<insert Company letterhead/logo>

**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>

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> (**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, or 1.6 must be deleted.

The Performer will be employed in the above Production:

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

OR

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

OR

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

OR

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

OR

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

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)>.

1. **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.

**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.

1. **COMMENCEMENT**

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

* 1. Date of first real rehearsal shall be (on or about): <insert date>
	2. Length of rehearsal period (on or about): <insert start date>
	3. Date of opening performance (on or about): <insert start date>
1. **REMUNERATION**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**4.1 Rehearsals**

1. Total rehearsal rate: $<insert amount> per week
2. The Performer will be paid pro-rata the amount at clause 4.1(a) for any broken week of the rehearsal period.

	1. **Performance**
		1. **Total negotiated performance rate**: $ <insert amount> per week
		2. The Performer will be paid pro rata the amount set at clause 4.2(b) above for:
			1. any broken week during the performance period covering a maximum of eight (8) public performances pro rata; and
			2. for any broken week of the initial performance period.
	2. **Lay off**

The Employer has the right off lay off the Performer during periods of transfer from one venue to another on the rate below:

* + 1. **Lay off rate per week** $ <insert amount> per week

($<insert amount> per day pro rata)

* 1. The Remuneration is in excess of entitlements which may arise under the *Live Performance Award 2020, Performers’ Collective Agreement 2024-2026* (**Agreement**)*,* or any other instrument. The additional amount includes a set-off payment for any employment-related entitlements otherwise arising under a modern award or other instrument which may apply from time to time.
	2. In addition to the Remuneration the Employer will make minimum contributions to the Performer’s nominated superannuation fund in accordance with relevant legislation.
	3. The Remuneration will be paid in <insert weekly/fortnightly/monthly> installments on <insert day> by Electronic Funds Transfer.
1. **GUARANTEE OF ANNNUAL EARNINGS**

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**5.1** The Employer undertakes to pay the Performer the Remuneration for the Guaranteed Period as defined in the *Fair Work Act 2009* (**FW Act**), which exceeds the high-income threshold established under the FW Act. This undertaking constitutes a guarantee of annual earnings for the purpose of the FW Act, with the effect being that during the Guaranteed Period a modern award or the Agreement will not apply to the Performer’s employment.

**5.2** By entering into this Contract the Performer accepts the Employer’s undertaking and agrees with the level of the Remuneration in the Guaranteed Period.

**5.3** For the purposes of the Contract, the Guaranteed Period means the period from the Commencement Date to the date of termination of this Contract.

1. **LEAVE ENTITLEMENTS**

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* 1. The Performer is entitled to annual leave as set out in the National Employment Standards in the FW Act.
	2. The Performer is entitled to personal leave as set out in the National Employment Standards in the FW Act.
	3. Where the Performer accesses a period of personal leave, the Performer must inform the Employer of their inability to attend work as soon as reasonably practicable. Where requested by the Employer, the Performer must inform the Employer of the nature if their illness or injury and the estimated duration of their absence.
	4. The Employer may require the Performer to provide suitable evidence (including medical documentation). Where the Performer is requested to provide suitable evidence and the evidence is not provided, their absence will be treated as unauthorised and will not be paid.
1. **TRAVEL**

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**GUIDANCE NOTE (DELETE THIS LATER):** The Employer is not obliged to pay travel allowances or provide accommodation to Performers earning in excess of the upper salary limit. However, if an Employer chooses to do so, it can be included in this clause.

* 1. Where the Performer is required to work away from their ordinary place of residence as set out in Part 1 above, the Employer will provide:
1. Economy class air travel or reimbursement of an economy class air fare;
2. <insert as required – e.g. per week for meals and incidentals>
3. <insert as required – e.g. airport transfers>
4. <insert as required – e.g. accommodation>
5. **DUTIES AND STANDARD OF SERVICE**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**8.1** The Performer is required to perform the parts or parts to be played as set out in Part 1, clause 1 above, and other such duties that may be reasonably assigned to the Performer from time to time. The Performer agrees to:

1. comply with and carry out all reasonable and lawful directions issued by the Employer, and its authorised representatives;
2. comply with the Employer’s policies and procedures (though the policies and procedures are not incorporated as a term of this Contract). The Performer understands that failure to do so may result in disciplinary action up to and including summary dismissal of their employment;
3. not engage in any conduct whatsoever that (either during working hours or otherwise) may damage the reputation of the Employer;
4. not engage in conduct or engagements which may constitute a conflict of interest with the primary business of the Employer; and
5. comply with the Rules of the Theatre set out at **Part 2** of this Contract.
6. **EXCLUSIVITY**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

* 1. 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 from the Employer. Consent shall not be unreasonably withheld.
1. **TERMINATION OF EMPLOYMENT**

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* 1. **Performer no longer required for specific part**

Should the Employer deem it necessary or desirable that the employee should not play the part for which they were engaged, the Employer may during the rehearsal period or within 2 weeks from the date on which the Performer has first played the said part and notwithstanding anything hereinafter contained, either give the Performer notice in writing terminating their engagement and replace the Performer in that part within 3 weeks from the date on which the notice is given, or where possible, employ them in an alternative role.

* 1. **Run of Play**

**GUIDANCE NOTE (DELETE THIS LATER):**  This clause may be used if the Performer is engaged on a run of play Contract – if not on run of play, delete this clause.

Other than in circumstances of summary dismissal set out below, the Employer must give the Performer not less than 3 weeks’ notice in writing of the conclusion of the tour, season or run except in a case where the tour, season or run has occupied 5 weeks or less at the time of the giving of the notice when the period of the notice will be not less than 2 weeks.

