

Working as a Freelancer

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A GUIDE TO WORKING AS A FREELANCER IN THE BROADCAST, TECHNICAL PRODUCTION, CONTENT CREATION AND LIVE EVENTS INDUSTRY



This document is prepared as a guide to assist freelancers working in the broadcast, content creation, technical production and live events industry in Southern Africa. It is provided to members of SACIA and our Affiliate Bodies as part of our commitment to promote the adoption of professional standards and ethical business practices within the industries we serve.



It is estimated that about 65% of people working in the broadcast, technical production and live events industry are employed on a freelance¹ basis.

From an employer's perspective, it provides access to skills and fresh perspectives that help an organisation be more competitive and complete projects faster, without permanently adding to their overheads.

While freelancing is a fulfilling career choice that has many perks, it also has challenges and not everyone is suited to being an independent professional. It's important to remember that all freelancers are business people and so the simplest way to be successful as a freelancer is to use good business sense.

Plan your business

Whether you're already an established professional or an enthusiastic amateur, becoming a freelancer involves figuring out answers to these questions, among others:

1. What or who is your target market?
2. Can you offer the services your target market wants?
3. How much money do you need to earn to make a decent living?
4. Can your target market afford you?
5. If the answer to the above is "no", can you continue to work as an employee and part-time as a freelancer? Some employers' contracts specifically rule this out.
6. Why would a client pay you rather than any other freelancer?

Give great service

As a freelancer, you're running your own business: the turnover and profit is down to you. If you provide good service, you'll keep your clients happy and they'll come back to you again. If your service or work quality is bad, clients will not only prefer not to use you again but they might also discourage other potential clients from using you. Good service is not enough to guarantee a flourishing freelance career; you also need to become accomplished at client management and customer care.

Demonstrate your commitment to professional standards

As a freelance contractor, there will always be someone willing to work for a lower rate. Demonstrate your commitment to excellence in your chosen profession by maintaining membership in a relevant Professional Body or Association. Many freelancers can apply for a professional designation that supports their claim of competence in (1) broadcast technology, (2) broadcast operations, (3) broadcast management, (4) editing, (5) animation, (6) cinematography, (7) audio-visual, (7) theatre technology, (8) video production, or (9) live-event production.

¹ It's important to understand the difference between a freelancer and a contract employee. A freelancer is self-employed possibly with a contract, whereas a contract employee may or may not be self-employed, dependent on the terms of their contract. To understand the tax implications of this distinction, please download *SACIA's Tax Guide for Freelance Crew* from the SACIA website.

In a fast-changing work environment, individuals may also want to commit themselves to a programme of continuing professional development. Individuals working as professional freelancers are responsible for keeping themselves up to date with changes in technology and industry best practice.

6 Disadvantages of freelancing

While there are many advantages of working as a freelance contractor it's worth bearing in mind that there are disadvantages as well.

1. **Not steady or reliable workloads** – Unfortunately, being a freelancer means that your income and your workload may be unstable and inconsistent. For the most part, you won't be able to depend on any regular project, client, or profit, whereas you would know the exact pay you'll receive at a traditional job.
2. **Distinguishing between work and personal time** – Being your own boss and working from your home also means that it can be difficult to distinguish between your work time and your personal life. This means that you can work long hours and never make time for your personal interests. It also imposes on your personal living space with your dining room table used more often for work than it is for a family dinner.
3. **A lot of legwork** – You are now in charge of finding all your own clients and projects. When you worked a traditional job, your projects were probably handed to you. But now, you're the sole person responsible, so that means a lot of legwork on your part. And that means you should wear many hats, including marketing, advertising, and sales.
4. **Not getting paid** – Being a freelancer also means that you run the risk of not getting paid. This is common in the freelance world, and one more hat you'll have to wear is that of a debt collector. There are ways to protect yourself from non-paying clients, but sometimes you won't realize you're at risk until it's too late.
5. **No employer benefits** – Health benefits are expensive. Depending on your current health, switching to a freelance lifestyle might not be in your best interest. Also, starting your own freelance business means you no longer have paid sick days or vacation time to use. Every day you don't work is a day you won't get paid. You are also likely to forfeit training benefits, travel, retirement funding and a host of employer benefits that go with a regular job.
6. **Joint and several liabilities** – According to the SASREA Act (South African Sports, Recreation & Entertainment Act), freelance contractors are not indemnified against third party claims, and can be held liable for any claims of personal injury or property damage that a third party suffers (or claims to have suffered) because of their activities.

