

GUIDANCE NOTE (DELETE THIS LATER)]: This template is the standard contract of employment for single plays and/or productions for a performer engaged under the *Performers' Collective Agreement 2024-2026*. The use of this Contract is mandatory for performers engaged below the upper salary limit.

<insert Company letterhead/logo>



PERFORMERS' COLLECTIVE AGREEMENT 2024-2026
Standard Contract of Employment for single plays and/or production

PART 1

This Contract is dated the <insert date>

Between <insert name of Employer>

of <insert Employer's registered address> (ABN:<insert employer ABN>) (Employer)

and <insert name of Performer>, Equity Number: <insert Performer's Equity Number>
of <insert Performer's ordinary place of residence> (Performer)

Performer's Agent or Contact: <insert name of Agent or Contact>

Address: <insert Agent or Contact's address>

Telephone number: <insert phone number> Email address: <insert email address>

Name of Production: <insert name of production>

1. PART OR PARTS TO BE PLAYED BY THE PERFORMER

[GUIDANCE NOTE (DELETE THIS LATER)]: Six (6) of the clauses below of 1.1, 1.2, 1.3, 1.4, 1.5, 1.6 or 1.7 must be deleted.

The Performer will be employed in the above Production:

1.1 to rehearse and play the following plot: <insert name of plot>

OR

1.2 to rehearse and play the plots: <insert name of all plots to be played>

OR

1.3 to rehearse and understudy and/or ensemble cover and play the plot(s) of: <insert name of plot(s)>

OR

1.4 to rehearse and play such plots in the said play as the Employer may call upon the Performer to play;

OR

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

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OR

1.6 to rehearse and play as an <onstage/off stage swing> performer.

GUIDANCE NOTE (DELETE THIS LATER)]: delete as necessary "onstage" or "offstage".

OR

1.7 to rehearse and play as understudy the part(s) of <insert part(s)>.

2. TYPE OF ENGAGEMENT

GUIDANCE NOTE (DELETE THIS LATER)]: Four (4) of the clauses below 2.1, 2.2, 2.3, 2.4, 2.5 must be deleted

The engagement shall be as defined in the Performers' Collective Agreement 2024-2026 (**Agreement**)

2.1 By the week.

2.2 For the specific period up to and including: <insert start date> to <insert end date>

2.3 For the run of the play in: <insert venue/city/town and State/cities and/or towns and States>

2.4 For the run of the play in Australia.

2.5 For the run of the play in Australia and New Zealand.

3. COMMENCEMENT

3.1 Date of commencement of engagement shall be: <insert date>

3.2 Date of first real rehearsal shall be (on or about): <insert date>

3.3 Length of rehearsal period (on or about): <insert start date>

3.4 Date of opening performance (on or about): <insert start date>

4 REMUNERATION

4.1 Rehearsals

Minimum rate: \$<insert amount> per week

Loadings:

<insert loading e.g. understudy> \$<insert amount> per week

<insert loading e.g. overtime> \$<insert amount> per week

<insert loading e.g. personal margin> \$<insert amount> per week

Total Negotiated Rehearsal rate: \$<insert amount> per week

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GUIDANCE NOTE (DELETE THIS LATER): Two (2) of the clauses below, 4.2(a), (b) or (c) must be deleted.

4.2 (a) Performance – no Sunday Performance

Minimum rate: \$<insert amount>per week

Loadings:

<insert loading e.g. understudy> \$<insert amount> per week

<insert loading e.g. overtime> \$<insert amount>per week

<insert loading e.g. personal margin> \$<insert amount> per week

Total Negotiated Performance rate: \$ <insert amount> per week

(b) Performance – inclusive of one (1) Sunday Performance

Minimum rate: \$<insert amount>per week

Loadings:

<insert loading e.g. understudy> \$<insert amount> per week

<insert loading e.g. overtime> \$<insert amount>per week

<insert loading e.g. personal margin> \$<insert amount> per week

Total Negotiated Performance rate: \$ <insert amount> per week

(c) Performance – inclusive of two (2) Sunday Performances

Minimum rate: \$<insert amount>per week

Loadings:

Second Sunday Performance \$ <insert amount> per week

<insert loading e.g. understudy> \$ <insert amount> per week

<insert loading e.g. overtime> \$<insert amount>per week

<insert loading e.g. personal margin> \$<insert amount> per week

Total Negotiated Performance rate: \$ <insert amount> per week

4.4 The only loadings 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.

4.5 Superannuation and annual leave entitlements shall be based on the total negotiated rate.

5 TRAVEL ALLOWANCE

5.1 Where an Employee is required to work away from their ordinary place of residence as set out in Part 1 above, the travel and living allowance provisions will be paid in accordance with the Agreement.

