



## **TWIN TOWNS SERVICES CLUB LIMITED INCORPORATING TWIN TOWNS CLUB BANORA AND TWIN TOWNS JUNIORS**

### **ARTIST & ENTERTAINERS POLICY AND CODE OF CONDUCT**

Twin Towns Clubs & Resorts is committed to providing the best that entertainment has to offer with a variety of free live acts and ticketed artists regularly performing within the Group's venues.

The state-of-the-art showroom is an important part of the entertainment offer at Twin Towns.

This masterpiece of sound and lighting technology has received endless acclaim from bands and artists the world over for its design, atmosphere and excellent acoustics. Twin Towns Showroom is regarded by many as one of the finest rooms in Australia.

The Stage is the premier live music venue on the Tweed & Gold Coast providing free live music from some of Australia's best showbands, talented duos and soloists performing day and night. Free entertainment of the highest standard is also provided at Twin Towns Club Banora and Twin Towns Juniors.

The following Policy and Code of Conduct document details the requirements for all Artists and Entertainers when performing at one of Twin Towns Clubs & Resorts. It also outlines Twin Towns Services Club's obligations and commitment to providing the very best entertainment experience for its members and guests.

#### **The Entertainment Governing Regulations & Policy**

- Twin Towns exerts no control over the artistic content of an Artist's performances other than a repertoire style requirement designed specifically to satisfy the audience or to build an audience culture.
- All performances must maintain a 'General Audiences' rating (unless otherwise stipulated and in agreement with Twin Towns Services Club) and all Artists are requested to respect Twin Towns staff, as well as neighbours surrounding Twin Towns Clubs & Resorts at all times.

#### **Performance Contracts/Paperwork**

- Twin Towns Services Club will issue each Artist or its representative with a Service Agreement for every performance.
- Each Artist who performs at a Twin Towns venue is required to hold a current Public Liability Insurance Policy to the value of \$10,000,000. A copy of the Artist's Public Liability Certificate of Currency will be supplied to Twin Towns Service Club prior to your first performance and renewed or supplied annually or when a change to your policy/renewal or circumstances occurs.
- Performance dates & times will be noted in each Service Agreement.

### **Twin Towns Performance Obligation**

- Twins Towns agrees to obtain all necessary permits and consent from any relevant authority regarding the conduct of the engagement contracted hereunder and all matters incidental hereto and to comply with all conditions imposed in connection with the granting of any such permits and consents. A representative on behalf of Twin Towns will be the primary contact and will be responsible for the Authorisation, Payment, Induction, Debrief, Compliance and Feedback for each Artist that is booked (generally this will be the Operations & Production Manager or a member of the Production Team).
- Twin Towns shall be responsible for satisfying the demands of APRA in relation to any royalties, which may be claimed by that body for the music to be used at the Performance's.
- Twin Towns agrees to provide a safe and properly supervised stage area at all times.
- Twin Towns has the right to cancel the performance if the line-up change isn't to their satisfaction.
- If a performance at Twin Towns is delayed, interrupted or prevented by reason of an act of nature, fire, flood, war, public disaster, strikes, labour difficulties, governmental enactment, regulation or order, certified illness, or any other cause beyond The Artist's control, Twin Towns will not be liable for any loss of revenue or expenses incurred.

