Iconic Staff & Administration FAQs

01. Responsibilities and Duties of Actors / Performers who are Employees of the company.

The information stated below is the duties, agreements, and responsibility of all ARTISTs Iconic Productions regardless of whether you are part-time or casual. The clauses below may be different to your signed agreement. If this occurs, your signed agreement will supersede the exact same clause as displayed herein. Cast who have signed and agreed to a 1, 3. 5 year exclusive Contract of Engagement/Employment will be legally bound to the contractual terms of the signed contract between parties and where a related clause as displayed below is the same as or of the same likeness of the signed contract, the individual signed contractual exclusive Contract of Engagement/Employment will take precedence.

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Responsibilities/duties of Actors / Performers who are ARTISTs of the company:

Your duties and responsibilities include, but are not limited to the following.

1. The ARTIST will be required to fulfil the set tour dates for all rostered Event Dates per year before terminating the agreement or resigning from the position. Rehearsals are a very costly expense, and all ARTISTs are required to fulfil the tour requirements as per the set dates of this agreement. If the ARTIST resigns or terminates the agreement prior to 6 months of performing or 150 shows the ARTIST acknowledges that financial compensation may not, by itself be an adequate remedy to the COMPANY in the event that the ARTIST terminates the agreement early and breaches its obligations and agreements herein the ARTIST acknowledges that the COMPANY will seek for an order of monetary damages as compensation for financial loss due to early termination and in order to adequately protect any such breach of obligations and agreements on the part of the ARTIST and that the ARTIST will be liable for all losses and costs incurred by the COMPANY to replace them and rehearse another person to complete the tour. If the ARTIST terminates the agreement or resigns from the position before the completion of the tour dates, the ARTIST will be required to pay back to the COMPANY any previously paid rehearsal remuneration the ARTIST received.

2. The ARTIST will be required to fulfil their duties with respect to the EVENTS as specified subject to any reasonable amendments and modifications to such duties which could be made by the COMPANY during the Term of the contract.

3. The ARTIST will be required to fulfil their duties with respect to the EVENTS as specified subject to any reasonable amendments and modifications to such duties which could be made by the COMPANY during the Term of the agreement.

4. The ARTIST will be issued with a login account to access the FAQs of the COMPANY and roster and will be required to regularly check the FAQs and their roster online at a minimum once every two days by logging in to the online server that is hosted by the COMPANY server.

5. Attend rehearsals, where required per specific Character in each EVENT they are allocated and chosen to do prior to their first allocation of a job to an EVENT.

6. Attend regular meetings, conferences where scheduled by the COMPANY. Meetings and conferences are unpaid and are a requirement to attend. Meals will be provided to ARTISTS.

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7. Inform the COMPANY using the Online Roster Program of days not available, one (1) month in advance. Where the Online Roster System is not work or under system maintenance the ARTIST will be required to use the COMPANY communication server, using their log in account to inform of the unavailability.

8. Drive and/or travel to and from the designated locations (where required).

9. Ensure that you are not under the influence of alcohol or drugs prior to arriving at a venue; performing at an event; or during any workable hour or rostered hours of work.

10. Ensure they arrive before their set call time (it is recommended to always arrive before your start time).Â It is important to start your work at the same time of your planned and allocated scheduled rosters, call sheets or work shifts.Â Changes to your scheduled rosters, call sheets or work shifts require a minimum of 5 days notice to your supervisor and need to be approved.Â For urgent changes, a minimum of 24 hours notice is required and approval obtained by your supervisor.

11. Assist the Team Supervisor, Director and/or Stage Manager and/or other colleagues where required.

12. Maintain all ASSETS including the proper and reasonable care of all items comprising of ASSETS having regard to the standards applied by COMPANY with respect to each EVENT.

13. Be responsible and present themselves and the brand with, goodwill and good name in the interest of the COMPANY by conducting the EVENTS in accordance with the format approved by the COMPANY and to act professionally at all times with regard to the conduct of themselves in all EVENTS and in the best interest of the COMPANY .

14. If and where required obtain a gun license and fire safety certification to fulfil their role in the jobs they have elected to undertake. The cost of the gun license will be at the expense of the COMPANY. The COMPANY will not renew any licenses where the ARTIST has resigned from the COMPANY or the agreement has been terminated.

15. Ensure they are able to be contacted by landline or mobile telephone or email or slack communications (a desktop and software APP provided by the COMPANY) and connection to a recognised network at all times.

16. Have an operable mobile phone with SMS, voicemail and email capabilities and have a good understanding of using such technology which is accessible within the network coverage areas.

17. Respond within 24 hours to confirm their allocated Job via Slack or the Online Roster System or where required by Text Message.

18. Reply to all communications received including messages from @slackbot or @Iconic.SlackBot.auto-msg, regardless of the media sent to you within 48 hours of receiving

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the communication/message. If you are unsure of how to respond to the computer serverbot of @slackbot or @Iconic.SlackBot.auto-msg, refer to the FAQ of How to communicate withÂ SLACKBOTÂ or tellÂ SLACKBOTÂ you have completed a reminder or an activity or task set for you?Â

19. Log into the online Knowledge Base and FAQ for the FAQ Updates on records, instructions and notes. It is recommended that the ARTIST check more than once (1) per day depending on what is occurring, as FAQs and News Updates may be updated regularly. Where a job is updated, the ARTIST will receive communication by a variety of media informing them of the update. It is a requirement that the ARTIST check the updated records, upon receiving the communication to ensure they have the most up to date information regarding the Event Job, Event Notes and or instructions. It is important that the ARTIST reads all the information on a booking order and/or call sheet for the events they are allocated. It is the responsibility of the ARTIST to ensure that they have the most up to date information regarding the job.

20. Have immediate communication to the COMPANY of all claims, demands, notices and other matters which might from time to time be raised by third parties which have the potential of imposing financial and/or legal liability upon the COMPANY whether or not such liability arises from the conduct of the ARTIST.

21. Perform and fulfil all roles in the jobs rostered on and selected to undertake. Where an ARTIST is unable to complete a job, they must notify the COMPANY 14 days prior to the event date.

22. Complete the online Job Event Timesheet (JET) or paper version at the completion of each.

23. Complete a Travel Log where they are driving or travelling in a vehicle owned and/or supplied by the COMPANY and return it according to the guidelines as found on the online Knowledge Base and FAQ.

24. Must follow and adhere to all duties, tasks and responsibilities as stated in the Knowledge Base and FAQ, this agreement, correspondence by all methods/means or verbally instructed by a member of management employed by the COMPANY.

25. Complete all other duties as requested by the COMPANY and/or its staff.

26. In consideration for the due performance by the ARTIST of the obligations and agreements on the part of The ARTIST contained in this Agreement, the COMPANY will pay the ARTIST the agreed amount of money as stated herein and will pay the amount by the Payment Process specified Schedule 1, with the following exceptions.

    1. Meetings will not be paid. However meals will be provided and paid for by the COMPANY.

    2. Where the ARTIST decides to travel on the COMPANY tour bus, no payment will be made to the ARTIST for the hours travelled on the tour bus on days where there are no EVENTS scheduled during travelling. The COMPANY will however still organise and pay the accommodation, meal allowances and incidentals to and for the ARTIST.

27. The ARTIST will at all times during the Term duly observe and perform the reasonable

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directions of the COMPANY with respect to the conduct and performance of each EVENTS and will exercise all due skill and care in carrying out their duties with respect to each EVENTS.

28. The ARTIST will promptly bring to the notice of COMPANY all matters and things which might reasonably need to be known by COMPANY with respect to each EVENTS including any future EVENTS and without limiting the generality. The ARTIST will promptly bring to the notice of COMPANY all problems, difficulties, claims, demands, threats or actions against COMPANY.

29. To the maximum extent permitted by applicable law, in no event shall the COMPANY be liable for any direct, indirect, punitive, incidental, special, consequential damages, in negligence or howsoever, or any damages whatsoever including, without limitation, damages for loss of use to an ARTISTS property, or profits, arising out of or in any way connected with this agreement between the ARTIST, and the COMPANY, performance in the EVENTS, the provision of or failure to provide services, or for any information, software, products, services and related material obtained or provided by the COMPANY, or otherwise arising out of information provided or obtained by COMPANY as acting on behalf of COMPANY whether based on contract, tort, negligence, strict liability or otherwise, even if the COMPANY or any of its suppliers has been advised of the possibility of damages. If the ARTIST is dissatisfied with any portion of the COMPANY, product listing, content, management, EVENTS or with any of these terms of use, the ARTISTâ€™s sole and exclusive remedy is to attempt to resolve this matter solely with the COMPANY or discontinue any arrangement with the COMPANY with a minimum of 4 weeks written notice to the COMPANY.

30. The COMPANY will during the agreement furnish the ARTIST with an itinerary detailing bookings of each EVENTS secured by the COMPANY in which the ARTIST will be required to attend and work in. The process of job allocation to the ARTIST will be as described in the FAQ (but may be changed where required).

31. The ARTIST will strictly observe the said itinerary and complete their duties at each selected job that they have been provided and allocated to do.

32. Nothing herein contained shall prevent the ARTIST **if casual or part-time** from undertaking engagements and/or contracts and/or employment with third parties during the agreement provided that that the ARTIST offers the COMPANY an exclusive attendance and acceptance of all jobs the ARTIST is rostered on a first priority basis and any other engagements, contracts or employment do not adversely affect the ARTISTâ€™s capacity to duly and properly fulfil its obligations to the COMPANY pursuant to this Agreement. **This clause does not apply to full-time ARTISTs.**

33. The ARTIST may not re-schedule an EVENT for any purpose, unless approval is received by the COMPANY.

34. The ARTIST must request approval from the COMPANY before offering their allocated rostered event to another ARTIST, providing the other person is an ARTIST of the COMPANY.

35. The ARTIST acknowledges that the COMPANY has at the cost and expense of the COMPANY compiled all texts, scripts, documents, advertisements, photos, films, movies, models, equipment, props and other objects which are utilised in the EVENTS from time to time (known herein as the â€œASSETSâ€). The COMPANY is acknowledged to be the absolute and unqualified proprietor of the ASSETS inclusive of all copyright of the COMPANY attaching to same and the ARTISTâ€™s use of the ASSETS is expressly subject to the due observance and performance by the ARTIST of its obligations and agreements as specified in this Agreement.

36. In view of the unique format and specific props, costumes and equipment required to carry

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out the work, the ARTIST may be required to obtain the required licenses to operate and use the ASSETS. Where this is the case the COMPANY will pay for the ARTIST to obtain the license.

37. The ARTIST is required to use the props, costumes and equipment provided by the COMPANY.

38. The ARTIST may not purchase, make, manufacture their own, props, costumes and equipment, unless it is approved in writing by the COMPANY and matches the colour, design and blueprint of the standard stock equipment provided.

39. The ARTIST acknowledges that at any time during the Term the COMPANY may at its discretion alter any one or more of the ASSETS. Without limiting the generality, the COMPANY may instruct the ARTIST to utilise only designated ASSETS in respect of any EVENTS. The ARTIST shall duly observe the directives of the COMPANY with respect to the utilisation and treatment of ASSETS.

40. The ARTIST must return all ASSETS they used at the completion of each event similar to the way they were when given out, to the designated stage team or area.

41. Where negligence is found to be caused by the ARTIST and costs are incurred by the COMPANY for ASSETS that are lost, returned damaged, ruined, dirty, or unclean, these costs will be deducted from the ARTIST wages.

42. Where the ARTIST is unable to return the ASSETS within 24 hours, a fee to replace each item lost will be deducted from the ARTISTâ€™s wage.

43. Upon termination of this Agreement for any reason, The ARTIST shall forthwith deliver to the COMPANY all ASSETS in the possession of the ARTIST or, in the case of ASSETS located outside the control of the ARTIST, the ARTIST will furnish the COMPANY with full particulars of their location including the provision of all necessary authorisations in favour of the COMPANY which may be required for the securing and collection of ASSETS from third parties. The final termination payment will not be paid until all ASSETS are returned similar to the way they were when given out and at the satisfaction of the COMPANY.

44. The ARTIST acknowledges that the COMPANY has conducted extensive research and has compiled extensive resource materials in developing and producing the EVENTS. The right of the COMPANY with respect to the ASSETS including without limitation associated intellectual property and copyrights attaching to same, are valuable rights. The ARTIST further acknowledges that financial compensation may not, by itself be an adequate remedy to the COMPANY in the event that the ARTIST breaches its obligations and agreements herein. The ARTIST acknowledges that the COMPANY may require the remedy of injunctive relief from a Court of Law in order to adequately protect any such breach of obligations and agreements on the part of the ARTIST.

45. The ASSETS and all information of and incidental to the ASSETS are the exclusive property of the COMPANY and the format and content of the EVENTS represents copyright material owned by the COMPANY. The ARTIST will not at any future date without the express written consent of the COMPANY utilise for the purposes of the ARTIST and/or for the purposes of any third party the ASSETS and the said copyright material PROVIDED THAT nothing herein contained shall limit the right of the ARTIST to utilise information and material which is readily available in the public domain.

46. The ARTIST will not during the Term either directly or indirectly engage in any conduct which shall compete with the business of the COMPANY involving the production and conduct of the EVENTS.

47. The ARTIST will not for a period of two (2) years following the termination or completion of this Agreement directly or indirectly:-

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1. Communicate with any third parties who attended a EVENTS or who were scheduled to attend a EVENTS;

2. Solicit the engagement of an ARTIST or any other entity by any third party including any party specified in sub-paragraph (a) hereof;

3. Engage in any activity which shall be in competition with the COMPANY; within any state of Australia or New Zealand or the United Kingdom or Ireland or the United States of America or Canada or where the COMPANY conducts or conducted an EVENTS immediately prior to any such termination of this Agreement. The provisions of this Clause are intended to protect the goodwill and ASSETS of the COMPANY and accordingly the restrictions and limitations upon the ARTIST herein specified shall be applied only for the purpose of preventing the ARTIST competing with the COMPANY and thereby unfairly exploiting the good will and ASSETS of the COMPANY. Nothing herein contained shall be deemed to prevent the ARTIST from conducting social and non-commercial contact with the third parties herein before specified or in conducting commercial activities where such activities are not in direct competition with those of the COMPANY.

48. This Agreement shall be terminated forthwith upon the death of the ARTIST or upon the ARTIST becoming incapable of performing its duties pursuant to the terms of this Agreement by virtue of illness, injury or other physical or mental incapacity. In the event of such termination, neither party shall have the right to claim from the other compensation for loss and damage of and incidental to such termination. Nothing herein contained shall be deemed to limit or to otherwise affect the right of either party to claim compensation for any antecedent loss and damage or for loss and damage caused by any deliberate act, fault or neglect on the part of either party in breach of its obligations as set forth in this Agreement.

49. In the event that ARTIST wishes to terminate the Agreement prior to the expiry of the Term (subject to the other clauses in this Agreement) then a minimum of four (4) weeks notice in writing is required to be served upon the COMPANY.

50. In the event that COMPANY wishes to terminate the Agreement prior to the expiry of the Term then a minimum of two (2) weeks notice in writing is required to be served upon the ARTIST.

51. This Agreement shall be terminated forthwith under any situation where the COMPANY is unable to continue to carry on in the normal course of business due to fire, theft, death of the Proprietor(s) or winding up orders being placed on the COMPANY.

52. Notices pursuant to the terms of this Agreement shall be deemed to be duly served if delivered by facsimile, pre-paid post, electronic email or personally to the last known address of the parties.

53. In the course of conducting the EVENTS, the ARTIST shall have no authority to incur expenses in the name of and/or on behalf of the COMPANY unless such expenses are otherwise expressly authorised by the COMPANY to incur same.

54. The COMPANY reserves the right to change/amend or alter clauses within the agreement provided that it is done so, in writing and with two weeksâ€™ notice to the ARTIST.

TRAVELLING / TRANSPORTATION / ACCOMMODATION:

55. The COMPANY will pay for and provide the following event management, coordination, planning and services to the ARTIST for each event the ARTIST is rostered to perform at, where the ARTIST is required to perform in an event that is 250 or more kilometres from the ARTISTâ€™s state city capital GPO place of residence. All travel arrangements and decisions will be at the discretion of the COMPANY.

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1. The event management team of the COMPANY will, plan, book and schedule all flights/transport to ensure that the ARTIST arrives on time to their events, which includes scheduling and booking flights as requested, making arrangements and managing all travel arrangements with vendors and their support staff.

2. Coordination & booking of all rentals/hire as approved by the COMPANY for the event.

3. Coordination & booking of all transportation as approved by the COMPANY for the event.

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4. Coordination & booking of all accommodation needs as approved by the COMPANY for the event.

56. In the event the COMPANY is forced to change the date of a booking, flight, accommodation or related service for an Event, every effort will be made by the COMPANY and its staff to transfer location reservations, and bookings. The ARTIST agrees that in the event of any changes, they will accept all changes and indemnify the COMPANY of any loss or inconvenience it may cause to other arrangements and/or engagement the ARTIST had.

57. **Personal Information and Disclosure**:
    In order to deliver the services of travelling, transportation and accommodation to the ARTIST and for the purposes set out, the COMPANY may disclose the ARTISTâ€™S personal information to organisations outside the COMPANY. The ARTISTâ€™s personal information is disclosed to these organisations only in relation to COMPANY and related companies providing services to the ARTIST. These organisations may carry out: customer enquiries; mailing systems; billing and debt-recovery functions; information technology services; marketing, telemarketing and sales services; market research; and web site usage analysis. The COMPANY takes reasonable steps to ensure that these organisations are bound by confidentiality and privacy obligations in relation to the protection of your personal information. In addition, we may disclose the ARTISTâ€™s personal information to: authorised representatives or legal advisers (when requested by you to do so); our related companies; our professional advisers, including our accountants, auditors and lawyers; government and regulatory authorities and other organisations, as required or authorised by law; organisations who manage our business and corporate strategies, including those involved in a transfer/sale of all or part of our assets or business (including accounts and trade receivables) and those involved in managing our corporate risk and funding functions (e.g. securitisation); and other telecommunication and information service providers.

58. **Indemnity**:
    1. All material provided, through the coordination, planning, and booking of reservations and/or schedules is derived from sources believed to be current and accurate as at the date of publication/purchase and is provided in good faith. The COMPANY makes no representation or warranty that any material provided to the ARTIST will be accurate, reliable or complete (nor does COMPANY accept any responsibility arising in any way for errors in, or omissions from that material, even if those errors or omissions occur on account of COMPANY negligence). The COMPANY makes no representations as to the nature, quality or suitability about any or all of the bookings/reservations provided and the ARTIST agrees that the ARTIST shall be responsible for first satisfying himself/herself by independent enquiry or advice as to the suitability of the particular booking. Nor does the COMPANY make any representation as to the nature or quality of the goods or services provided by the listed businesses and service providers, or as to their suitability for the purposes of persons using the details. The COMPANY shall have no liability, in negligence or howsoever, for any loss, damage, liability or inconvenience suffered by the ARTIST or any other person as a result of their use of the details. Any person proposing to use or

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rely on any of the contact details should first satisfy themselves of the currency and accuracy of those details and any other information displayed on documentation/reservations received. The COMPANY will not be liable, in negligence or howsoever, for loss, damage, liability or inconvenience suffered by the ARTIST or any other person resulting from any action or decision by the ARTIST in reliance upon the information provided by email, fax or post or any propagation of computer worms, virus, internet access difficulties, malfunction in equipment or software, interruption, communications failure or delay in operation.

2. The COMPANY and its agents act only on behalf of the ARTIST and upon the express condition that the COMPANY shall not be liable or responsible for any direct, indirect, consequential or incidental damage, injury, loss, accident, delay or irregularity of any kind, which may be occasioned by reason of any act or omission of any third party (including without limitation, any act, inaction or breach of contract of any third party, which is to or does supply any goods or services.). Without limiting the foregoing, The COMPANY does not own or operate any third party suppliers of services such as hotels, restaurants, transportation companies, sightseeing companies or local tour operators. The COMPANY is not responsible for any injury, death, loss or expense due to overbooking of accommodations, default of any third parties, sickness, weather, strikes, acts of God, Government, acts of terrorism, criminal activity, war, quarantine, force majeure events or any other cause beyond its control. All such risk, loss and expense must be borne by the vendor and/or the ARTIST.

3. Occasionally, it may be necessary to alter or amend itineraries. This may be due to road, weather and other operational needs prevailing at the time, and is always made in the best interests of the ARTISTâ€™s comfort. Any personal expenses incurred by the ARTIST as a result of any delay, alteration or curtailment of any tour, booking and/or reservation whether caused by mechanical defect, strikes or any other cause are the responsibility of the vendor (we strongly recommend all ARTIST take out Travel Insurance, at their own expense)

59. **Bookings / Schedules / Itinerates / Reservations**:
    1. No airplane or flight travel will be provided under 250 kilometres, or when the ARTIST decides to arrive or leave from an event or tour earlier or later than the designated tour dates. Where an ARTIST is allocated to perform at an event for 1 day only, no accommodation will be provided.

    2. All additional charges that are incurred by the ARTIST that are not shown on the airfare confirmation, will be at the expense of the ARTIST.

    3. Any additional charges for excess baggage will be at the cost of the ARTIST and will be required to be paid at the AIRPORT upon departure.

    4. The ARTIST must arrive at the airport no less than required set time by the airline before departure. If the ARTIST misses their allocated flight, is late, does not show up or is removed from the airport for any reason, other than a medical reason, the ARTIST will be required to pay for the total amount of the airfare and any additional charges to the COMPANY. The amount will be deducted from the ARTISTâ€™s wage.

    5. The ARTIST is responsible for reading and understanding the terms and conditions of the airline booked and is responsible for their own actions on the plane.

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1. No accommodation will be provided under 250 kilometres, or when the ARTIST decides to arrive or leave from an event or tour earlier or later than the designated tour dates. Where an ARTIST is allocated to perform at an event for 1 day only, no accommodation will be provided.

2. All additional charges, late fees, mini-bar expenses or damages to the hotel room or accommodation will be at the expense of the ARTIST.

3. The ARTIST is responsible in ensuring they adhere to all state and federal laws with regards to housing a person under the age of 18 in an accommodation location that has been booked.

4. At the discretion of the COMPANY accommodation booked may be AIRBNB rooms, AIRBNB business account entire homes (where an allocated room in the entire house is provided to the ARTIST), single hotel rooms, serviced apartments with separate individual bedrooms or twin share or multiple separate beds in one room. In the event that twin share or multiple separate beds in one room housing is booked, the COMPANY will ensure that all male ARTISTS are housed together and all female ARTISTS are housed together and separately from the male ARTISTS, but may be in the same accommodation/house/

5. The accommodation booked for the ARTIST may be at minimum 2 stars dependant on the location of the event or the financial cost to the COMPANY.

6. If the ARTIST does not show up, does not check in or cancels the accommodation booking, the ARTIST will be required to pay for all charges, services fees, administration or cancellation charges the COMPANY has incurred and/or charged. The amount will be deducted from the ARTISTâ€™s wage.

7. Some accommodation providers require a credit card imprint or equivalent at check-in to cover incidental charges. The ARTIST registering at check-in will be required to provide a personal credit card for these incidental charges, however should not be expected to pay for the room. In the event the accommodation provider charges the ARTIST for a room, already organized and approved by the COMPANY, the ARTIST must immediately contact the COMPANY to inform them of this. The COMPANY will reimburse the ARTIST upon receipt of the payment.

8. The ARTIST will be responsible for reading and abiding by the terms and conditions of the accommodation provider.

1. Where applicable and approved by the COMPANY, an ARTIST may be provided a vehicle in the rental class the COMPANY has booked (or a comparable vehicle if a vehicle in that class is unavailable) for the period of time stated on the rental agreement or confirmation.

2. As most rental car companies require a VISA/MASTERCARD to collect the rental car, the ARTIST will be required to use their personal credit card or VISA/MASTERCARD Debit Card to collect the car.

3. If the ARTIST does not show up, is late, does not check in, does not collect the rental car or cancels the rental car reservation, the ARTIST will be required to pay for all charges, services fees, administration or cancellation charges the COMPANY has incurred and/or charged. The amount will be deducted from the ARTISTâ€™s wage. The ARTIST will then be required to make their own way to the required location at their own expense and indemnify the COMPANY of all liabilities and any costs and charges the ARTIST incurred.

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4. The ARTIST should not leave the location of the vehicle rented without inspecting the vehicle and ensuring it is in the condition shown in the Vehicle Details and Conditions Report. The ARTIST should report any differences immediately to the staff at the car rental pick-up location. The ARTIST should also make sure they have any equipment that has been requested. Damages to the car will be the responsibility of the ARTIST who is the nominated driver and expenses incurred will be the responsibility of ARTIST.

5. If the total charges that are paid at the end of the rental is more than the Estimated Rental Charges, as indicated on the confirmation sheet, the difference will be required to be paid for by the ARTIST.

6. The hiring of any equipment such as child seats, GPS (satellite navigation) units, trolleys, boxes or mining equipment will be at the expense of the ARTIST, unless approved in writing by the COMPANY.

7. The cost of fuel, will be at the expense of the COMPANY. If the vehicle is returned to the rental location without a full tank, the cost charged by the rental company to the COMPANY will be required to be paid for by the ARTIST.

8. The cost of purchasing collision damage waiver protection will be at the expense of the ARTIST.

9. The fee, which is often called a Premium Location Surcharge (PLS), from certain locations such as airports will be paid for by the COMPANY.

10. The credit card fee, if applicable will be paid for by the COMPANY. Credit card fees incurred by additional charges that the ARTIST incurred will be at the expense of the ARTIST.

11. The fee for returning a vehicle at a location other than where it was picked up, will be paid for by the COMPANY, as long as the COMPANY has approved the other location in writing.

12. The fee to cover any additional drivers, will be at the expense of the ARTIST, unless approved in writing by the COMPANY.

13. The fee to compensate the rental company for loss of rental income if the vehicle is returned before the agreed time, will be at the expense of the ARTIST.

14. Excess kilometres charges will be at the expense of ARTIST, unless approved in writing by the COMPANY.

15. Traffic, parking fines, Toll road fees and fines and all administration incurred during the period of the rental will be at the expense of the ARTIST. The COMPANY recommends that no toll roads are taken at any time during the use of a rental or hired car for the purpose of an EVENT.

16. The cost of repair to or replacement of the vehicle or any items supplied with it such as keys, tyre change equipment or E-Toll tags, or other property damaged, and any costs associated with repair or replacement of the vehicle, items or property will be at the expense of the ARTIST.

17. Charges to cover the rental income that is reasonably consider to have been lost if the damage to or loss of the vehicle means that rental company loses the opportunity to hire it out to someone else will be at the expense of the ARTIST.

18. The cost of repair to or replacement of damaged or lost equipment, and any costs associated with repair or replacement will be at the expense of the ARTIST.

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19. Charges for professional cleaning of the vehicle where the condition of the vehicle requires a special clean (e.g. as a result of food, drink and other stains and marks, animal fur, mud and dirt and smoke damage (including damage caused by tobacco products)) will be at the expense of the ARTIST.

20. Towing costs if the vehicle needs to be towed from a remote or sparsely populated area will be at the ARTIST, unless approved in writing by the COMPANY.

21. Additional rental charges if the vehicle is not returned on time, will be at the expense of the ARTIST. Grace periods are often offered by rental companies and the ARTIST is responsible for checking what this may be.

22. The ARTIST must sign the rental agreement prior to driving the rental car and is responsible for ensuring they read and understand the terms and conditions of the rental company.

1. The COMPANY and its staff reserve the right to select the most affordable, flight, airport seating and features, including excess baggage, location convenient accommodation or car rental location when coordinating, planning and booking such services for and on behalf of the ARTIST. The ARTIST agrees to accept all reservations and bookings completed by the event management team of the COMPANY.

2. The COMPANY and its staff will be the sole decision maker as to the choice of airline, hired/rental car, location and accommodation housing and changes to any reservations or bookings by the COMPANY and under no circumstances can an alteration be made by the ARTIST, without the written approval of the COMPANY. Where the COMPANY does not approve or consent to changes being made and the ARTIST makes their own arrangements all costs incurred by the ARTIST will be at the ARTISTâ€™s expense and all costs incurred to the COMPANY for the changes will be required to be paid back by the ARTIST to the COMPANY, by deducting it from the ARTISTâ€™s wages.

3. Where the ARTIST requests to reside with a family or friend in a family or friendâ€™s house, travel in a family or friendâ€™s car to a location and/or event the COMPANY will not arrange any travel, accommodation services for the ARTIST and the ARTIST agrees that they will not be paid any related allowances where this occurs. In the event the COMPANY has planned, booked, scheduled and paid for reservations for the ARTIST and the ARTIST is found to have organised or resided with a family or friend in a family or friends house, and/or travelled in a family or friendâ€™s car to a location and/or event, the COMPANY will deduct the costs incurred for the entire cost of the booking/reservations from the ARTIST.

4. In the course of attending a reservation, the ARTIST shall have no authority to incur expenses in the name of and/or on behalf of the COMPANY unless such expenses are otherwise expressly authorised by the COMPANY to incur same.

5. Without affecting any statutory consumer rights that cannot be lawfully excluded or limited: the COMPANY will not be liable for any losses, damages, liability, claims or expenses (howsoever caused, including negligence, and whether direct, indirect or consequential) arising from the use of or connected with accommodation location, airline, and/or rental company that has been organized by the COMPANY for the ARTIST. The COMPANY makes no warranty or representation as to suitability of any product or service booked.

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6. The ARTIST is responsible for reading and understanding the terms and conditions of each vendor for all booked schedules, and reservations and is responsible for adhering to the vendor's terms and conditions.

7. **Airplane / Flight Travel:**
8. **Accommodation**:
9. **Car Rental/Hire**:

60. The ARTIST will be required to use either their own or suitable transportation of their choice to travel to and from the allocated locations, and/or the allocated EVENTS and/or job.

61. Where the ARTIST is required to travel to and from an event which is in excess of 250 kilometres from the ARTISTs CBD GPO, the ARTIST will receive all related meal and travel allowances where applicable.

62. At the discretion of the COMPANY a registered and comprehensively insured Commercial Vehicle may be provided to travel to and from locations. Where this occurs the ARTIST is required to be ready by the set call times at the organised and designated pickup point. If an ARTIST is not at the designated pick up location or is late, the ARTIST will be required to make their own way to the required location at their expense.

63. ARTISTâ€™s are not allowed to request to be dropped off or collected from their place of residence, airport, allocated area, the allocated EVENTS and/or job and must follow the call sheet where issued.

64. Where the COMPANY supplies a rental vehicle or a registered and comprehensively insured Commercial Vehicle to the ARTIST, the vehicle provided cannot be used for private use under any circumstances.

65. Where the COMPANY supplies a registered and comprehensively insured Commercial Vehicle to the ARTISTs, the ARTIST is responsible and liable during the period of time the ARTIST is using the vehicle, for the following items but not limited to: all damages to the vehicle, costs of repairs, traffic, parking and road infringement notices.

66. Where the COMPANY supplies a rental vehicle or the COMPANYâ€™s registered and comprehensively insured Commercial Vehicle to the ARTIST and that vehicle is involved in an accident or damage to the vehicle, the ARTIST will be deemed to be responsible for any insurance excess and/or costs of repairs necessary (whichever is the greater amount) as a result of that accident if the ARTIST is responsible for that accident.

TRAVEL and PURCHASE REWARDS POINTS and/or FREQUENT FLYER POINTS:

67. Where the ARTIST is required or authorised to make purchases on behalf of the COMPANY, for COMPANY related purchases or transactions using a COMPANY issued card where the ARTIST uses their own card and is reimbursed for the purchase by the COMPANY, the ARTIST cannot accept rewards or points using their own personal card or personal use when such reward points are earned from the purchase of goods or services for the COMPANY.

68. Where the ARTIST has been found to use their own personal card the accumulation and redemption of such points for personal use would be deemed as fraud and the ARTIST would be required to reimburse the COMPANY one Australia dollar ($1.00 AUD per the currency of the purchase) per point fraudulently accumulated at the time of the transaction and will be forwarded to the local police for prosecution.

69. Where the ARTIST is provided with company REWARDS CARD or QANTAS FREQUENT FLYER

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CARD, the ARTIST is required to use the provided card to obtain the required REWARDS POINTS.

70. All REWARD POINTS accrued when such reward points are earned from the purchase of goods or services for the COMPANY using a COMPANY provided card or where the COMPANY has reimbursed the ARTIST using their own personal card is the exclusive owned by and the property of the COMPANY at all times.

FILM / AUDIO / VISUAL / PHOTOGRAPH RELEASE:

71. The ARTIST irrevocably, consents, authorises and grants a non-exclusive licence and permission to the COMPANY and the Producers/Directors of the COMPANY, which includes its successors and assign them the right to having the ARTIST being filmed, photographed, recorded, simulcast or broadcast (â€˜ARTWORKâ€) from a theatre or other place of entertainment during the course of such entertainment owned, operated or managed by the COMPANY (known herein as EVENTS); the right to create/draft/design/use/edit the ARTWORK into video, video clips, sketches, illustrations, paintings, images, photographs, cgi, vfx, sfx and other related work for the purpose of advertisement, programming, filming and/or TVC, and/or other visual reproductions (â€œPROMOTIONAL MATERIALâ€) which may include other artwork and material; the right to use and to license others (where applicable) to use the ARTWORK and the PROMOTIONAL MATERIAL in all media throughout Australia and the world including for the purposes of recordings, publicity, advertising, sales, and promotion of the EVENTS (â€œPERMITTED PURPOSEâ€).

72. Subject to the Moral rights of the ARTIST, the COMPANY shall have the exclusive right to Use the ARTISTs Name and Likeness, by any present or future methods or means, and to Use and authorize others to Use the ARTISTs Name and Likeness for and in connection with the PROMOTIONAL MATERIAL, the soundtrack (including a soundtrack album), trailers, and documentary and/or "making of" productions, and all advertising (including the ARTISTs Name and Likeness on sleeves, jackets and other packaging for soundtrack albums, video cassettes, videodiscs, compact discs, DVDs, written publications and the like), merchandising, commercial tie-ups, publicity, and other means of exploitation of any and all rights pertaining to the EVENTS and PROMOTIONAL MATERIAL and any element thereof.

73. The ARTIST indemnifies the COMPANY from any monetary compensations, reimbursements, and payments for use of the ARTWORK and PROMOTIONAL MATERIAL and acknowledge and agree that they release and waive their right now or hereafter to request or receive royalties, payments, compensation or other financial gain from the COMPANY based on the use of the ARTWORK, the PROMOTIONAL MATERIAL for its PERMITTED PURPOSE.

74. The ARTIST further releases the COMPANY from any infringement or violation of personal and/or property rights of any sort whatsoever based upon the use of the ARTWORK and the PROMOTIONAL MATERIAL.

75. The ARTIST acknowledges and agrees that the COMPANY will own any and all rights in and to all literary works, dramatic works, artistic works and musical works arising from or in connection with the ARTWORK, the EVENTS, the PROMOTIONAL MATERIAL, including all files, illustrations, drawings, sketches, images, video, video clips, animation, cgi, vfx, sfx, documents and other related work at the completion of all PERMITTED PURPOSES, but not limited to the Copyright therein, and all renewals, extensions or reversions of Copyright now or hereafter provided, and the Producer shall be deemed the author thereof.

76. The ARTIST acknowledges and agrees that all ARTWORK can be used by the ARTIST for personal home use and/or reference material and/or for curriculum vitae / work portfolio purposes but cannot be used for commercial purposes, advertising, promotion, exhibition, and exploitation of the EVENTS and/or the Live Performance Recordings or re-recording by any method or device now known or hereafter devised in which the same may be used, and/or incorporated and/or exhibited and/or exploited. The ARTIST further acknowledges that they would be required to send a written request either by email or post to the COMPANY,

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asking for a copy of the ARTWORK or PROMOTIONAL MATERIAL. In addition no item relating to the ARTWORK or PROMOTIONAL MATERIAL can be used on any other project or production not approved or relating to the EVENTS, or without the expressed written permission of the COMPANY and/or COMPANY.

77. The ARTIST must provide, within 48 hours, to the COMPANY all unmodified and original ARTWORK, that they may have taken or asked another person to take of the EVENTS at any time during the course of the contract.

78. The ARTIST further acknowledge that the COMPANY are not obliged to use the ARTWORK.

PROPS AND SCRIPTS:

Except with the prior written consent of the COMPANY (which consent shall not be unreasonably withheld), in the ARTISTâ€™s provision of the Services of an ARTIST

79. Must not make any changes whatsoever to the Works or to any Booked Show, either in whole or in part; and

80. In connection with the performance or presentation of a Booked Show, the ARTIST:

    1. Must not lease, purchase or otherwise obtain any Props; and

    2. Must not use any Props other than Approved Props

81. **WARRANTIES AND INDEMNITIES**:

The Services must be provided by the ARTIST in a proper and workmanlike manner and in compliance with the reasonable direction of the COMPANY, to any applicable COMPANY standards

82. The ARTIST warrants that no literary or other works employed or created by the ARTIST in the provision of the Services infringe any copyright, obligation of confidentiality, patent or other right of property belonging to or benefiting any third party.

83. In the event that in the provision of the Services either warranty is broken by the ARTIST, the ARTIST, upon requests being made by the COMPANY, shall resupply the Services to remedy such breach and at no charge to the COMPANY. Such remedy to the COMPANY is without prejudice to any other right or remedy to which the COMPANY may be entitled, whether at law, in equity or otherwise.

84. The ARTIST indemnifies, and keeps indemnified, the COMPANY from and against any Claim of any kind (including legal costs and disbursements in defending or settling the claim giving rise to same) however suffered or incurred by the COMPANY by virtue of the provision of the Services or any breach of this Agreement by the ARTIST.

85. The indemnity contained in the whole agreement extends (without limiting the generality of the foregoing) to any costs, damages, loss or liability (including legal costs and disbursements in defending or settling the claim giving rise to the same) incurred by the COMPANY or its Associates by virtue of any injury or disability suffered by any Staff or by any ARTIST or contractor of the COMPANY, arising by whatever legal theory (whether statutory, tortious or otherwise).

INTELLECTUAL PROPERTY:

86. The ARTIST acknowledges and agrees that as at the Start Date the COMPANY holds all intellectual property rights in and to the Works.

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87. The ARTIST will:

    1. immediately inform the COMPANY of any matter which may come to its notice during the operation of this Agreement which may be of interest or importance or use to the COMPANY; and

    2. immediately communicate to the COMPANY any proposals or suggestions occurring to him during the Term which may be of service for the COMPANY

88. Any discovery, design, invention, idea, concept, technique, document, secret process or improvement in procedure conceived, made, developed or discovered by the ARTIST in the course of providing services under this Agreement (whether alone or with any other person) which is capable of being used or adapted for use in connection with the activities of the COMPANY (the â€œInventionsâ€) must immediately be disclosed to the COMPANY, whether or not the Inventions are capable of being protected by copyright, letters patent, registered design or other protection.

89. All Inventions will be part of the Confidential Information, and the ARTIST assigns or, to the extent necessary, will assign its entire right, title and interest in and to the Inventions (and any intellectual property protection obtained in respect of the Inventions) to the COMPANY as the COMPANY may nominate for the purpose.

90. The ARTIST will at the expense of the Company execute all documents and do and execute all such further acts, matters and things as may be necessary or reasonable to:

    1. register or otherwise protect the Inventions; and

    2. perfect the assignment required by this clause

91. Whenever required to do so, and at the expense of the Company, the ARTIST will apply or join in applying for letters patent or any other intellectual property protection reasonably determined by the COMPANY in Australia or in any other part of the world for any Invention conceived, made, documented, developed or discovered by the ARTIST in the course of providing services under this Agreement. The ARTIST will execute all instruments and do all things necessary to apply for such protection and to assign the benefit of that protection to the COMPANY or its nominee.

92. Nothing in this Agreement affects the Moral Rights in any works, items, materials or information supplied pursuant to this Agreement.

CANCELLATION OF AN EVENT OR JOB/DUTIES NOT COMPLETED BY THE ARTIST:

93. Should the ARTIST not complete the Term of this agreement then the cost of all car rentals, accommodation and airfare and any related travel expenses paid by COMPANY will be required to be paid back to COMPANY. This sum may be deducted by the ARTISTS wages but may be waived in the event of extraordinary circumstances.

94. Where the monies owed cannot be deducted from the ARTIST wages an Invoice will be issued to the ARTIST and payment will be due within 30 days of receipt of the Tax Invoice.

95. If the ARTIST loses their driverâ€™s license, it will be their responsibility to ensure that they can attend the selected work. This Agreement shall be terminated immediately and forthwith upon the loss of a motor vehicle driverâ€™s licence, cancellation of a job for a period of more than 5 days (without prior consent or authorisation from the COMPANY) or non-compliance of the duties of the ARTIST contained herein.

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CONFIDENTIALITY:

96. The ARTIST agrees that during the course of this Agreement he may become acquainted with or have access to Confidential Information. The ARTIST during and after the Term must maintain the Confidential Information confidential and prevent its unauthorised disclosure to or use by any other person, firm or company, unless prior written authorisation is obtained from the COMPANY.

97. The ARTIST agrees that it must not:
    1. use the Confidential Information for any purpose other than for the benefit of the COMPANY during or after the Term;
    2. remove the Confidential Information from the Premises of the COMPANY without the written consent of the COMPANY;
    3. for whatever reason, either for itself or any third party, appropriate, copy, memorise or in any manner reproduce any of the Confidential Information.

98. The ARTIST agrees to return any or all of the Confidential Information howsoever embodied on the request of the COMPANY.

99. The ARTIST agrees that it must not, both during or after the Term for whatever reason, make improper use of the Confidential Information acquired by virtue of this Agreement, to gain directly or indirectly, an advantage for itself or for any other person or to cause detriment to the COMPANY.

100. The ARTIST must take all reasonable precautions to prevent any unauthorised disclosure of Confidential Information, including the following precautions:

    1. the ARTIST must at all times store all Confidential Information safely and securely;
    2. the ARTIST must immediately notify the COMPANY in writing of any actual, threatened or suspected unauthorised disclosure of any Confidential Information; and
    3. the ARTIST must take all reasonable measures to minimise any unauthorised dissemination of any Confidential Information which is in any way related to or resulting from an act or failure to act by the COMPANY.

101. The ARTIST must sign the COMPANYâ€™s statutory declaration and certification of return of all confidential information and ASSETS, at the time of termination of their employment and/or this agreement.

102. All sales, scripts and documentation remains the property of the COMPANY. Intellectual property while you are employed in the COMPANY, becomes the property of the COMPANY and all such information and copies thereof need to be returned to the COMPANY on resignation or termination. Following your resignation or termination, you agree to maintain a sufficient degree of confidentiality and competition; while working for a competitor about market sensitive information, practises and/or Iconic Productions contact database of clients, ads, brochures, scripts, transcripts and any additional intellectual property of Iconic Productions.

FORCE MAJEURE:

103. The ARTIST shall not be liable for any delay or failure to perform its obligations if such failure or delay is due to Force Majeure.

104. The ARTIST shall notify the COMPANY as soon as practical be of any anticipated delay due to

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Force Majeure. The performance of the ARTISTâ€™s obligations under this Agreement shall be suspended for the period of the delay due to Force Majeure.

105. If a delay due to Force Majeure exceeds 30 days, the COMPANY may terminate this Agreement immediately on providing notice to the ARTIST. If the COMPANY gives such notice to the ARTIST:
    1. the ARTIST shall refund moneys previously paid by the COMPANY under this Agreement for which no services have been provided

106. **UNREMEDIED BREACH OR DEFAULT**:
The COMPANY may terminate the engagement of the ARTIST and this Agreement in the event the ARTIST is in breach or default of this Agreement (not being a serious or material breach) and fails to correct such breach or default within 14 days of receiving notice specifying such breach or default, or remedy the same.

TERMINATION WITHOUT NOTICE:

107. Notwithstanding the preceding subclause, the COMPANY may terminate this Agreement at any time without notice:
    1. if the ARTIST engages in a serious or material breach of this Agreement which in the opinion of the COMPANY cannot be remedied, or cannot foreseeably be remedied within 14 days of such breach or default;
    2. if the ARTIST, being a natural person, dies; or
    3. if the ARTIST ceases or threatens to cease conducting his business activities in the normal manner.

108. **RETURN OF DOCUMENTATION AND ALL ASSETS**:
    1. Upon the termination and/or cancellation of this Agreement, for any reason, the ARTIST must leave with the COMPANY all records, books, drawings, note books and other documentation and things including all ASSETS pertaining to the Inventions and/or to the Confidential Information, whether prepared by the ARTIST or any other person, and any Props and other equipment, tools or devices owned by the COMPANY, and any keys and security passes to the Premises, then in the possession of the ARTIST.

    2. The ARTIST must sign the COMPANYâ€™s statutory declaration and certification of return of all confidential information and ASSETS, at the time of termination of their employment and/or this agreement.

109. **WARRANTIES OF CAPACITY â€“ GENERAL WARRANTIES**:
Each party warrants to each other party to this Agreement that
    1. this Agreement creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms;
    2. unless otherwise stated, it has not entered into this Agreement in the capacity of a trustee of any trust; and
    3. its officers and representatives described in this Agreement or nominated under this Agreement have the authority to act for and on behalf of it in relation to the matters within their authority under this Agreement, unless the party notifies the other party to the contrary

110. **WARRANTIES OF CAPACITY â€“ POWER OF ATTORNEY**
If an attorney executes this Agreement on behalf of any party, the attorney declares that it has no notice of the revocation of that power of attorney.

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111. **GENERAL PROVISIONS**

1. This Agreement constitutes the entire agreement between the parties concerning the matters dealt with pursuant to this Agreement. For the avoidance of doubt, this Agreement supersedes all provisions, correspondence, agreements, warranties, representations, negotiations and understandings with respect to the matters dealt with in this Agreement.

1. In the interpretation of this Agreement, the documents shall be read in the following order of precedence:
    1. the clauses of this Agreement;
    2. Other related FAQs;
    3. Any Annexures or agreements provided to you by any means.

2. Where any conflict occurs between the provisions contained in two or more of the documents referred to in clause 111.a., the document lower in the order of precedence shall where possible be read down to resolve such conflict. If the conflict remains incapable of resolution by reading down, the conflicting provisions shall be severed from the document lower in the order of precedence without otherwise diminishing the enforceability of the remaining provisions of that document.

1. This Agreement may not be changed or modified in any way after it has been signed except in writing signed by or on behalf of both parties.

1. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

1. Neither this Agreement nor any rights or obligations of the Agreement may be assigned or otherwise transferred by either party without the prior written permission of the other.

1. The failure of the COMPANY to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

2. A right created by this Agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

1. If this Agreement is terminated for any reason such termination will not affect any accrued rights or liabilities of either party nor will it affect the coming into force or the continuance in force of any provision of this Agreement (in so far as it imposes obligations on the ARTIST) which is expressly or by implication intended to come into force or continue on after the termination.

1. This Agreement may be executed in any number of counterparts. All counterparts

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taken together constitute one instrument.

1. All notices and consents required or permitted to be given under this Agreement must be in writing and given by personal service, pre-paid postage, a facsimile transmission at the addresses of the parties set out in this Agreement or to such other address as either party may designate to the other by written notice. Any such notice will be deemed to have been served when delivered (if delivered by hand) or 48 hours after posting (by prepaid letter) or when on transmission by the sender (if sent by facsimile) or (if sent by email and unless agreed otherwise), when the email enters the recipientâ€™s mail server.

1. This Agreement is governed by, takes effect and will be construed in accordance with the laws of the State of New South Wales and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of that State and courts entitled to hear appeals therefrom.

2. Any dispute arising pursuant to the terms of this Agreement shall be determined in accordance with the laws of the NSW, Australia and the Courts of the said NSW Australia shall be deemed to be the Courts of appropriate jurisdiction for resolution of all issues arising pursuant to the terms hereof.

1. **ENTIRE AGREEMENT:**
2. **PRECEDENCE**:
3. **AMENDMENTS**:
4. **SEVERABILITY**:
5. **ASSIGNMENT**:
6. **WAIVER OF CONTRACTUAL RIGHT**:
7. **PRESERVATON OF EXISTING RIGHTS**:
8. **COUNTERPARTS**:
9. **NOTICES**:
10. **APPLICABLE LAW & DISPUTES**:

Attached files:

Unique solution ID: #1299
Author: John Khoury
Last update: 29-Aug-2019 01:52

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