

ALIAS MUSIC

Terms & Conditions

www.aliasmusic.com.au

1. Unless otherwise arranged, the performer is to be paid cash in full before the performance.

2. The employer (hirer), will obtain all necessary permits and consents to the conducting of the function and all matters hereto and will comply with all conditions imposed with the granting of any such permit or consent and, in particular will ascertain and satisfy all requirements of the police force as to police supervision during the engagement.

3. The employer will:

(a) Provide a proper number of attendants and security to ensure the sufficient supervision of the venue and to prevent the entry of undesirables and ensure proper conduct of the audience, the safety of the audience, the safety of the performer and the preservation of order and will ensure the performer is provided with a safe and secure area in which to perform, if the performer in his sole discretion considers that the area in which he is to perform is unsafe because of lack of shelter from the elements including rain, wind, extremes of heat or cold or other adverse weather conditions or for any other reasons whatsoever, he/she may require that the employer make that area safe or make available another area that is safe.

The decision on whether an area is safe for performance shall be solely that of the performer. If the employer fails to make the area safe or make available an alternative safe area, the performer shall not be obliged to perform but his fee shall nevertheless remain payable

(b) Provide proper dressing room facilities if so required by the performer

(c) Provide all performers and operating crew meals to the same standard as of the guests

(d) An additional fee may be charged if the performers playing times are increased (approx \$100 per hour per performer)

4. The employer will provide access to sufficient mains power outlets which may include 3 phase power. He will also indemnify the performer for a loss, damage or injury through any malfunction thereof.

5. Where any public address system, amplifier or instrument is provided by the employer, the same will be of proper quality and in good working order. An additional fee may be charged if any band or venue equipment has to be entered and exited via stairs.

6. The employer will indemnify the performance against any loss, damage or injury, actual or consequential of whatever kind arising wholly or in part from the employer in complying with these conditions or from any trespass negligent act or omission to the employer his agents or any person under his supervision, direction or control.

7. The employer will be responsible for satisfying any demands of the Australian Performing Rights Association in relation to any royalties which may be claimed by the body of music to be used at the performance.

8. The employer:

(a) may cancel this booking by delivery of written notice or email to the office of the performer not later than thirty (30) days before the date set for the performance, where upon the employer will forfeit any deposit paid

The employer will be entitled to his fee as specified here notwithstanding any purported termination by the employer in any other matter

(b) The performer may cancel this booking for any reason whatsoever by delivery of written notice or email to the employer not later than thirty (30) days before the performance

The performer may cancel this booking upon less than thirty (30) days notice for reasons of ill health and if requested by the employer will produce a certificate from a registered medical practitioner certifying that he is unable to perform for reasons of ill health

In any circumstance where a performer cancels this booking, any deposit will be refunded to the employer

9. The liability of the performer to the employer for any loss or damages suffered by the employer by reason of failure to perform otherwise than in accordance with a cancellation pursuant to clause 9(b) or arising from any breach of the conditions hereof or a negligent act or omission of the performer in the performance of his obligations hereunder or in the doing of anything related herein shall be limited to the amount of the fee to be paid to the performer hereunder or to the performer supplying the services again.

10. Payment of the deposit (if applicable) by the employer shall not be a condition precedent to this agreement.

11. Where the fee to be paid to the performer is in any way related to or connected with the amount of door takings of the function then the employer agrees that the performers representatives shall be entitled to station a person or persons at the entrance or entrances and further that all such persons aforesaid shall be given reasonable access to the records of the employer relating to the ticket sales and takings of the function and that no ticket shall be given away or sold at any other than the advertised price without the consent of the performer or his agent.

12. Where the performer is a band or group comprising more than one person the term "performer" when used in this contract will mean the several members of that band or group from time to time and references to the singular shall include the plural.

Reference to the masculine gender shall include the other gender.

13. The performer when booked in a residency must notify the employer of any change to the residency by giving written notice or email to the employer at the address herein not later than twenty one (21) days before the date of the scheduled change.

14. Dispute resolution - should a dispute emerge between the parties to this contract concerning any matter arising from this contract the following procedure will be followed:

(1) The dispute shall be discussed in the first instance between the parties

(2) If unresolved, the dispute shall be discussed between a representative of the M.E.A.A. and the employer (or his/her nominee)

(3) If the matter remains unresolved, that matter shall be referred to the Australian Industrial Relations Commission

*Additional fees may be charged if playing times are increased. (approx \$100 per person per hour)