<or>

* 1. **Notice**

**GUIDANCE NOTE (DELETE THIS LATER):**  This clause may be used if the Employer wants to allow termination by either party and/or has issued a fixed term contract (delete clause if not required)

Other than in circumstances of summary dismissal set out below, either the Employer or the Performer may terminate the employment by giving at least <insert number of weeks> weeks’ notice in writing to the other party.

* 1. **Summary dismissal**

Notwithstanding any other clause in this Contract, the Performer’s employment may be immediately terminated by the Employer if the Performer:

1. engages in any act or omission which in the Employer’s opinion constitutes misconduct in respect of the employment;
2. commits a fundamental breach of their obligations as an employee;
3. commits any act of dishonesty, fraud, theft, sexual harassment or assault in the course of the employment;
4. neglects their duties or demonstrates incompetence in the performance of their part/s;
5. refuses to carry out a lawful and reasonable direction;
6. becomes incapacitated by illness or injury and is unable to perform their part/s for a period or periods in excess of 12 weeks in any period of 12 months;
7. is found by the Employer to have consumed, or are considered by the Employer to be under the influence of, alcohol, any illegal substance or prescription medications to an extent that, in the Employer’s sole opinion, impairs their ability to perform their part/s and duties;
8. is charged with or convicted of a criminal offence which, in the sole opinion of the Employer, affects their suitability for employment.
9. **ATTENDANCE WARDROBE, RECORDING, PUBLICITY AND MARKETING**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

* 1. The Performer consents to the use of their name, likeness and biographical data in connection with the Production and/or any publicity promotion or advertising relating to the Production.
	2. The Performer agrees to supply the Employer with a detailed biography, which the Employer may use for publicity purposes or for use in the official program that shall be published by the Employer.
	3. The Performer agrees to provide the Employer with recent photographs of themselves for publicity and any publications produced by the Employer. <Insert format of photograph if specific format is required.>
	4. **Prior to commencement**

If the Employer requires the Performer to attend before the date of the commencement of employment period for the purposes of wardrobe, digital recording, still photography, or publicity the Employer will give reasonable notice and will pay the Performer <$0.00> for each <hour/day – DELETE as appropriate> that the Performer is required and the cost of the Performer travelling to any venue or location.

* 1. **After commencement of employment**

On or after the date of commencement of employment if the Performer is required for the purposes of wardrobe, digital recording, still photography, publicity, or any other matter connected to the Employer’s business or the Production, the Employer will give reasonable notice and no further payment will be made to the Employer.

* 1. The Performer agrees that the Employer can use any images, footage or digital recordings of the Performer without further consent, limitation or payment in the following circumstances:
1. use on the Employer’s website, official social media platforms and associated social media platforms, end of year recaps and retrospectives and other like publications whether digital or hardcopy; and
2. remounts of the same Production.
	1. For the purpose of this clause 11, footage or images which depict the Employee in an intimate scene or rehearsal, can only be used with the Performer’s written consent.
3. **BILLING/PUBLICITY**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. The Performer's name as set out at Part 1 of this contract shall be used for billing and programs.
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.
3. **ARCHIVAL RECORDING**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**GUIDANCE NOTE (DELETE THIS LATER):** One (2) of the clauses below, either 9.1 or 9.2, must be deleted.

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.
2. The Employer does not (at this time) intend to record the Performer’s performance for archival purposes.
3. **<insert additional clause heading: e.g. appearance; medical; dressing room allocation; complimentary tickets; Producer’s trademarks; confidentiality; intellectual property; recording for non-archival purposes etc. >**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 <insert additional clause content>

1. **<insert additional clause heading>**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

<insert additional clause content>

1. **DEDUCTIONS**

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The Performer authorises the Employer to deduct from the Remuneration (or from any amounts payable to the Performer on termination of employment) any outstanding taxes, the market values of unreturned Employer property, annual leave taken in advance, any over-payment of the Remuneration or other amount owed by the Performer to the Employer and the Performer agrees that the deduction is a permitted deduction principally for the Performer’s benefit to avoid any claim being brought against their employment.

1. **CONTINUITY**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

The terms and conditions of this Contract will continue to apply to the Performer’s employment with the Employer despite any variations in the nature of the Performer’s position, duties or responsibilities unless otherwise agreed in writing.

1. **INFORMATION IS ACCURATE**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

The Performer agrees that all information supplied to the Employer in respect of their employment is accurate in all respects and that the Performer has not misled or deceived the Employer in relation to the information supplied. The Performer acknowledges and agrees that they have not omitted or failed to disclose any information to the Employer that may reasonably be considered to be relevant to their employment.

1. **JURISDICTION**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This Contract is governed by the laws of the State of <insert state>, Australia. Each party irrevocably submits to the nonexclusive jurisdiction of the courts of <insert state>.

1. **SEVERANCE**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

If any part of this Contract is invalid or unenforceable, the Contract does not include it. The remainder of this Contract continues in full.

1. **ACCEPTANCE**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

|  |  |
| --- | --- |
| **For the Employer:** | **For the Performer:**  |
| *(signature)* | *(signature)* |
| *(name - please print)* | *(name - please print)* |
| *(position)*  | *(date)* |
| *(date)* |  |
| *(witness signature)* | *(witness signature)* |
| *(name of witness- please print)* | *(name of witness – please print)* |

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

**PART 2 – 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 Employer 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.
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 and 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 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) they have the express permission of the Employer to be absent.