
TERMS AND CONDITIONS

We fight for the frame.

Effective Date: June 2026 | Version 1.0

1. Introduction and Acceptance

These Terms and Conditions govern your use of the CAPE Crewsaders website (capecrewsaders.com) and all services provided by CAPE Crewsaders. By accessing the website, submitting an enquiry, signing a Crew Representation Agreement, or engaging CAPE Crewsaders to source crew, you agree to be bound by these terms.

CAPE Crewsaders is owned and operated by Peta Sacke, 11 Bacara, Wroxham Road, Paulshof, 2191, South Africa. The business trades under the name CAPE Crewsaders and operates primarily in Cape Town, South Africa, serving the stills photography industry.

2. Services

2.1 What CAPE Crewsaders Does

CAPE Crewsaders is a stills-exclusive crew agency operating in the Cape Town photography and commercial production market. The agency acts as an intermediary between clients (photographers, production companies, and brands) and crew members (photographers, digital technicians, assistants, and related stills professionals).

2.2 Crew Representation

CAPE Crewsaders represents crew members on a non-exclusive basis. The agency manages availability, negotiates rates, handles bookings, and provides active marketing and promotion on behalf of crew. All representation is governed by a signed Crew Representation Agreement between the agency and the individual crew member.

2.3 Booking Facilitation

CAPE Crewsaders facilitates bookings between clients and crew. The agency is not the employer of crew members and does not carry employer liability for their conduct on set. Crew members operate as independent contractors.

3. Commission and Fees

CAPE Crewsaders charges a 15% agency commission on the crew member's day rate only. This commission is split as follows: 7.5% for administration, availability management, bookings, and invoicing; and 7.5% for active monthly marketing and promotion.

A booking fee of R300 per booking is charged to the client. This fee does not affect the crew member's day rate and is separate from the 15% commission.

All rates and fees are communicated clearly before any booking is confirmed. CAPE Crewsaders does not deduct undisclosed amounts from crew payments.

4. Working Terms

The following working terms apply to all bookings facilitated by CAPE Crewsaders:

- Standard Day: 12 hours. Overtime is charged at 10% of the day rate per hour after 12 hours.
- Half Day: 6 hours or less, charged at 65% of the day rate.
- Gear/Travel Day: 50% of the day rate. Terms are confirmed before booking.
- Night Shoot: 1.5 times the day rate. Applies where the majority of the shoot falls after sunset or the call time is 15h00 or later.
- Public Holidays and Sundays: 1.5 times the day rate.

5. Booking Process and Confirmations

All bookings follow this process: CAPE Crewsaders receives a client enquiry and checks crew availability. Rates are negotiated and the crew member is fully briefed before confirmation. A booking is confirmed via email, WhatsApp, or phone. Confirmation in any of these forms is binding.

First option on a date is available. Crew members may issue a 24-hour confirm or release. Options must be confirmed no later than 72 hours before the shoot date. Any confirmation made in writing is binding.

6. Cancellation Policy

6.1 Client Cancellations

When a client cancels a confirmed booking, the following cancellation fees apply and will be enforced by CAPE Crewsaders on behalf of the crew member:

- 1 to 2 days before the shoot: 100% of the day rate.
- 3 to 5 days before the shoot: 50% of the day rate.
- 6 to 7 days before the shoot: 25% of the day rate.

6.2 Longer Bookings

For extended bookings, the following notice periods apply before the full cancellation fee is triggered:

- Up to 7 shoot days: 4 days notice required.
- 8 to 14 shoot days: 7 days notice required.
- 14 or more shoot days: 10 days notice required.

6.3 Weather Days

If a shoot is cancelled due to weather and the crew member is informed before leaving home, and the shoot is rescheduled, no cancellation fee applies. If the crew member is informed after leaving home, or the shoot is not being rescheduled, a 100% cancellation fee applies.

6.4 Crew Cancellations

If a crew member cancels a confirmed booking, a penalty of up to 10% of the gross booking value may apply. CAPE Crewsaders will always attempt to find a solution before applying any penalty.

7. Payment Terms

CAPE Crewsaders invoices the client and pays the crew member within 5 working days of receiving cleared payment. Client payment terms are 20 days from date of invoice.

Banking details provided by crew members for payment purposes are kept strictly confidential and are used solely for payment processing.

8. Intellectual Property and Marketing

By signing a Crew Representation Agreement, crew members grant CAPE Crewsaders a non-exclusive licence to use their name, likeness, portfolio images, and professional credits for the purpose of marketing and promotion. This includes use on the website, social media platforms (Instagram, Facebook, LinkedIn), email campaigns, and direct pitches to clients.

Clients and visitors to the website may not reproduce, copy, or use any content from capecrewsaders.com without express written permission from CAPE Crewsaders.

9. Limitation of Liability

CAPE Crewsaders acts as an agent and intermediary and is not liable for: the conduct, performance, or professional output of any crew member placed on a booking; any loss or damage suffered by a client arising from a crew member's actions or omissions; technical failures, website downtime, or errors in communications; or events beyond the agency's reasonable control.

To the maximum extent permitted by South African law, CAPE Crewsaders' total liability to any party is limited to the value of the booking fee received in connection with the relevant booking.

10. Confidentiality

All crew and client information held by CAPE Crewsaders, including day rates, contact details, banking information, and booking history, is treated as strictly confidential. This information is not shared with third parties except where required to facilitate a booking or comply with a legal obligation.

11. Governing Law and Disputes

These Terms and Conditions are governed by the laws of the Republic of South Africa. Any dispute will first be addressed through good-faith negotiation. If unresolved within 14 days, the parties agree to refer the matter to mediation before initiating any legal proceedings.

12. Changes to These Terms

CAPE Crewsaders may update these Terms and Conditions from time to time. The current version will always be published on capecrewsaders.com. Continued use of the website or services after any update constitutes acceptance of the revised terms.

13. Contact

For any queries relating to these Terms and Conditions, please contact:

CAPE Crewsaders | bookings@capecrewsaders.com | +27 82 415 9595 | capecrewsaders.com

Owner: Peta Sacke | 11 Bacara, Wroxham Road, Paulshof, 2191 | South Africa