### **Artist Performance Obligation**

- One representative for each band will be the primary contact and will be legally responsible for the Authorization, Management, Induction, Debrief, Compliance and Feedback for each individual band member and crew that accompanies the band onstage or backstage at every performance at Twin Towns.
- The Artist/Agent agrees to be responsible for their own authority, employment and services contracts and payments related to their performers and crew.
- The Artist/Agent agrees that they are Sub Contractors responsible for their own Taxation, Superannuation and Public Liability Insurance.
- The Artist/Agent agrees to obtain all necessary permits and consents from any relevant authority to the conducting of the engagement contracted hereunder and all matters incidental hereto and to comply with all conditions imposed in connection with the granting of any such permits and consents.
- The Artist/Agent agrees that the line-up marketed to Twin Towns is the same line-up that performs at the nominated Twin Towns location.
- Changes in line-up MUST be notified to Twin Towns prior to the performance. Twin Towns has the right to cancel the performance if the line-up change isn't to their satisfaction.
- The Artist agrees to meet with the Duty Manager/Supervisor or Duty Technician 30 MINUTES PRIOR TO START TIME for each Individual Event, (Excluding the Showroom or through agreement with the relevant Manager).
- The Artist agrees to observe a Dress code in accordance with the rules of Twin Towns and dress as a paid entertainer.
- The Artist agrees that if offered a contract at a competitor's venue, to check before accepting the performance if there is going to be or the potential to be a conflict of interest.
- If any Artist, Band Member, Crew personnel or Entertainer wish to enjoy Twin Towns facilities including the use of Poker Machines they must either be a member of the club or formally sign in at one of the club's reception desks.
- Twin Towns Duty Manager reserves the right to remove any band or cancel any/all performances that does not abide by this Code.

## Public Safety Requirements

- Twin Towns will provide all necessary hardware/materials to ensure safe and efficient set-up of the Stage and Performance Area.
- Twin Towns will engage Duty Managers, Supervisors or security guards to ensure that no patrons practice unsafe behaviour e.g. climbing onto the stage, throwing bottles at the stage or unsafe dancing etc.
- Twin Towns staff will not permit practices which they deem unsafe.
- Absolutely no pyrotechnics or flammable liquids are allowed on stage.
- Pyrotechnics may be used outside on Club premises if prior authorisation and appropriate "Safe Work Statements" have been approved by Twin Towns Services Club.
- There are no open flames or burning allowed on stage.
- Twin Towns reserve the right to intervene at their discretion to halt unsafe practices during your performance.
- The Artist/Agent will provide a PUBLIC LIABILITY INSURANCE CERTIFICATE OF CURRENCY.
- The Artist/Agent will provide a Safe Work Method Statement if the performance/Act requires significant movement to and from the stage area, any aerial entertainment or anything outside a standard performance.
- The Artist will provide TESTED AND TAGGED EQUIPMENT (WHICH HAS BEEN CERTIFIED WITHIN THE PAST SIX MONTHS) – report from an electrician or suitably qualified person. If the 'Test & Tag' process has not been adhered to this will be carried out by a Twin Towns technician (if available) only as a last resort. This service will attract an expense to the artist of \$50.00 per five (5) items. The 'Test & Tag', undertaken by Twin Towns, will expire at the conclusion of your performance. Continued failure to adhere to this requirement may result in no future bookings being undertaken by Twin Towns.
- Twin Towns will take all reasonable care to ensure health and safety protocols for band members and audience members and Twin Towns staff are adhered to.

## Expectations

- All parties are to treat staff, volunteers, and patrons with respect, and vice-versa.
- There is zero tolerance for physical and/or sexual abuse or harassment. Infractions will result in immediate expulsion from Twin Towns by the Duty Manager.
- Verbal abuse will not be tolerated.
- Artists are expected to arrive at their performance on time.
- Artists arriving late may have their performance cancelled.
- Consumption of illegal drugs onstage and backstage is strictly prohibited. The use of illicit drugs upon Twin Towns property will not be tolerated and will result in the expulsion of the Artist.
- We encourage artists to drink responsibly, Twin Town has a strong culture of 'Responsible Service of Alcohol' Artist must comply with this standard.

## Smoking

- In accordance with State Legislation, smoking is not permitted onstage or backstage, in or on any part of Twin Towns properties not designated for Smoking.

## Performance Times

- Performance Times will be noted on each Contract/Service Agreement.
- Twin Towns will email all Time changes in Performance Times to their sub-contractor or directly to the Artist to ensure that the changes are noted.

- Each performance will operate on the time set by the Operations & Production Manager/Duty Manager.
- Load Out should be immediately after the performance
- Should the Artist require early 'set up' time they will contact the Entertainment Manager in advance.
- The Artist will be given information/instructions on where to enter the premises/Club and set-up locations by the Operations & Production Manager, Duty Manager or Supervisor.

