



Alys Longley. Slightly Synthetic

Business practice



Small arts companies are small businesses, so whether you want to create your own show, or dance for other people, you should learn about business practice.

Contracts

This section should be read in conjunction with the tax section below.

Most dancers in NZ are in effect self-employed sole traders. Being a sole trader does not mean that you have to fill in any special forms with the IRD department – unless you have a full-time contract with a company or you are on a benefit you are automatically classified as a sole trader. Most dancers are sole traders simply because there are so few dance companies offering full-time employment.

If you are employed for a dance project, say for a 6-week rehearsal period (followed by) a 2-week performance period then you are a sole trader offering your services to the person or collective managing the dance project. This happens automatically if you've come off a benefit to work on a project. You are still bound to the project by the contract you sign, and you have just as much responsibility to the project that a full-time employee would have.



This distinction is important for tax purposes only; it shouldn't actually affect working relations within the project. Many dancers miss out on tax rebates as they don't claim the expenses they incurred working on a dance project. There are also a frequent misunderstandings about withholding tax. See tax section below.

If you are in full-time employment for a dance company then your status is that of an employee. You will have an employment agreement that will provide for wages, holiday pay, special leave (such as for illness or bereavement), and includes grievance procedures and other things required under current employment law. Your employer pays your ACC levies and deducts income tax from your wages. Under the Employment Relations Act 2000 a person may be employed on a full-time or part-time basis and be employed for an indefinite period or for a set period of time (or even on a casual 'as required' basis). Your contract will be governed by the Employment Relations Act (and the specialist employment court structure) and not ordinary contract law as is the case with a self-employed sole trader.

If you are signing a contract with a company then it is recommended that you show the contract to a lawyer, or your agent, before signing. In any contract negotiations the prospective employer should give you time to take a contract away and seek legal advice. Never rush into signing a contract, no matter how much you want the job. You never know when your personal circumstances might change so clarify everything with a lawyer.

Project contracts

Even if the project is part-time, if you are working for free or if you're working with your best friends it is still advisable to have a written contract. Verbal contracts can actually put more pressure on people they can be unclear and people may feel unsure about what their role is. No matter how often you talk about something, misunderstandings still arise. Also people may have to continually defend their right not to do more work if things are left ambiguous, so clarifying your role and what's expected of you beforehand can actually relieve a lot of pressure for everyone.

Discussing contracts will also clarify who owns the work. Is it the co-operative who owns the work or is it one individual choreographer? How will the work be credited? The choreographic process is complicated and dancers are frequently heavily involved. How should the dancers' input be acknowledged?

Think about what you want to happen next with the show. If you want it to tour would you be happy to have different dancers? Such issues should be thought about before you write your contracts so that it is clear who has the rights to take the show on tour, who owns the work and how contributors to the original production will be credited in the future.

Dancers should give clearance for their image to be used in any future videos or films that you may use for further promotion of your company.

Free legal advice is available at a variety of different places. Ring your local Citizens' Advice Bureau and find out what services are available near you.

Contracts can be simple. The more you work with them the easier they'll become and the benefits of having them will become more obvious. A sample contract for services (as distinct from an employment agreement) for dancers is included in Appendix 2, along with contracts to commission work from composers and lighting designers. If you're putting on a show then contracts should be sent out as early as possible to secure your dancers, designers and technicians.

When you've been offered a contract remember that it's a starting point only. You can negotiate your contract – all contracts are negotiable and everyone has a right to request changes. If you want changes made request a meeting with the producer and artistic director/choreographer. Calmly outline the changes you want made and your reasons why. You may have to compromise as well as some things will be outside their control too, such as how much money they've got or the times the hall is free to rehearse in.

Cultural, political and religious beliefs you may have should be written into your contract. Whether you are needed to work on public holidays should be clarified from the outset. Nudity clauses should be included in the contract too. If you feel strongly that you don't want to perform nude or topless then you can request a clause written into your contract that ensures you won't have to. Some choreographers only decide they want nudity well into the creative process, long after contracts have been signed.