5.2 In accordance with the Agreement the production <is/is not> a Local Show.

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6 SUPERANNUATION

- 6.1** The Employer shall pay a superannuation contributions on behalf of the Performer.
- 6.2** Upon commencement of employment, the Employer shall provide the Performer with a standard choice form for the purposes of nominating an eligible super fund.
- 6.3** If the Performer does not choose an eligible super fund, then in accordance with the *Superannuation Guarantee (Administration) Act 1992*, the Employer will pay superannuation to any 'stapled super fund' that already exists for the Performer. If the Performer does not have a 'stapled super fund', in accordance with the Agreement, the employer shall pay superannuation contributions to Media Super..

7 GENERAL CONDITIONS and RULES OF THE THEATRE

- 7.1** General conditions agreed by the Performer and the Employer are set out in **Part 2** of this Contract.
- 7.2** Rules of the Theatre agreed by the Performer and the Employer are set out at **Part 3** of this Contract.

8 SPECIAL CONDITIONS

- 8.1** Special conditions (including any negotiated additional Performance Loadings) agreed by the Performer and the Employer are set out in **Appendix A** of this Contract.
- 8.2** Special conditions shall not be inconsistent with the terms of the Agreement.

9 BILLING/PUBLICITY

- 9.1** The Performer's name as set out at Part 1 of this Contract shall be used for billing and programs.
- 9.2** Any biographical material of the Performer that is used or released by the Employer for the purpose of publicising and/or in any way promoting the Production, must be approved by the Performer.

10 ARCHIVAL RECORDING

GUIDANCE NOTE (DELETE THIS LATER): One (1) of the clauses below 9.1 or 9.2 must be deleted.

- 10.1** The Employer intends to record the Performer's performance for archival purposes in accordance with the Agreement and will give the Performer reasonable notice prior to the Recording.
- 10.2** The Employer does not (at this time) intend to record the Performer's performance for archival purposes.

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11 WARRANTIES

11.1 The Employer warrants that this Contract is the Standard Form Contract as set out in Schedule 5 of the Agreement.

12 JURISDICTION

This Contract is made and is subject to the Laws of the State of **<insert state>**, Australia.

13 ACCEPTANCE

The parties agree that they accept the terms of the Contract by signing below:

For the Employer:	For the Performer:
 <i>(signature)</i>	 <i>(signature)</i>
 <i>(name - please print)</i>	 <i>(name - please print)</i>
 <i>(position)</i>	 <i>(position)</i>
 <i>(date)</i>	 <i>(date)</i>
 <i>(witness signature)</i>	 <i>(witness signature)</i>
 <i>(name of witness- please print)</i>	 <i>(name of witness – please print)</i>

GUIDANCE NOTE (DELETE THIS LATER): Unless the Performer's Agent can produce Power of Attorney, the Contract must be signed by the Performer.

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PART 2 – GENERAL CONDITIONS

1. The terms and conditions of the *Performers' Collective Agreement 2024-2026 (Agreement)* as altered and/or replaced shall apply and form part of this Contract.
2. The Performer is engaged exclusively by the Employer and shall not during the engagement perform or otherwise exercise their talents for the benefit of any other company, institution or person without written consent. Consent shall not be unreasonably withheld.
3. Termination of this Contract shall be in accordance with the Terms of Engagement Clause of the Agreement.
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 the Stand Down clause of the Agreement.
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 Part 2, clause 6 above, when signed constitutes the totality of the agreement between the parties.
8. The total negotiated rate stated in Part 1, clause 4, above is the rate agreed between the parties at the point of acceptance of the engagement and in accordance with the Definitions clause of the Agreement 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 set out at Part 1, clause 3.1 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 will be held to be valid notices if they are: posted on the usual notice board (either physical or electronic); addressed to the Performer in the care of the Company Manager/Stage Manager; sent to the Performer's email address identified in this Contract; or sent to the Performer's last known address if Performer is not travelling or working away from their ordinary place of residence.
11. Unless the Performer otherwise advises in writing, the address for the service of notices under this Contract shall be the address of their agent. If the Performer is unrepresented, the Performer's address will be their contact address as specified in Part 1 of this Contract. Unless the Employer otherwise advises in writing, the address for the service of notices to the Employer 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 email.
12. One copy of this Contract signed by the Performer shall be retained by the Employer (a further copy will be retained for office procedures only); one copy signed by the Employer shall be retained by the Performer.
13. The Employer shall provide access to copies of the Safety Guidelines for the Entertainment and Events Industry to the Performer.

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PART 3 – RULES OF THE THEATRE

1. The Performer shall notify the stage manager of any change to their address.
2. All parts written or printed are the property of the Employer and shall be returned to the Employer 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 rules do not conflict with the terms of the Contract and the Agreement.
4. No Performer shall alter their part or omit any portion 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 their performance not in the script unless previously approved by the Employer. Wherever any additional material is introduced by the Performer with the Employer's consent the Performer warrants that they have the right to use such material and are 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) they have the express permission of the Employer to be absent.

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APPENDIX A – SPECIAL CONDITIONS

GUIDANCE NOTE (DELETE THIS LATER): Any employment terms that are necessary for this employment but are not inconsistent with the terms of the Agreement can be included in the Special Conditions. Appendix A should be deleted if no Special Conditions are needed.

- 1.
- 2.