

Euroconnection Terms & Conditions

Work Permits:

With EuroConnection as your South African facilitator, it is not necessary for your team members to apply for work permits to enter South Africa. They should travel on a business visa. Please note some countries (i.e. Eastern Europe, some South American countries among others) still require work visas.

Carnet:

An ATA carnet is required for your photographic equipment and your collection; please make sure the items are booked on a direct flight to Cape Town.

The carnet has to be completed carefully; listing every item of clothing and accessories and all serial numbers of your photographic equipment in order to avoid delays and/or extra costs.

Customs in South Africa are very strict with clearing the goods; therefore it is necessary to fill in a "temporary import permit", customs will confiscate any undeclared items. Carnets eliminate payment of duties and VAT, the need for customs declaration and the need for deposits or guarantees by the forwarder and exporter to the foreign country.

VAT:

According to current South African Revenue Service, VAT is applicable on fees charged for Stills Photographic productions conducted in South Africa. This VAT law is wholly applicable, even if the client is based offshore.

According to the World Competitive Yearbook 2003 (IMD) South African public finance models are rated third best in the World, and the South African Revenue Service is ranked first in terms of effective tax collection. SARS therefore do not permit the waiver of VAT, even if the photographs will never be used in South Africa. Failure to pay VAT places our client in direct contravention with the laws of the Republic of South Africa and leaves you liable to prosecution by the South African Revenue Service.

Goods consumed and services rendered in South Africa, do not qualify for a VAT refund.

You can only claim back 14% VAT on purchases you made and must total over R 250.

You must have tax invoices that comply with the requirements of the Tax Rebate Scheme.

Only original tax invoices will be considered for VAT refund purposes.

Only the person whose name appears on the invoice may claim the refund

No Inspection – No refund

Model working hours:

We have a very close working relationship with all model agencies and will email or courier you portfolios and z-cards according your brief on the day of your enquiry.

Our Production manager keeps a model schedule with the time in and time out of each model while shooting.

Editorial – 8 hr day

Photo library – 8 hr day

Kids – 8 hr day

Advertising – 10 hr day

Catalogue – 10 hr day

Kids permits application through department of labour – Forms SD10-1

Kids: rest break after 30 minutes performance

Insurance, risk and liability

Public Liability

Limit: R 4 000 000 per production

Excess: 10% of claim with a minimum of R 1000 and maximum of R 25000

Location cover – includes working on private properties

Personal accident cover – death & PTD R 150 000

Medical expenses: R 50 000

EuroConnection has taken out liability insurance. Any liability on the part of EuroConnection will in no instance exceed the amount payable by the liability insurer.

Shipment or delivery of the end product, to whatever party and to whatever location, is for the client's account and risk.

Locations:

Location permissions are required for public locations.

Quotations:

Upon acceptance of our quotation and confirmation of the job, we would require that you transfer the first approximate 80% as a deposit into our bank account, one week prior to the team's arrival in South Africa.

All quotes are strictly non-binding. Agreements are not deemed to have been concluded until the client has received written confirmation from EuroConnection (e-mails being considered to constitute written order confirmations) or if the agreement has been signed by the client.

The prices are based in part on costs as at the moment that they were calculated. EuroConnection is entitled to charge increases in prevailing costs and/or fluctuations in exchange rates for foreign currencies to the client, both before and after the agreement is concluded.

Payment:

The balance of the production costs will be payable upon presentation of final invoice, payment within 30 days. The sole lapse of that period will mean that the client is in default, without any further notice of default being required.

Overdue outstanding balances past 30 days on receipt of invoice will be charged out at 2 % interest.

All other costs, such as collection costs, extra judicial costs and all legal fees will also be for the client's account, in all cases subject to a minimum of 10% of the amount invoiced.

Unless agreed otherwise in writing, all invoices sent to the client must be paid within 30 days after the dates on those invoices.

If the parties have agreed that payment will be made in installments, late payment will result in the entire amount being payable on demand, without any notice of default being required.

Copyright:

Should the production be confirmed EuroConnection remains the owner of the copyright in the photograph/s taken during the production which forms subject matter of this quotation? With effect of full payment of all amounts resulting therein, EuroConnection will assign, transfer and make over all rights of copyright in and to the image/s to the named recipient of the final invoice.