



musicianssection

supporting professional musicians

West Australian Musicians - Live Performance

CODE OF PRACTICE

Purpose

The purpose of this Code is to set out the basic principles of professional practice for when Musicians in Western Australia are engaged to carry out a live performance.

1. Access to Venue/ Set Up

The Hirer is to provide the Musician with reasonable access to the venue before and after the performance to allow setting up and pulling down, and for sound checking so the performance can start at the nominated time. The Hirer is to make all reasonable efforts to ensure that the Musician can access the venue without incurring infringements (e.g. parking fines). The Hirer will provide, where possible, secure on site parking for the Musician.

2. Arrangements Made for a Performance

Arrangements for the performance are to be specified at the time the agreement is made, and may be subsequently varied, but should not be on terms less favourable than those in this Code. Agreements between Musicians and Hirers are to be made using a written contract, and any variations should also be in writing. It is recommended that the Standard Contract for Live Performance by Musicians be used and signed by both parties to confirm the booking, well before the any performance begins. In accordance with industry practice and custom, the Hirer may negotiate the arrangements with an authorised negotiator on behalf of Musicians such as a Musician representative, a Booking Agent or a Manager.

3. Artistic Control

The Musician will have control of the Artistic content of the performance but will act in accordance with the lawful instructions of the Hirer related to:

- a) Compliance with any law, by-law, regulation, permit or license relevant to the proper and lawful conduct of the Hirer's business; and
- b) Any matters connected with the safety and well-being of the Musician or others.

4. Australian Business Number (ABN)

Where the Hirer requires the Musician to furnish an ABN in respect of payment, it shall only be for the purpose of the taxation laws. The contractual agreement is not a Tax Invoice.

5. Cancellation of Agreement

A confirmed performance is to be cancelled in writing (either mail or fax), received by the other party at least 28 days before the performance date. The Standard Contract for Live Performance by Musicians also allows for a reduced cancellation period of either 7 or 14 or 21 days if mutually agreed. A deposit and any incurred travel costs are not refundable by the musician in event of cancellation.

If any of the following conditions apply when a performance is cancelled by the Hirer then the full amount agreed for the performance (and set out as a Final Total on the Standard Contract) is payable immediately by the Hirer: (Note any GST component may not be payable in the event of cancellation.)

1. It is cancelled without proper written notice;
2. It is cancelled within a 28 day period (or within any shorter agreed period); or
3. The performance is confirmed within 28 days (or within any shorter agreed period) of the performance and no cancellation period will therefore apply.

The Musician may cancel at any time, if unable to perform due to sickness, injury, transport problems, weather conditions or anything beyond their control, and is not liable to repay any amounts paid by the Hirer prior to the Musician cancelling or for any loss or damage caused by cancellation. The Hirer will reimburse the Musician if they have incurred any upfront travel expenses.

6. Catering

The Hirer is to provide the Musician with an adequate supply of water, clean towels if required and any other drinks or food specified at the time of the agreement. It is custom to provide the Musicians with food, where food is being served.

7. Confirmation of Performance

Bookings should be confirmed by signed written agreement. Where the Standard Contract is being used a booking is not confirmed by the Artist until in receipt of a copy signed by the Hirer. In the Standard Contract the Hirer agrees to confirm performance by returned signed copy of the contract (via mail or fax) at least 7 days before the performance date.

8. Delay, Interruptions or Early Finish

If a performance of the Musician is delayed, interrupted or finishes early as a consequence of any act or omission of the Hirer, or weather conditions, then the Hirer will still pay the Final Total. The Musician shall not be obliged to continue past the finishing time unless they agree.

However, where a late start or interruption due to an act or omission by the Musician, they shall be obliged to perform the number and duration of sets described, even if it means playing past the scheduled finishing time. If it is not possible for the Musician to do so, the Hirer may discount the performance fee in the same proportion as lost set time bears to total set time.

9. Dispute Resolution

Where a dispute occurs, the parties should take all reasonable steps to settle the dispute by negotiation. If the dispute remains unresolved and legal action is taken, the parties should submit to the courts of the State of Western Australia to determine the dispute. Each party is liable for its own costs in the event of a dispute, except that where the Artist is successful in pursuing or defending a dispute then the Hirer will pay the Musicians' costs on an indemnity basis.

10. the Engagement

The Musician is to follow all reasonable instructions relating to the proper and lawful conduct of the Hirer's business. Where more than one Musician, all instructions will be conveyed through the Band Leader.

11. Insurance

The Hirer will provide and maintain the following policies with a reputable onshore insurer:

1. Public liability insurance (min \$10 million) including coverage endorsements for personal injury and property damage;
2. Workers compensation insurance; and
3. Property insurance or the replacement value of any equipment.

12. Merchandise

The Musician will have the right to display and sell merchandise during the performance and at least 30 minutes prior to and after the performance from a mutually agreed position without any payment to the Hirer.

13. Minimum Rates of Pay for Performance by Musicians

The Minimum Rates Sheet for Musicians Live Performance (produced by Media, Entertainment and Arts Alliance (WA branch) Musicians Section) sets out basic minimum rates of pay for Musicians who are performing live in WA.

