

SCHEDULE 5

Equity Section
Media, Entertainment and Arts Alliance

Live Performance
Australia

PERFORMERS COLLECTIVE AGREEMENT 2017

STANDARD CONTRACT OF SERVICE FOR SINGLE PLAYS AND/OR PRODUCTIONS

PART 1

This Contract is dated the day of 20.....
between

(name of Employer)

of.....

(registered address)

and.....Equity Number.....

(name of Performer)

of

(ordinary place of residence)

Media Super Number.....

Performer's Agent or

Contact.....

Address.....Phone..... Fax.....

Name of Production

Whereby the Employer agrees to engage the Performer under the terms and conditions shown below and overleaf.

1 - PART OR PARTS TO BE PLAYED BY THE PERFORMER

The Performer will be employed in the above Play:

(i) to rehearse and play the following plot:.....

OR

(ii) to rehearse and play the plot(s) of:.....

OR

(iii) to rehearse and understudy and/or ensemble cover and play the plot(s) of
.....

OR

(iv) to rehearse and play such plot(s) in the said play as the Employer may call upon the Performer to play.

OR

- (v) to rehearse and play such plot or plot(s) and rehearse and play as understudy such plot or plot(s)s in the said play as the Employer may call upon the Performer to play.

OR

- (vi) to rehearse and play as an on stage or an off stage swing performer (circle one).

OR

- (vii) rehearse and play as understudy the part (s) of [.....]

N.B. Six (6) of the paragraphs above 1(i), 1(ii), 1(iii), 1(iv), 1(v), 1(vi), 1(vii) must be deleted and each page initialed.

Note: The use of this contract is mandatory for Employees engaged below the upper salary limit.

2 - TYPE OF ENGAGEMENT

Engagement shall be as defined in the Performers' Collective Agreement 2017 ("the Agreement")

- (i) By the week.
- (ii) For the specific period up to and including:.....
- (iii) For the run of the play in:
(venue/city/town and state/cities and/or towns and states)
- (iv) For the run of the play in Australia.
- (v) For the run of the play in Australia or New Zealand.

N.B. Four (4) of the paragraphs above, 2(i), 2(ii), 2(iii), 2(iv), 2(v) must be deleted and the page initialed.

3 - COMMENCEMENT

- (i) Date of commencement of engagement shall be:
- (ii) Date of first real rehearsal shall be (on or about):
- (iii) Length of rehearsal period (on or about):
- (iv) Date of opening performance (on or about):

4 - ENGAGEMENT MONIES

(1) Rehearsals

Minimum Rate \$.....per week

Loadings

..... \$.....per week

..... \$.....per week

..... \$.....per week

Total Negotiated Rehearsal Rate \$.....per week

(2)(a) Performance – Exclusive of Sunday Performance

Minimum Rate \$.....per week

Loadings

..... \$.....per week

..... \$.....per week

..... \$.....per week

Total Negotiated Performance Rate \$.....per week

Note: The only loadings to be listed above are those paid on a regular weekly basis. All other loadings or penalties incurred must be paid in addition to the negotiated rate and listed loadings. Superannuation and annual leave entitlements shall be based on the total negotiated rate.

OR

(2)(b) Performance – Inclusive of one Sunday Performance

Minimum Rate \$.....per week

Loadings

..... \$.....per week

..... \$.....per week

..... \$.....per week

Total Negotiated Performance Rate \$.....per week

Note: The only loadings to be listed above are those paid on a regular weekly basis. All other loadings or penalties incurred must be paid in addition to the negotiated rate and listed loadings. Superannuation and annual leave entitlements shall be based on the total negotiated rate.

OR

(2)(c) Performance – Inclusive of two Sunday Performance

Minimum Rate \$.....per week

Loadings

Second Sunday Performance. \$.....per week (up to x hours)

..... \$.....per week

..... \$.....per week

..... \$.....per week

Total Negotiated Performance Rate \$.....per week

Note: The only loadings to be listed above are those paid on a regular weekly basis. All other loadings or penalties incurred must be paid in addition to the negotiated rate and listed loadings. Superannuation and annual leave entitlements shall be based on the total negotiated rate.

N.B. Two (2) of the paragraphs above, 2(a) or 2(b) or 2(c) must be deleted and each page initialed.

5 - TRAVEL ALLOWANCE

- (a) Where an Employee is required to work away from his/her place of residence as set out in Part 1, the travel allowance provisions of Part 8 of this Agreement shall apply.
- (b) In accordance with sub clause 11.15 of the Agreement the production is/is not a local show.

6 - SUPERANNUATION

- (a) In accordance with clause 26 - Superannuation - of this Agreement the Employer shall pay superannuation contributions to MEDIA SUPER on behalf of the Performer.
- (b) The Employer shall take all necessary action to confirm whether or not the Performer is a member of MEDIA SUPER.
- (c) In the event the Performer is not a member of MEDIA SUPER and confirms that he/she is a member of another complying fund the Employer shall pay the Employees superannuation contributions to that fund.

