performer Rights Under POPIA

Under POPIA, you have the right to:

- Access your personal information
- Request changes or updates
- Request deletion (unless legally required to retain it for payment or compliance)
- Withdraw consent where applicable
- Object to the processing of your information
- Lodge a complaint with the Information Regulator

Requests can be emailed to: info@fosac.co.za

8. Data Retention

We retain your information only for as long as necessary for:

- Casting purposes
- Legal and accounting requirements
- Record-keeping
- Safety and dispute resolution

You may request removal from our database at any time unless retention is required by law.

9. Website & WhatsApp Use

By using our website, WhatsApp channels, or registration forms, you consent to:

- The collection of information required for casting communication
 - Basic website analytics and cookie use
 - Being contacted regarding casting opportunities
 - Receiving updates, calltimes, availability checks, and relevant communication
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10. Policy Updates

This policy may be updated periodically.
The latest version will always be available on our website.

11. Contact Information

For privacy queries, data corrections, or removal requests:

 info@castings.fosac.co.za



FOSAC CASTINGS – CONTINUITY POLICY

1. Purpose

Continuity ensures that scenes filmed on different days match perfectly. When a performer is booked for a **continuity role**, all assigned shoot days form **one complete job**, and not separate independent days.

2. What a Continuity Booking Means

By accepting a continuity booking, the performer understands that:

- All linked shoot days form **one continuity block**.
 - Payment is earned **only once the entire continuity block is completed**.
 - Missing any required continuity day results in the **continuity block being broken**.
 - Continuity includes wardrobe, hair, makeup, and the performer's physical appearance.
 - Performers must repeat the **same actions and movements** as per previous scenes.
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3. Performer Responsibilities

Performers booked on continuity must:

- Arrive **on time** for every linked continuity day.
- Maintain **identical wardrobe** each day, unless production approves a change.
- Maintain **consistent hair, makeup, and appearance**.
- Perform the **same movements and background action** unless instructed otherwise.
- Communicate **immediately** if any issue may affect calltime, appearance, or attendance.

- Follow all instructions from the **1st AD, 2nd AD, Wardrobe, and Production teams.**
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4. Breaking Continuity

Continuity is considered **broken** when a performer:

- Fails to report at the confirmed calltime.
- Leaves set without authorisation.
- Is unreachable or fails to communicate with the agency or production.
- Fails to maintain required wardrobe or appearance.
- Is replaced by production due to lateness, non-communication, or absence.
- Makes unauthorised changes affecting continuity.

Once continuity is broken, production may:

- Be unable to use previously filmed scenes,
 - Incur reshoot costs,
 - Replace the performer entirely.
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5. Payment Conditions

FOSAC applies the following industry-standard continuity rule:

- **Continuity = 100% of the daily rate.**
- If continuity is broken at any point, **payment for the continuity block cannot be released**, even if the performer attended the first day.
- This is not a penalty but a condition of the booking structure.

This policy:

- Protects FOSAC's reputation with productions,

- Ensures fairness across all performers, and
 - Follows standard film/TV industry practice for continuity roles.
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6. Exceptions

FOSAC will consider exceptions **only in the case of genuine unavoidable emergencies**, which must be:

- Communicated immediately,
- Supported with proof, where applicable, and
- Approved by production.

Production has final discretion over continuity decisions.

7. Acknowledgement

By accepting a continuity booking with FOSAC Castings:

- The performer confirms they understand and agree to this Continuity Policy,
- The performer accepts that continuity days form a single booking,
- The performer acknowledges that breaking continuity affects the entire production process,
- The performer recognises that payment is conditional on completing all continuity days.



FOSAC CASTINGS – DISPUTE RESOLUTION & COMMUNICATION POLICY

Last updated: 2025

This policy outlines how performers must communicate with FOSAC Castings and how disputes will be handled.

It exists to ensure respectful, professional, and efficient communication between performers, the agency, and productions.

By accepting work through FOSAC, performers agree to the following terms.

1. Official Communication Channels

To ensure accuracy and maintain proper records:

1.1 Accepted Channels

- **Email** (primary channel)
- **WhatsApp** (general communication only)

1.2 Not Accepted

Disputes, payment concerns, and formal issues **cannot** be handled via:

- Phone calls
- Voice notes
- Social media messages or posts
- Public platforms
- Group chats

All formal queries must be sent to:

[✉ info@castings.fosac.co.za](mailto:info@castings.fosac.co.za)

2. Respectful & Professional Conduct

All communication must remain:

- Respectful
- Professional
- Non-threatening
- Free from intimidation, demands, or verbal abuse

FOSAC reserves the right to refuse engagement with any performer who:

- Uses threats
- Uses abusive or aggressive language
- Harasses staff
- Attempts to intimidate agents
- Defames or spreads misinformation
- Attacks the integrity or reputation of the agency

In such cases, FOSAC may suspend communication until all interaction is conducted through email.

3. Steps for Raising a Concern or Dispute

All performers agree to follow this process:

Step 1 — Email Your Concern

Send a written email outlining:

- Your full name

- The production worked
- The date of the issue
- A clear description of the concern
- Any relevant screenshots or documents

Step 2 — Allow Reasonable Time for Response

FOSAC will acknowledge and respond within **5–10 working days**, depending on production schedules and payment cycles.

Step 3 — Internal Review

FOSAC will review:

- Production records
- Attendance
- Continuity logs
- Timesheet status
- Communication history
- Documentation submitted by the performer

Step 4 — Written Outcome

FOSAC will provide a written response with:

- Findings
- Any next steps
- Clarification where needed

This written decision will form the official record.

4. External Escalation

If a performer is unhappy with the outcome, they may escalate externally **only after** steps 1–4 are completed.

Acceptable escalation channels:

- Production company
- Industry bodies (e.g., OSCASA, SABAG, SAGA)
- Legal representatives (email communication only)

Unacceptable escalation:

- Social media posts
- Online defamation
- Public accusations
- Harassment of staff
- Contacting productions directly with unfounded claims

FOSAC reserves the right to take legal action in cases of defamation, harassment, or reputational harm.

5. Social Media Conduct

Performers may **not**:

- Threaten the agency publicly
- Post disputes on social media
- Defame or damage the reputation of FOSAC or its clients
- Share private screenshots, booking information, or payment details

Doing so may result in:

- Immediate removal from the FOSAC database

- Reporting to industry bodies
 - Legal action for defamation or POPIA violation
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6. Protection Against Harassment & Abuse

FOSAC will not tolerate:

- Harassment
- Verbal abuse
- Emotional manipulation
- Threats or intimidation
- Disrespect toward agents or production staff

In such cases, FOSAC may:

- Suspend further communication
 - Decline future bookings
 - Block the performer from our system
 - Refer the matter to legal advisors
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7. Finality of Decisions

FOSAC's internal decisions regarding:

- Continuity breaches
- Attendance issues
- Documentation errors
- Payment eligibility

...are based on industry standards and production requirements.

These decisions are final unless new verified evidence is provided.

8. Acknowledgement

By registering with FOSAC, you agree to:

- Follow this communication process
- Raise disputes respectfully and in writing
- Avoid public escalation
- Allow FOSAC reasonable time to investigate
- Accept that FOSAC acts as an intermediary between performers and productions

Failure to follow this policy may result in termination of agency representation.



FOSAC CASTINGS – PAYMENT POLICY

(Updated 2025)

1. Purpose

This Payment Policy outlines how and when performers are paid for bookings facilitated by **FOSAC Castings**.

FOSAC acts as an **agency and intermediary** between performers and production companies. Performers work as **independent contractors**.

2. Independent Contractor Status

All performers registered with FOSAC Castings:

- Work as **freelance independent contractors**,
- Are paid **only once production has paid FOSAC** for their booking,
- Are responsible for their own SARS tax declarations.

FOSAC does **not** deduct PAYE unless required by the specific production.

3. Conditions for Payment

Payment can be released only when:

1. **Production has paid FOSAC for the performer**,
2. **The performer has completed the booking in full**, and
3. **All required documents have been submitted**, including:
 - Certified ID copy (not older than 3 months)

- Work permit / asylum documentation for foreign nationals
- Accurate banking details (FICA if requested)

Timesheets

Timesheets are completed by **production**, not FOSAC.
Performers may take a **photo** for their own records (optional, not required).

4. Continuity Bookings

For continuity roles:

- All assigned days form **one continuity block**,
- Payment is earned **only when all continuity days are completed**,
- If continuity is broken — no-show, lateness, non-communication, unauthorised absence, or appearance/wardrobe change — **payment for the continuity block cannot be released**, even if Day 1 was attended.

This is standard across productions in South Africa and protects productions from unusable footage or reshoot costs.

5. Payment Timeframes

Once all criteria are met, payment follows industry-standard timelines:

Telenovelas

- Paid in the **first week of the following month** (if worked before the 15th)

Movies & Series

- Paid within **up to six weeks**

Commercials

- Paid within **up to three months**

Payment schedules vary based on each production's internal accounting timelines.

6. Tax Deductions (Where Applicable)

Some productions (especially taxable productions or commercials) may legally deduct:

- **25% withholding tax**, or
- Any other statutory tax required

This is done by **production**, not FOSAC.
FOSAC has no control over tax deductions.

7. Agency Commission

All rates provided to performers are **net rates**:

- FOSAC's commission is already deducted.
 - No additional fees are charged to performers.
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8. Banking Errors & Lost Payments

If payment is delayed or lost due to:

- Incorrect bank details,
- Closed accounts,
- Misspelled names,
- Expired/missing ID, or
- Any incorrect information provided by the performer,

FOSAC is **not responsible** for money lost or delayed.
Payment will be reprocessed only once correct details are supplied.

Bank penalties may be deducted.

9. Communication

Performers may enquire about payment **via WhatsApp or Email**.

Email is preferred for documentation, but WhatsApp queries are accepted.

10. Acknowledgement

By accepting a booking with FOSAC Castings, performers confirm they:

- Understand and accept this Payment Policy,
- Accept that payment depends on production paying the agency,
- Understand industry-standard payment timelines,
- Accept responsibility for providing correct banking and ID documents, and
- Acknowledge that continuity rules apply to all continuity bookings.

 info@castings.fosac.co.za