### **Schedule Changes**

All artists are expected to be present for all scheduled performances. Twin Towns reserves the right to cancel a performance if:

- Performance conditions are deemed unsafe or untenable due to inclement weather
- A performer does not show up on time for his or her performance
- In the event of a Force Majeure/Act of God (e.g. fire, flood, earthquake, destruction of property, labour disputes, etc).

### **Feedback/Complaint Policy**

- It is the duty of Twin Towns and their employees to be present on site to view all performances or Entertainment service provisions.
- Should Twin Towns wish to terminate a performance due to a perceived default in standard of performance or service provision, they should do so, if possible, within the first 20 minutes of performance or service provision.
- A Feedback/Complaint form will be completed and returned to the Artist or their representative within 48 hours. This will be evaluated by the Artist who has the right to defend their performance with a written response.

### **Media/Production**

- Members of the media or individual artists involved with the production may request permission to photograph or film the Artist's performance
- The Artist gives consent that a Twin Towns authorized photographer has the right to take photographs, videotape, or digital recordings of the band at every performance booked by Twin Towns and to use these in any and all media, now or hereafter known, and exclusively for the purpose of marketing.
- The Artist further consents that Twin Towns name and identity may be revealed therein or by descriptive text or commentary.
- The Artist does hereby release to Twin Towns and employees all rights to exhibit this work in print and electronic form publicly or privately and to market and sell copies.

### **Gear Access**

- Twin Towns shall provide equipment access for the Artist
- Twin Towns shall further provide adequate time and access for the Artist to remove his equipment.
- The Artist crews should be allowed reasonable access to mains power supply outlets and reasonable access to Twin Towns to remove the equipment after performance.

**In House Production**

- Where any equipment including but not limited to public address systems, lighting, amplifiers or instruments are provided by Twin Towns the same shall be of proper quality and in good working order.

**Lost and Stolen Property**

- The Venue is not responsible for any items belonging to artists that have been lost or stolen.
- The Venue does not assume any liability for any damage, theft, or other loss to your equipment or personal belongings that occurs as a result of performance onstage or storage backstage.

**Animals**

- Animals are not permitted onstage or backstage unless prior authorisation has been obtained.

**Food**

- No food or beverages (with the exception of water/soft drink) are permitted onstage unless approved by the Operations & Production Manager /Duty Manager or Group Marketing Manager. Twin Towns Services Club is committed to the Responsible Service of Alcohol.
- Drinks may be consumed backstage and disposal of cans and bottles into the provided bin.

**Production**

- Sound will not exceed 85 decibels unless authorised by the Duty Manager or Operations & Production Manager.
- Sound levels will be set by the Duty Technician in conjunction with the Duty Manager. The sound level must be conducive to the operating environment at any given time.
- Twin Towns Services Club strictly adheres to Australian Safety Standards.
- Twin Towns reserved the rights to request an Artist or Entertainer to reduce the sound level if deemed inappropriate for the circumstances or situation.

**Payments to Artists**

- The Artist is to email the Tax Invoice to [accountspayable@twintowns.com.au](mailto:accountspayable@twintowns.com.au) All invoices should have the following billing details included;

Twin Towns Services Club Limited  
PO Box 369, Tweed Heads, NSW 2485

**Liability**

It is agreed that any person signing on behalf of the Artist warrants his authority to do so and accepts personal responsibility and liability for the payment of all monies and the due observance by the Artist of all terms and conditions on the part of the Artist. Should such a person no longer

have this authority at the time of Performance date, then the Artist accepts responsibility and liability on their behalf as duly authorized at the time of the performance booking.

TTSC **reserves the right to change** these terms and conditions at any time without prior notice. In the event that any **changes** are made, the revised terms and conditions shall be forwarded immediately including the right in certain circumstances to refund ticket purchases to the purchaser due to exceptional circumstances.

Signed:

Operations & Production Manager

Twin Towns Clubs & Resorts:

Date:

Signed:

Artist/Manager:

Date: