



# THE MUSICIANS UNION OF AUSTRALIA

(Melbourne Branch)

150 Bell Street, Coburg 3058

Tel: (03) 9355 7620 Fax: (03) 9355 7621 Email: musiciansua@aol.com

Website: www.musicians.asn.au

## **CONTRACT OF EMPLOYMENT** **(FOR CASUAL ENGAGEMENTS)**

The undersigned employer hereby engages the employee/s as a musician/s for the time stipulated below, at the fee stipulated below. None of the conditions stipulated below are in breach of the terms and conditions of the “*Live Performance Award, 2010*” or employment law relevant to the contracting parties.

**EMPLOYER:** \_\_\_\_\_

**VENUE:** \_\_\_\_\_

\_\_\_\_\_ **PHONE:** \_\_\_\_\_

**BAND/MUSICIAN’S NAME:** \_\_\_\_\_

### **PERFORMANCE DATE(S), TIME(S) AND FEE(S):**

| <b>DATE(S)</b> | <b>TIME(S)</b><br><b>From:</b> | <b>To:</b> | <b>FEE (per call)</b> |
|----------------|--------------------------------|------------|-----------------------|
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### **CONDITIONS:**

1. Either party may terminate this agreement without payment of liquidated damages by delivery of written notice prior to fourteen days before the day of the performance. Where the cancellation is made by FAX the notice is deemed to have been given on the day that it is sent. Any cancellation after this time shall be treated as a breach of contract and such a breach by the employer shall attract liability for the full fee.
2. Any special conditions attached shall not breach the appropriate award conditions and/or employment law relevant to the contracting parties.
3. Responsibility for the maintenance of a safe working environment lies solely with the employer. Unsafe working conditions will represent a breach of this contract by the employer and attract liability for a full fee. All other claims relating to safety and/or damages shall be determined by the appropriate legal tribunal.

- 4. All monies will be in the form of cash payment immediately after the performance subject to the relevant legislation and unless otherwise pre-arranged.
  
- 5. The terms “employee/s” and “employer” refer to the contracting parties in the arrangement for provision of musical services. An agent may represent either the employer or the performer/s but is not a party to the contract.
  
- 6. The terms and conditions of the “*Live Performance Award, 2010*” are included in and form part of this contract.

**SPECIAL CONDITIONS, INSTRUCTIONS:**

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Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
For and on behalf of the abovementioned employee/s

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
For and on behalf of the abovementioned employer