Terms of employment

Since individuals working on a freelance basis are not classed as employees, their working conditions are not regulated by the Basic Conditions of Employment Act (75 of 1997), but are rather defined by the terms of the contract negotiated between the parties involved.

Whilst there are several guidelines that define the relationship between the contracting parties it is important to remember that these are not binding – and individuals working as freelancers are advised to clarify the terms and conditions under which they are contracted.

Basic Conditions of Employment Act	Freelance guidelines
<p>Employment contract: The contract (employee/employer relationship) is a Contract of Service - the employee undertakes to render his services (as opposed to an agreement to undertake and complete specific tasks) to the employer, either on an indefinite or fixed term basis. In return, the employer undertakes to pay the employee for those services.</p>	<p>A freelance contract is a Contract for Service, and is usually a contract where the contractor undertakes to perform a specific service or task. Unless otherwise agreed, the contractor will be paid upon completion of the specific service or task.</p>
<p>Application: Employees earning above an earnings threshold* are not covered by sections of chapter 2 of the Act. Basic Conditions do not apply to senior managers (those who can hire, discipline and fire), sales staff who travel, or workers who work less than 24 hours a month.</p> <p><i>On the 1st of July 2014 Minister Mildred Oliphant increased the annual threshold earnings from R193,805. to R205,433.30. "Earnings" means gross pay before deductions, i.e. (before deducting) income tax, pension, medical and similar payments, but excluding similar payments (contributions) made by the employer in respect of the employee.</i></p>	<p>Working hours are not regulated and responsibilities are defined in the contract between both parties.</p>
<p>Ordinary Hours of Work: A worker must NOT work more than:</p> <ul style="list-style-type: none"> • 45 hours in any week. • Nine hours a day if a worker works five days or less a week. • Eight hours a day if a worker works more than five days a week. 	<p>Hours of work are not regulated.</p> <p>For freelancers working on site, it is common practice to split working shifts if it is practical to do so.</p> <p>Since work is often carried out in temporary locations, the working day generally starts at call time and ends at wrap when all workers return to base.</p>
<p>Payment: An employer must pay a worker:</p> <ul style="list-style-type: none"> • In South African money. • Daily, weekly, fortnightly or monthly. • In cash, cheque or direct deposit. 	<p>Freelancers will generally invoice the company with invoices paid as per the contract between parties. As a rule of thumb, invoices are commonly paid at the end of the month in which an invoice is submitted, provided it is submitted before 25th of each month. However, this is not always the case and it is important to ensure payment terms are covered in your contract.</p>

<p>Overtime: If overtime is needed, workers must agree to do it and they may not work for more than three hours overtime a day or ten hours overtime a week. Overtime must be paid at 1.5 times the workers' normal pay or, by agreement, get paid time off.</p> <p>More flexibility of working time can be negotiated if there is a collective agreement with a registered trade union.</p>	<p>In the film and video production industry the SASC and CPA both define it as best practice to pay overtime at time and a half after a standard 10-hour day. In many instances, runners, trainees and junior assistants in all departments are excluded from overtime.</p> <p>In the broadcast, technical production and live events industry, where working hours are erratic and defined by the requirements of the production, it is expected that freelancers will work overtime as required.</p> <p>At all times, the production company should act in accordance with the provisions of any Act governing occupational health and safety; and with due regard to the health and safety of employees and independent contractors.</p>
<p>Meal Breaks and Rest Periods A worker must have a meal break of 60 minutes after five hours' work. But a written agreement may lower this to 30 minutes and do away with the meal break if the worker works less than six hours a day.</p> <p>A worker must have a daily rest period of 12 continuous hours and a weekly rest period of 36 continuous hours, which, unless otherwise agreed, must include Sunday.</p>	<p>In the film industry, it is standard that there will be a maximum of 6 hours between meals. If a call time is before 07h30, breakfast will be provided. The six hours is calculated from completion of the previous meal. The period allocated for meals should not be less than half an hour. Meals are to be provided during a split shift if food is unavailable near the location where the split shift is called. An evening meal should be provided on an extended day i.e. 6 hours after lunch.</p> <p>Crew shall not be booked on a day event which falls on the day immediately following a night event. In the event of an early call on the day following a previous event, crew members shall have the right to request to be released prior to the end of the event day, if they make this request before 17h00. This shall not be applicable if the company has given prior notice of an extended day.</p>