7 - SPECIAL CONDITIONS

Any special conditions (including any negotiated additional Performance Loadings) agreed upon by the Performer and the Employer are set out in Appendix A of this contract provide that such special conditions shall not be inconsistent with the terms of the Agreement

8 - BILLING/PUBLICITY

- (a) The Performer's name and spelling of the same in this contract shall be used for billing and program purposes.
- (b) Where the Employer releases biographical material of the Performer for the purpose of publicising and/or in any way promoting the Production the Performer shall have the right of approval over such material.

9 – RECORDINGS

9.1 Archival Recording

- (i) The Employer intends to record the Performer's performance for archival purposes in accordance with Clause 41 of the Agreement and seeks the Performer's consent to so record a performance.
- (ii) The Employer does not (at this time) intend to record the Performer's performance for archival purposes (in accordance with Clause 41 of the Agreement).

NB: Either 9.1(i) or 9(ii) must be deleted.

10- JURISDICTION

This contract is made and is subject to the Laws of Australia.

For the Employer:

For the Employee:

.....
(signature)

.....
(signature)

.....
(name - please print)

.....
(name - please print)

.....
(position)

.....
(position)

.....
(date)

.....
(date)

.....
(witness)

.....
(witness)

N.B. Unless the Performer's Agent can produce Power of Attorney, this contract must be signed by the Performer.

The Employer warrants that this contract is the standard form contract as set out in Schedule 5 of the Performers' Collective Agreement 2017.

PART 2

GENERAL CONDITIONS

1. The terms and conditions of the Performers Collective Agreement 2017 for as altered and/or replaced shall apply and form part of this Contract as if the same were written herein.
2. The Performer is engaged exclusively by the Employer and shall not during the engagement perform or otherwise exercise his/her talents for the benefit of any other company, institution or person without written consent and such consent shall not be unreasonably withheld.
3. Termination of this Contract shall be in accordance with the Terms of Engagement Clause of the Performers Collective Agreement 2017.
4. A party may elect to continue performance of this contract notwithstanding any breach by the other party of any term or condition of this contract and such performance shall not constitute a waiver of any of the rights of the first party.
5. The Employer reserves the right to stand down the Performer in accordance with the provisions of the terms of engagement clause of the Performers Collective Agreement 2017.
6. This Contract may only be varied or modified in writing, signed by all the parties to the Contract.
7. This Contract is intended to reflect all prior understandings and, subject to clause 6 above, when signed constitutes the totality of the agreement between the parties.
8. The total negotiated rate stated in Part 1 herein is the rate agreed between the parties at the point of acceptance of the engagement and pursuant to the definitions clause does not include any additional payments payable under the Agreement.
9. Except in the case of an emergency the Employer shall provide the Performer with a Contract at least 21 days prior to the commencement date of the engagement as per clause 3 of Part 1 of this Contract.

Unless there are reasonable grounds for not doing so the Performer shall sign and return the Contract within 14 days of receipt.

10. Notices concerning Employees generally from the Employer posted on the usual notice board or addressed to the Performer in the care of the stage door keeper or sent to the Performer's last known address will be held to be valid notices.
11. Unless the Performer otherwise advises in writing, the address for the service of notices under this Contract shall be the address of his/her agent or if the Performer is unrepresented the Performer's contact address as specified in Part 1 of this contract. Unless the Employer otherwise advises in writing, the address for the service of notices under this contract shall be the address of the Employer as specified in Part 1 of the contract. Notices shall be in writing and may be hand delivered or sent by post, or facsimile transmission.
12. One copy of the agreement duly executed by the Performer shall be retained by the Employer (a further copy will be retained for office procedures only); one copy duly executed by the Employer shall be retained by the Performer.

13. The Employer shall provide access to copies of the "Entertainment Industry Safety Guidelines" to the Performer.

PART 3

RULES OF THE THEATRE

1. The Performer shall notify the stage manager of any change to his/her address.
2. All parts written or printed are the property of the Employer and shall be returned to the Management whenever notice to that effect is given.
3. The Performer shall comply with the rules of the Theatre at which the company may be rehearsing or performing and with all lawful and reasonable rules of conduct made by the Employer in so far as such last mentioned rules do not conflict with the terms of the contract and the Agreement.
4. No Performer shall alter his/her part or omit any portion thereof without the express permission of the Employer or its representative or disobey or neglect to carry out the reasonable directions of the Stage Manager, Director, Musical Director, Resident Director or Choreographer.
5. The Performer shall not introduce words or any material into his/her performance not in the script unless previously approved by the Management and wherever any additional material is introduced by the Performer with the Employer's consent the Performer warrants that he/she has the right to use such material and is not infringing any copyright.
6. The Performer shall be in the Theatre throughout the half hour immediately before the rise of the curtain (unless required by the Employer to be in the theatre prior) and shall remain until the fall thereof unless (in either case) he/she has the express permission of the Employer to be absent.