SOUTH AFRICAN GUILD OF EDITORS

Independent Contractor Agreement

31 October 2025

www.editorsguildsa.org

4th Floor, West Tower
Nelson Mandela Square
Sandton City
Johannesburg

SAGE is a Non-Profit Company #2007/006516/08 and a Non-Profit Organisation #268-737 NPO

Introduction

We're pleased to release our contract framework for freelancers.
You can download the agreement as a PDF here.

In partnership with our legal counsel, SAGE has prepared a contract for editors working as independent contractors. This first page provides a brief overview of the most important aspects of completing and signing this document. SAGE recommends that this is read in conjunction with our other documents covering employment.

This contract has been drawn up specifically for post-production professionals acting as independent contractors and who are provisional taxpayers; it does not cover fixed term or full-time employment. We advise you to familiarise yourself with the Labour Relations Act and Basic Conditions of Employment Act and Amendments in order to ensure that the agreement between the two parties is indeed a Contract of Work, and not a Contract of Employment.

This contract has been designed to protect both parties as far as possible, firstly by specifying the job in detail, and secondly by covering a range of problems that may occur after work has begun. It should be adapted to the specific project, to the satisfaction of both parties. It is a very comprehensive document, because it is easier to take out clauses that don't apply. Some producers may not be comfortable with all the clauses, so it is important to ensure that the conditions in the contract are discussed and agreed upon or adapted before signing.

Overview

The contract is to be entered into between an editor and a producer, which may be a person or a legal entity.

The contract contains a fair amount of variable information in the annexures, which must be carefully filled out in as much detail as possible. Broadly speaking, the contract formalises:

- The schedule of work.
- The services you will provide.
- The standards you will adhere to.
- The equipment you will use.
- Any insurance you or the producer must take out.
- Your fee, payment schedule and termination fees.
- Any subsequent revisions to the schedule.
- Credits.
- Intellectual property obligations.
- The producer's warranties.
- Indemnities for both the producer and the editor.
- Breach of contract.
- Termination of contract.
- Dispute resolution.
- Official notices.

What to fill out

Print two copies of the document, then:

- Complete all details for both producer and editor.

- Complete and sign the final page with the producer.
- Initial every page.
- Complete Annexure A (see right for details).
- Retain a blank copy of Annexure B (the schedule revision form) for possible future use.

Intellectual property

Clause 12 of the agreement provides protection for both parties regarding any intellectual property they may use as part of their work.

Deductions

This agreement is identified as an independent contractor contract—not an employment contract. Thus, PAYE and UIF will not be payable by the producer. The producer may require a letter from the editor confirming this.

Early termination

This agreement generally embodies the 'pay or play' principle, which refers to a guarantee of some payment even if, through no fault of the editor, the contract does not play out to completion.
Clause 18 covers two scenarios for termination:

The editor terminates due to breach by the producer. In this case, the Break fee will be payable by the producer.

The producer terminates due to breach by the editor. In this case, the editor will only be paid what is due up to that point.

Creative control

Clause 5.2 essentially notes that creative control rests with the Producer.

Annexure A

Annexure A contains all the variable project-related information for the contract. Some explanations:
The Creation is a brief description of the project you will be working on, as specific as possible.
The Brief is the description of all the work (both creative and technical) that the producer has asked you to do.

The Credit format specifies your credited name, its prominence, plus any extra information you require, like the S.A.G.E. acronym (where awarded by SAGE).

The Break Fee is the fee to be paid should the producer be in breach of this agreement.

Excess time and the Excess time rate are negotiable by you. We recommend consulting the SAGE rate card.

Both the Brief and the Schedule should be filled in, rather than attaching any separate documents. This will help avoid the possibility of conflicting parameters.
SAGE independent contractor's agreement v1.pdf