<p>Sunday Work: A worker who sometimes works on a Sunday must get double pay. A worker who normally works on a Sunday must be paid at 1.5 times the normal wage. There may be an agreement for paid time off instead of overtime pay.</p>	<p>The rate for work carried out on a premium day (weekends and public holidays) shall be agreed between the parties – there is no requirement for premium pay.</p>
<p>Night Work: Night work is unhealthy and can lead to accidents. That is, workers working between 18:00 at night and 06:00 in the morning must get extra pay or can work fewer hours for the same amount of money. Transport must be available but not necessarily provided by the employer.</p> <p>Workers who usually work between 23:00 at night and 06:00 in the morning must be told of the health and safety risks. They are entitled to regular medical check-ups, paid for by the employer. They must be moved to a day shift if night work develops into a health problem. All medical examinations must be kept confidential.</p>	<p>Night work is common in the broadcast, technical production and live events sector and freelance contractors are expected to be aware of the health and safety risks associated with night work.</p>
<p>Public Holidays: Workers must be paid for any public holiday that falls on a working day. Work on a public holiday is by agreement and paid at double the rate. A public holiday is exchangeable by agreement.</p>	<p>Work on a public holiday is defined in the contract between parties and whilst there is no requirement for payment at a premium rate, SASC, SAGE and the CPA recommend that members are paid at 1,5X the daily rate.</p>
<p>Annual Leave: A worker can take up to 21 continuous days' annual leave or by agreement, one day for every 17 days worked, or one hour for every 17 hours worked. Leave must be taken not later than six months after the end of the leave cycle.</p> <p>An employer can only pay a worker instead of giving leave if that worker leaves the job.</p>	<p>N/A</p>

<p>Maternity Leave: A pregnant worker can take up to four continuous months of maternity leave. She can start leave any time from four weeks before the expected date of birth OR on a date a doctor or midwife says is necessary for her health or that of her unborn child. She also may not work for six weeks after the birth of her child unless declared fit to do so by a doctor or midwife.</p> <p>A pregnant or breastfeeding worker is not allowed to perform work that is dangerous to her or her child.</p> <p>The employer is not obliged to pay the worker during a period of maternity leave, but the worker may be entitled to claim benefits from the Unemployment Insurance Fund.</p>	<p>A female freelance worker may not work for six weeks after the birth of her child unless declared fit to do so by a doctor or midwife.</p>
<p>Family Responsibility Leave: Full-time workers employed longer than four months can take three days' paid family responsibility leave per year on request when the worker's child is born or sick or for the death of the worker's spouse or life partner, parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.</p>	<p>N/A</p>
<p>Job Information: Employers must give new workers information about their job and working conditions in writing. This includes a description of any relevant council or sectoral determination and a list of any other related documents.</p>	<p>While the contract will define the terms and conditions between parties, the freelance contractor is expected to understand the regulations that apply to his/ her sphere of expertise and activity.</p>
	<p>Medical & Insurance: Freelancers are responsible for their own health and medical insurances. Regular 6-month check-ups will help in the event of a claim with an insurance company.</p> <p>Personal insurance should also include insurance against injury or loss of earnings. Equipment, personal belongings and vehicles owned by individual freelancers to be used either for personal use or within their professional capacity is the responsibility of that freelancer.</p>

<p>Keeping Records: Employers must keep a record of at least:</p> <ul style="list-style-type: none"> • The worker's name and job. • Time worked. • Money paid. • Date of birth for workers under 18 years old. 	<p>The contractor is expected to keep a record of the contractual relationship that exists between the parties.</p> <p>In terms of SARS guidelines, a freelance contractor may be subject to employees tax and the employer is responsible for paying over PAYE to SARS.</p> <p>Liability for PAYE deductions is determined by the SARS Statutory Rules and the common law dominant impression test.</p> <p>For more information please read SACIA's <i>"Guide on the Employees' Tax Responsibilities with regard to Crew in the Broadcast, Technical Production and Live Events Industry."</i></p>
<p>Payslip Information: Each payslip must include:</p> <ul style="list-style-type: none"> • Employer's name and address. • Worker's name and job. • Period of payment. • Worker's pay. • Amount and purpose of any deduction made from the pay. • Actual amount paid to the worker. <p>If needed to add up the worker's pay, the payslip must also include:</p> <ul style="list-style-type: none"> • Ordinary pay rate and overtime pay rate. • Number of ordinary and overtime hours worked during that period of payment. • Number of hours worked on a Sunday or public holiday during that period. • Total number of ordinary and overtime hours worked in the period of averaging, if there is an averaging agreement. 	<p>In instances where the freelance contractor is deemed to be an employee for tax purposes, the employer is required to provide a payslip and issue an IRP5 tax certificate.</p> <p>The remuneration for individuals deemed to be common law employees should be coded 3601 while the remuneration for individuals deemed to be independent contractors should be coded 3616.</p>
<p>Approved Deductions: An employer may not deduct any money from a worker's pay unless:</p> <ul style="list-style-type: none"> • That worker agrees in writing. • The deduction is required by law or permitted in terms of a law, collective agreement, court order or arbitration award. 	<p>A principal contractor can only deduct money from a freelance payment if a signed agreement or Acknowledgement of Debt is in place.</p>

<p>Notice: A worker or employer must give notice to end an employment contract of not less than:</p> <ul style="list-style-type: none"> • One week, if employed for six months or less. • Two weeks, if employed for more than six months but not more than one year. • Four weeks, if employed for one year or more. <p>Notice must be in writing except from a worker who cannot write.</p> <p>An employer giving notice does not stop a worker from challenging the dismissal in terms of the Labour Relations Act or any other law.</p>	<p>A termination clause is generally included in the contract. In instances where it is not stipulated, common law principles will apply.</p>
<p>Severance Pay: An employer must pay a worker who is dismissed due to the employer's operational requirement pay equal to at least one week's severance pay for every year of continuous service with that employer.</p>	<p>A freelancer whose employment is terminated will not be entitled to any severance pay unless this is covered in the contract.</p>
<p>Certificate of Service: When a job ends, a worker must be given a certificate of service.</p>	<p>N/A</p>
<p>Child Labour: It is against the law to employ a child under 15 years old. Children under 18 may not do dangerous work or work meant for an adult.</p>	<p>Please refer to SARS Sectoral Determination 10: Children in the Performance of Advertising, Artistic and Cultural Activities</p>
<p>Skills development: Employers are required to pay 1% of their monthly salary bill as a skills development levy. The money goes to Sector Education and Training Authorities (SETAs) and is used to pay for training identified in their Workplace Skills Plan.</p>	<p>Freelancers do not pay a Skills Development Levy. They may apply to the sector SETA for training that leads to the award of an academic or vocational qualification, or training used to earn or maintain a SAQA-recognised professional designation.</p> <p>Freelancers are expected to keep up to date with the trends and technologies shaping the future of their industry, and should commit themselves to a programme of continuing professional development.</p> <p>They should also maintain current certification in their field of expertise.</p>

<p>Public liability: Public liability insurance is designed to cover compensation claims made by a third party - for example: a client, a customer, a supplier, or another member of the public - because they've been injured or their property's been damaged by your business. Employees will generally not be held accountable independent from their employer.</p>	<p>Freelance contractors who cause injury or damage whilst working on a project may be held liable for such injury or damage. Freelancers are encouraged to take out their own public liability insurance, which can be claimed as a legitimate business expense.</p> <p><i>SACIA recommend the "Crew Cover" public liability insurance policy available online at www.crewcover.co.za</i></p>
<p>Tools & Equipment: Employees are generally provided all the tools and equipment required to perform their work, including uniforms and personal protective equipment where required.</p> <p>The employer also provides all relevant tools, including IT hardware and software required to perform the job.</p> <p>The employer is responsible for ensuring that all tools are regularly serviced and properly maintained.</p>	<p>Freelance contractors are generally required to have access to their own tools and resources to provide the contracted service. Production crew should have their own personal protection equipment (PPE) that may include safety boots, harness, gloves and a hard hat.</p> <p>This applies also to any IT hardware and software used to perform the contracted service. All software being used should be licensed from the original manufacturer – and all tools should be regularly serviced to ensure they are up to the task required.</p>
<p>Workplace disputes: It is inevitable that workplace disputes will arise. Disputes arising within an employer – employee relationship can be resolved through the intervention of a Trade Union registered with the Dept. of Labour, or through the Council for Conciliation, Mediation and Arbitration (CCMA).</p>	<p>It's up to the individual to create his/ her own legal and financial protections against discrimination, exploitation and workplace disputes. Freelance workers are generally not entitled to join a Trade Union and are also excluded from dispute resolution using the CCMA.</p> <p>Resolving disputes through arbitration or litigation is costly and time consuming. SACIA corporate members are required to sign a Code of Business Conduct that holds them to a higher standard of business and ethics, while individual members sign a Code of Professional Conduct.</p> <p>Freelancers who believe that a SACIA member is behaving in an unethical manner can lodge a complaint with the Association. All complaints will be investigated and members found to be in breach of the Code will be held accountable. SACIA is also able to offer a mediation service (paid) to resolve commercial and workplace disputes.</p>

Rates of Pay

Rates of pay will vary greatly based on an individual's knowledge, qualification, competence and work experience. There's no one factor that determines an individual's level of competence and there are many instances where individuals with many years' work experience lack the technical or creative skills to command the higher rates of pay.

In addition, most production companies wanting to embark on a long-term production will want to secure freelancers for the duration of the project and will negotiate a reduced rate based on an extended run. Others will negotiate a rate based on a commitment to provide regular work over a specific period. Rates will also vary as demand in the market fluctuates. During periods of high demand employers are prepared to pay premium rates, while during quieter periods, employers are likely to offer lower rates.

As a freelance contractor, it is your responsibility to negotiate a rate that's aligned with your qualifications, experience and expertise – but also with your own sense of SELF-WORTH.

Proving competence

Freelance contractors wanting to prove their competence are encouraged to apply for one of the SACIA professional designations. These are listed on the National Qualifications Framework, and are awarded based on an assessment of an individual's academic qualifications, work experience, and competence. Individuals are also required to sign and abide by a Code of Professional Conduct, and are required to participate in a programme of Continuing Professional Development.

For more information on any of these designations download the relevant Member's Handbook from the CERTIFICATION page on the SACIA website: www.sacia.org.za

Contacts:

Many of the organisations active in the broadcast, technical production and live events industry can provide employment templates and other resources to both freelance contractors and employers. For more information please contact:

Animation SA – <http://www.animationsa.org>

Commercial Producers Association (CPA) – <http://www.cpassa.tv>

Exhibitions & Events Association of South Africa (EXSA) – <http://www.exsa.org.za>

Guild of Actors - www.saguildofactors.co.za

Independent Producers Organisation (IPO) – <http://www.ipo.org.za>

South African Association for the Conference Industry (SAACI) – <http://www.saaci.org>

South African Freelancers Association - <http://www.safrea.co.za>

South African Guild of Editors (SAGE) – <http://www.editorsguildsa.org>

South African Society of Cinematographers (SASC) – <http://www.sasc.co.za>

Southern African Communications Industries Association (SACIA) – <http://www.sacia.org.za>