14. P.A.

The Musician may agree to provide a PA or there may already be a PA installed at the venue. If the Musician is providing a PA then its provision is to be charged as an expense on top of the performance fee unless agreed otherwise. If the PA is already installed at the venue then there is no cost to the Musician for its use.

15. Payment

Unless otherwise agreed, full payment of the balance owed for each performance is payable to the Musician within 15 minutes of the conclusion of the performance. In the case of a percentage of door takings, then payment is to be within 30 minutes of the conclusion of each performance. Any alternative arrangements clearly agreed to, such as providing a tax invoice for services performed with specified payment terms, should be set out as a Special Condition in the Standard Contract for Live Performance by Musicians.

The Musician will accept any payment due by way of a global sum. The internal arrangements of the band will be used to determine the amount due under this agreement to each person comprising the band.

16. Power supply

The Hirer is to provide safe and adequate power supplies operated by competent persons in accordance with all statutory requirements. If any of the Musicians instruments or equipment is damaged by malfunction or improper



musicianssection
supporting professional musicians

Media, Entertainment and Arts Alliance
WA Branch, 123 Claisebrook Road, Perth WA 6000
Tel: (08) 9227 7924 Fax: (08) 9227 9016
Email: wa@alliance.org.au
www.alliance.org.au

operation of the power supply the Hirer is to reimburse the Musician for any costs incurred to repair or replace it.

17. Recording or Broadcast

Prior written consent of the Musician is required to authorise any recording or filming of the live performance by any person. In the event of a breach the Musician may cease performing with no loss of pay.

18. Rest Breaks

Before a performance commences, the Hirer and Musician should agree on what breaks are to be taken. The Musician is entitled to a break of at least 15 minutes every hour.

19. Security

The Hirer is to provide adequate security for the Musician, their instruments and equipment. This includes a lockable and secure place to store equipment. Where possible, the Hirer is to ensure a suitable dressing room is exclusively available.

20. Sound Engineer

Where necessary, the Hirer is to provide, at the Hirer's cost, a competent sound engineer to assist in the Musician's performance requirements unless otherwise agreed.

21. Staging and Safety

The Hirer will provide safe working conditions and ensure all equipment and facilities are in good working order. The Hirer will be in compliance with all statutory requirements, will obtain all permits, consents and licenses necessary for the performance and will ensure adequate staging with protection from sun and bad weather. Safety standards are set out in the *Safety Guidelines for the Entertainment Industry 2001*. (Copies of the Guidelines can be found under Resources, OH&S, at www.alliance.org.au)

22. Travel, Meals and Accommodation

The Musician is entitled to full remuneration for all travel costs incurred for travel outside of the Perth metropolitan area (30km from Perth CBD). "Travel costs" refers to transport (including fuel), meals (2 per day) and accommodation (overnight if required) costs.

Arrangements for travel costs are to be specified at the time when an agreement is made between the Hirer and the Musician. Travel costs may be included as part of total performance fee or treated as a separate fee on the Standard Contract. Travel distance and requirements must be made clear to each party at the time of agreement.

Where meals are to be provided, the Hirer is to provide meals of restaurant standard to be served in hygienic conditions. Where accommodation is to be provided, the Hirer will either provide accommodation of clean, hygienic motel standards. If travel is required North of the 26th Parallel, remuneration for travel costs shall be aligned with those set out in the Public Services Award (WA).

Definitions:

Arrangements/Engagement: The negotiated terms and conditions of a performance.

Band: More than one Musician performing as an ensemble together, and any crew (not in-house crew) who customarily work with the band.

Bill: The acts comprising the program of a musical/ entertainment event.

Booking Agent: A person who, for remuneration by way of commission or other fee, carries on the business of arranging performances whether or not acting as agent for a respondent or Musician.

Break: An interval between sets.

Call: A direction to attend for work at a particular time for the purpose of work. It is a minimum payment for three hours work at the hourly rate, even if the duration of the work is less than three hours.

Cover Charge: The price payable by members of the public for entry to a performance.

Crew: Support staff such as sound or lighting technicians.

Door Deal: An arrangement to pay a Musician by reference to cover charges.

Final Total: The aggregate of the payments due under contractual agreement for performance.

Hirer: A person or company engaging the Musician to perform.

In-House: Provided by the Hirer

Manager: A person retained by a Musician to manage their affairs and/or to act as an agent on their behalf to negotiate the arrangements.

Musician: The Musician/s or Artist/s comprising the band or solo musical act together with any crew (excluding in-house crew) who customarily work with the Musician.

Performance: A musical engagement by a Musician comprising of one or more sets.

Set: A list of musical compositions to be performed.

Solo Musician: A Musician performing alone, together with any crew (excluding in-house crew) who customarily works with the Musician.

Standard Contract: A Standard Contract for Live Performance by Musicians is produced by the Media, Entertainment and Arts Alliance (WA branch) Musicians Section – available to members by contacting the Alliance.

Union: The Media, Entertainment and Arts Alliance - Musicians Section.



musicianssection
supporting professional musicians

Media, Entertainment and Arts Alliance
WA Branch, 123 Claisebrook Road, Perth WA 6000
Tel: (08) 9227 7924 Fax: (08) 9227 9016
Email: wa@alliance.org.au
www.alliance.org.au