There is no way you should lose your job, or feel threatened that you might, if discussions concerning what is expected of you as a performer arise after signing your contract. You need to be clear on what your boundaries are as a performer, and you do not need to feel forced into doing work that makes you feel uncomfortable. That said, it is reasonable for a choreographer to want to push you creatively and artistically. So keep discussions open and remember you have the right to continue to interpret and discuss what is expected of you after you've signed your contract. If any changes are made to a contract, then they must be agreed on by all parties to the contract.

In some instances you may be asked to perform or understudy for free. This may be valuable experience which you feel comfortable taking up, or, you may feel used and exploited by the request. So weigh up the situation carefully. There are no clear rules on this one as each situation is different.

Remember that even if you're working for free you're still entitled to some benefits. So make sure you have a contract and work out what you need out of the project. You may be happy with a written reference, or a copy of the video that shows you dancing. Either way negotiate a package that works for you and remember that you have rights even if you have said that you will work for no money.

Commission contracts

For your show you will probably commission a sound design and light design. Costumes and set design may also be produced under commission. With commissions you pay someone a fee, and they produce the required work. You become the owner of that recording, design, set or costume, and can thus use them in the future without further payment (though with music you only acquire rights in the recording, not the composition). The party from whom the work is commissioned may retain moral rights in the work, as discussed below.

Some Options for Forming a Collective

Some artists like to group together and organise themselves as a collective. When forming a collective there are several ways this could be done. It can be formed through signing a common charter / deed binding the parties to the venture, resulting in the formation of an incorporated or unincorporated society or trust. Alternatively the individuals involved could exchange of many bilateral contracts between themselves (so that a person binds themselves to every other person involved in the collective venture, as is the case with oil exploration joint ventures). This model is complex, though worth considering if the parties to the collective venture wish to recognise unequal contributions and return of benefits (e.g. giving an experienced choreographer a greater cut than new dancers). Other alternatives include formation of a company, with share allotments distributed collectively to the cast and crew, or forming a formal partnership.

Formal company structures and partnerships may have certain tax advantages, especially if you have a 'day job' for which you are paid wages or salary (it may be possible to deduct company losses against your income from wages/salary). You should discuss such matters with your accountant.

The other issue is the notion of a 'collective' contracting someone to provide particular services. This should be treated exactly the same as any other service contract (such as the sample dancer contract), with the name of the collective appearing as the 'producer'.

If a collective wants someone to 'join' for a limited time period (e.g. have a dancer become a member of the collective for a six month season) rather than simply contracting their services, then the collective should consider forming as an incorporated or unincorporated society, with clear rules concerning membership that establish different categories (such as temporary membership provisions).

Information on forming companies or incorporated societies is available from the Companies Office of the Ministry for Economic Development. www.companies.govt.nz

Copyright

Intellectual copyright is a dense and complex issue that is always evolving. It is incredibly important to start thinking about this as you begin your freelance career.



Copyright is intellectual property, and, like other property that people create, is owned by the creator. However the creator can sell their rights in the work. When work is commissioned the copyright becomes the property of the person commissioning the work under section 21(3) of the Copyright Act 1994. In the case of sound recordings, the copyright acquired under commission is limited to the actual sound recording produced – the composer retains the publication. Thus they may re-record the work for their own use, but have no further proprietary interests in the commissioned recording.

If you are an actual employee of a company then the copyright in anything that you create in the course of your employment will automatically vest with our employer (Copyright Act 194 section 21(2)). If your relationship is one of a contract for services, then anything you create in the course of fulfilling your duties under that contract will likely become the intellectual property of the company.

Even if a creator sells their copyright in a work, they still retain moral rights in their work under the Copyright Act 1994, Part IV – Moral Rights. This means that they can object if you make any alterations to their work that can be classed as ‘derogatory treatment’. It also means that they have the right to always be acknowledged as the creator of the work.

You have to think about what your obligations are to the people who you have commissioned designs from. You also have to think about your own work. You have the right to expect a fee every time your choreography is used.

As dance diversifies and new mediums are used these issues only get more complicated. For example screening films or DVDs overseas – is it clear in the contract whether the designers or dancers in the film should be paid royalties? Are fresh royalties payable to the cast and crew if a film of a production is re-released onto a new format (such as the release of television programmes onto video and DVD)?

As this area is always changing it pays to seek advice and to do your own research. Think about your rights as a dancer and/or choreographer and feel confident to seek clarification of a contract if you feel any issue is ambiguous.

Tax

When starting life as a freelance dance artist there can be confusion over tax. The best thing to remember is don't be afraid of the Inland Revenue Department (IRD). They have systems set in place to answer most, if not all, of the queries you may have about when and how to pay your tax.

The IRD website is very user friendly and incredibly informative. You can file tax returns online, download forms and information booklets and find the answer to most questions you may have concerning tax.

www.ird.govt.nz

Also, the IRD have a team of advisors that can visit your home or office (for free) if you're newly registered for GST, have just registered as an employer, or have just formed a company and need advice.

Tax frequently seems more complicated than it is so try not to worry too much about it. **The absolutely best thing you can do is hire an accountant.** All artists need an accountant – an accountant will save you money in the long run. Having someone else taking care of your tax should set your mind at ease on something which can be scary for some people. Paying tax is unavoidable so set yourself up well from the beginning and develop a work ethic which includes efficiently managing your tax obligations.

Sole traders

Sole traders work for a contracted fee on projects that happen over a fixed time period. They go from project to project and may have part-time work sustaining them during ‘down’ time from their primary occupation. Usually they are contracted for a specific project for a specific amount of time, e.g. a 6-week dance project.

As a sole trader you will pay your own ACC premiums. A bill will arrive in the mail a few weeks after you have filed a tax return. Your ACC premiums are set from the amount of income you have earned that is liable for tax (your minimum taxable income) so it's important to have an accountant to work this out

for you. Accountants can usually reduce how much of your income should be taxed – which means that your ACC premiums will also be reduced. ACC bills seem to come when you're least expecting them, but you do have to pay them.

As a sole trader you are not entitled to holiday pay or annual leave from the people or organisations contracting you. However you can claim expenses incurred as a result of your work, which may reduce the amount of tax you have to pay.

A sole trader is able to deduct expenses incurred in the running of their business. Once all expenses are deducted they will pay tax on the remainder as income. Thus a sole trader, like an employee, is subject to taxation within specified income brackets depending on their level of income.

Employees

Employees are different to sole traders. They cannot claim any expenses incurred as a result of their job. Their taxes are paid monthly to the IRD by their employer at a rate determined by their wage level. An earner premium is built into the PAYE tables and therefore paid by the employer and all other ACC levies are also paid on their behalf by the employer. Employees are entitled to annual leave, holiday pay, bereavement leave and other benefits, and other legal and statutory implications such as employment conditions and union matters will impact on them.

How sole trader's tax is worked out

The amount of tax you will need to pay as a sole trader is worked out at the end of the tax year. However, this does not mean that you don't pay tax throughout the year. Whoever is contracting you should take Withholding Tax (for theatrical performers 20%) out of your wages before they pay you. Withholding Tax is an *advance amount* on your tax only, and is paid to the IRD on your behalf by the person contracting you. It is not the entire amount of tax you may be liable to pay – however, it may end up being too much once your expenses are taken into account. That is when you will get a refund from IRD (some money back).

Accountants work out the amount of tax you owe, or is owing back to you. They do this by seeing how much you got paid and comparing it to how much you personally spent while working on that contract and maintaining your ability to work in your chosen profession. They do this by looking at all your business receipts.

Keep your receipts

As most of the time you will be working as a sole trader another very important thing to remember is to *keep your receipts and bank statements*. As soon as you begin freelancing keep all the receipts for every business expense you pay for. At first it may seem odd, but it is an important habit to develop and one that will save you money at the end of the financial year.

Apart from groceries for your home and dental bills (which you can't claim on) a lot of your expenses will be related to the show you're working on or related to your profession e.g. travelling to auditions or classes, dance classes, pilates sessions, work meetings in cafes, your cell phone, make-up for a show, research items for your work (which can include magazines and going to films) and tickets to theatre shows are all legitimate expenses that an artist working as a sole trader might incur. All these expenses will be deducted from your income for the year and the amount of tax you owe, or the refund owing to you, is then calculated. It is best to get an accountant to do this for you as some expenses such as costume, make-up, house rent, power and phone bills will need to be apportioned and business assets depreciated at standard tax department rates.

You must keep your receipts, cheque butts and bank statements for seven years. Even after your tax return has been filed and your payment or refund made, it is important to keep all your financial records safe. The seven year period is a requirement set by the IRD. The IRD can audit your tax returns up to five years after you have filed a return and without receipts to verify the claims made, will reverse the expenses claimed.

If you are GST-registered then the same process happens – all your receipts get collated and the GST



component of your expenses is put against the GST component of your income. This is separate to your personal tax return. GST returns are filed and then later on in the same year a personal tax return will be filed, but the same receipts will be used for both returns.

Note that for GST you are acting solely as an agent of the IRD to collect it, so whatever is collected must be paid to the IRD but in the process of doing so you are entitled to claim back the GST content. Evidence of payment is acceptable for expenses under \$50, but for GST claims for expenses over \$50 a tax receipt is required.

Funding Grants

Grants are taxable income so receipts for your expenses need to be kept and then claimed against the grant. Make sure you keep all the invoices to do with the project, such as the lights you hired, the posters you got printed and the bill for the venue hire. The amount you pay yourself as a fee will also need to be taxed. However, frequently you will have spent a lot of this on things directly related to the project. Often people underestimate their personal business expenses.

You can spend the entire grant on your project, but make sure you keep proof of all your expenses. This is assuming you will spend the entire grant on the project. Any donations to your project (as opposed to grants) can be spent, as donations are not taxable. However, a person making such a donation must do so on the understanding that they will receive no benefit from their act of generosity – otherwise their donation will be classed as income for tax purposes. But remember to include them in the income part of your budget. A copy of your final budget will need to go to the accountant to ensure that all expenses are accounted for in your income tax return.

Paying people out of grant money

Once you've got a grant you will find yourself in a position where you have to pay people, including yourself. It can be tempting to pay people under the table, but that is not in your or their best interest, especially if you want to claim on other expenses on the project. If everyone is filing tax returns then no matter how small the fee after Withholding Tax, everyone is able to claim expenses, which ultimately is best for everyone.

Once you've secured funding and intend to pay people you have to register as an employer with the IRD. You will need to register as an employer even if you are not employing people as 'employees' for the purposes of the Employment Relations Act 2000, but are, instead, contracting them under contracts for services. Because of this the term 'wages' will be used for the rest of this chapter in relation to both payments to employees (for which PAYE and ACC levies are payable), and payments made pursuant to contracts for services (for which withholding tax is payable).

Registering can be done online, or if that doesn't suit you, you can ring and request that the forms be mailed to you. If you have an accountant then they should have the forms on-hand as well. On the form you can request a visit from an IRD advisor who will answer any queries you may have concerning being a first time employer. This is definitely worthwhile, no matter how small the project. The visits are free. Once you become an employer you have certain obligations to the IRD, such as regular PAYE payments. An advisor will talk you through this and help you set up appropriate systems to meet your obligations.

As an employer you must make sure that everyone who works on the project – everyone that you pay, even if it's a one-off payment – fills in an IR330 form. The IRD will send these to you after you have registered with them as an employer. It is your responsibility to make sure that everyone fills them out as they show that the person you have hired has let you know what tax rate to use. Everyone should be on WT (Withholding Tax), as you are contracting them for a short period only and they are actually maintaining their self-employed, sole trader status by doing so.

This is in your best interest as otherwise you would have to pay holiday pay and a number of other benefits, which on small specific project grant you won't be able to afford. You must keep the IR330 forms along with all financial records concerning the project. IR330s do not get sent back to the IRD, but you must be able to show them if for some reason you were audited by the IRD in the future.

PAYE

Paying people can be done weekly, fortnightly or monthly – really whatever suits you and the people involved on the project. However the 20% that you must take off the wages as Withholding Tax must be paid to the IRD in the form of PAYE payments by the 20th of the following month. The IRD will send you an Employer Monthly Schedule at the beginning of the month. This must be filled out and part of it returned with your PAYE payment. The PAYE payment is the 20% of the wages that you set aside and didn't pay out to the people you have contracted. The Employer Monthly Schedule is not hard to fill out and the IRD advisor will make sure you know what to do. It is very easy to make PAYE payments online. Most internet banking services include ways of paying tax. If you don't want to do it online you can send a cheque to the IRD once a month.

On the Employer Monthly Schedule there is a column for 'Earnings not liable for earner premium (ACC)'. Make sure you include everyone's gross wages for the month here or you will be faced with paying everyone's ACC premiums at the end of the tax year, which is not your responsibility. As sole traders they pay must their own ACC premiums.

Managing PAYE

Managing your accounts so that you are always able to pay the PAYE tax is very important. An easy system is to have two different bank accounts. The grant goes into one account, usually a cheque account, and from this account all payments, including wages, are made. Every time you pay wages put the 20% Withholding Tax into a separate account. So if someone's gross wage is \$550 per week, pay them \$440 and put \$110 (20% of their gross wage) into your tax account. When it is time to pay the PAYE to the IRD (just before the 20th of the month) the money you owe the IRD will be available and separate to the money you have left to spend on the project.

You never want to be in a position where you are spending Withholding Tax money, so it is best to separate the 20% tax amount as the wages/fees get paid. You may want to separate it all out at the beginning but sometimes circumstances change, so it is just as easy to separate the Withholding Tax at the same time as the wages/fees go out. Your projected budget will not be affected as the amount you've got down for wages should be the gross amounts and include the Withholding Tax component.

PAYE and GST invoices

If someone on your project is GST registered then they will give you a GST invoice for their work. GST is 12.5% so if you have agreed to pay someone a fee of \$1,000 they will give you an invoice for \$1,125 – the \$1,000 fee and \$125 for GST. If you are not GST registered you should try and negotiate fees to be GST inclusive otherwise you will be paying more money out of your project grant.

Payments to people that give you a GST invoice are still subject to Withholding Tax, though the GST component of their invoice is not taxed. For instance if someone gives you an invoice for \$100 + GST the total amount invoice will be for \$112.50 as \$12.50 will be the GST component. You would tax the \$100 at 20% then pay them the full GST amount. So they would get \$92.50, which is made up of \$80 + \$12.50. People who are registered for GST should also fill out an IR33 form.

It is a common misconception that people who are GST registered do not need to be taxed Withholding Tax. Frequently GST invoices are paid out at the full amount while people not GST registered will be taxed the Withholding Tax amount. This is not correct. GST does not replace or make up for the income tax that all of us have to pay, it is a separate tax, so it is in your best interests to take Withholding Tax off a GST invoice and make sure that person fills out an IR330 form. Some people registered for GST may not want this to happen so talk to your accountant about it if it comes up. However if you are contracting a company the total fee is paid without deduction of Withholding Tax and GST is paid if the company is GST registered and provides a Tax Invoice for the services provided.



Being GST registered

If as a sole trader you earn over \$40,000 a year, or have the potential to earn over \$40,000.00 then it is compulsory to register for GST. You can do this online or through your accountant. If, for example, you were awarded a \$25,000 grant one funding round then it may be in your interest to register for GST as by the end of the year you may have earned \$40,000.00 once your work outside of the project is taken into account.

Any sole trader can voluntarily register for GST though no matter how much they earn, and it is in most people's best interest to do so. It is slightly more work for your accountant but it means that the GST component of your expenses can be claimed against your income.

It is always better to be GST registered if you receive a grant as then you get paid the grant plus GST. All of your expenses, apart from wages paid to employees, or payments for contracts of service to people who are not GST registered, will have a GST component and this can get very expensive to absorb into your budget if you haven't received the GST amount. For example, if the venue hire was \$1,200 + GST, then a GST registered person would have the extra \$150 available. For someone not GST registered the venue hire is actually \$1,350.

Keeping track of the GST

The most important thing to remember is that GST is not income. It's not extra money that you have to spend on the project, it's money that you have received to pay for the GST component of your expenses. If you don't spend as much GST as you get then you will need to pay it back. At the end of the financial year (or every six months depending on what you specify when you register) any GST money you have left over will need to be paid back to the IRD.

If you get a grant plus GST it can be beneficial to put the entire GST component into a separate account (e.g. the same account that the PAYE goes into) and then transfer the GST back to your main cheque account as it gets spent. You could make these transfers weekly. This way you won't overspend the GST component.

For example a \$25,000 grant attracts \$3,125 GST. However you won't spend \$3,125 worth of GST as part of the grant will go out as wages (you don't pay GST on wages).

So you do not want to mistakenly spend the whole \$28,125 and then find that some of that money has to be returned to the IRD. If you separate the GST amount from the grant at the beginning, at the end of each week, or month, you'll need to add up the GST component of your expenses and then transfer the money back to into your main account. All you will be doing is spending the GST first then reimbursing yourself, rather than spending it all at once and hoping you have enough left over to pay your GST bill. This way you won't ever overspend GST money.

Some people may find this process a bit fiddly, and it's not the only way to keep track of GST, so work out a system that suits you. As long as you know how much GST you have spent and how much you have left then you shouldn't face any problems. Although managing your GST may sound tricky it quickly becomes very easy especially as your accountant will help. Being registered for GST will save you money in the end, as otherwise you are absorbing a lot of extra costs with your limited project funds. Remember when you first register for GST an IRD tax advisor is available to take you through all the processes.

Setting aside money for tax

Sometimes you will receive payments that have not been taxed. For instance if you give someone a GST invoice they may not tax you Withholding Tax, even though they really should. You should set aside a portion of those fees to ensure you can pay any tax owing.

If you receive payments that have not been taxed and you're not registered for GST then set aside a minimum of 20%. If you are GST registered then the minimum amount to set aside is 30% – this will cover the 12.5% GST and the Withholding Tax amount. This way you should not end up with a bill you are unable to pay. Any money you have earned that takes your income over \$38,000 (after deductions for business expenses have been made) is taxed at a higher amount, so you will need to set aside more. You need the advice of an accountant if you are a sole trader earning that much, but remember two grants and one part-time job in one tax year could put you in that position.

Note: If you were receiving actual wages (as an employee) that had not been taxed then that is your employer's problem (it is illegal for the employer to pay wages to employees without deducting tax). In such a situation the employer would face a significant tax bill, as the amount that you were paid will be treated as a net payment. Thus if an employee were paid a sum of \$20,000 per annum, but the employer failed to deduct tax, then the employer could face a tax bill of \$5000, as the employee would have had to gross \$25,000 to net \$20,000 (after 20% PAYE had been deducted).

As your freelance career continues your knowledge of the tax system will need to increase. For example if you set up a limited liability company eventually you will need to start paying provisional and terminal taxes. These issues need to be discussed with your accountant, as you may be able to split some revenue over different tax years as ways of reducing your tax liability in any given year. It's not important that you understand everything to do with tax now, but it is important that you realise that tax is something that you will have to increase your knowledge of.

Accountants

As stressed throughout this section it is advisable to get an accountant as early as possible. Most big accountancy firms charge a lot, and are not that interested in dealing with artists as they have relatively small incomes compared to their bigger corporate clients. So a smaller independent accountant will probably be more suited to your needs. DANZ has the names of some accountants that specialise in working for artists.

Managing your money

As a dancer you will need to budget for things that can ensure your ongoing fitness and maintain your health. You also need to remember to budget for inspiration.

Some things that you should budget for are:

- dance classes
- health and fitness regimes such as gym memberships, yoga or tai chi classes
- going to dance and theatre shows
- health professionals – you need money saved so that if you get an injury you can see a professional immediately
- travel – you may have to travel for an audition or travel to take up a dance contract so start a savings account for this
- health insurance
- accountancy fees –all dancers need an accountant so start factoring this into your weekly savings
- ACC premiums (unavoidable)
- professional development workshops
- professional association levies, such as DANZ and WIFT (Women in Film and Television)
- any courses you may want to do to increase your skills.

Insurance and Occupational Safety and Health (OSH)

Often when you hire a theatre you may have to provide evidence of Public Liability insurance. Sometimes it is included in the venue hire fee, but often it isn't. Any legal entity needs Public Liability insurance to cover liability for damage to third party property – so it covers any damage you may do to the theatre you are hiring or the hall you are rehearsing in.



If you are forming a cooperative and plan to work a lot in the future, or you have confirmed ongoing work ahead, you should think about getting this insurance. The best way to find a deal that suits you is to call an insurance broker. Brokers do not charge for their time and their job is to find you the best rate. The insurance company pays them a commission once you sign.

When working as a co-operative you should also decide if you have items that you want to insure, such as video cameras. If one person owns them, but the group is using it, you could discuss ways that the group shares the cost of insurance, or replacement of it if it gets damaged.

When you are applying for a project-based grant, discuss with the grants supervisor whether you can include any of the above costs.

The co-operative or project manager should always ensure that the project complies with OSH standards. You need to make sure you have a plan that covers emergencies, including an injury register form which outlines what happened when the injury occurred. The Department of Labour and OSH have produced a guideline of what is required to safeguard employees. This can be sourced through WorkInfo.

www.workinfo.govt.nz

Always make sure there is an adequate first aid kit including an icepack and that you have contact details for the friends or family of everyone in the project.

Ongoing Business Skills

The more you work as a freelance dance artist the more your skills will probably diversify. Over time you may need to increase your business skills. You may wish to upskill in some business areas such as marketing or negotiation.

Developing these skills should be done alongside your dance career. Not instead of it. You don't need to write a business plan immediately for your co-operative. But it can pay to keep the larger picture in mind. For example if you want to tour your work, you will eventually have to start planning and making contacts.

One website that addresses some of these issues is www.arms.org.nz. The site is not directed at dancers in particular but it offers valuable advice regarding seeking support for your professional practice and developing a sustainable, financially viable arts career. It has links to business sites that may be informative such as Biz Info and NZ Trade and Enterprise.

WINZ offer small business grants for beneficiaries and courses on setting up a business. There is also support in the wider business community for developing small businesses. You can use these resources for your own art practices. For example, Biz Info is a free advisory service for small businesses which has branches throughout New Zealand.

Developing your business skills must be considered, just like all approaches to your artistic practice. It is another part of freelancing that you should discuss with your peers and mentors and approach in a manner which suits you and your own goals.



Claire Martin, Sarah Sproull, Carolyn McLaughlin, Justine Cooper and Nigel Collins. Strident

Good health healthy body, healthy attitude



Dancers work very hard perfecting their technique and maintaining their bodies. Dancing full-time can be hugely rewarding and fun but also very strenuous. It is important to take care of yourself just as much if you become physically injured or emotionally tired from the freelance life.

Dance-related injuries

Dancers frequently 'carry' injuries for too long. When a dancer is employed by a full-time company it can be easier to seek medical advice as there is sometimes a company doctor or physiotherapist able to give an early diagnosis. This person may also speak to the choreographer on behalf of the dancer if they believe that the dancer needs time off for treatment. Freelance dancers on the other hand find it harder to spare the time or cash and often don't see a health professional until an injury is at a chronic stage. It is also up to you to take the time off which can be a very hard decision to make on your own if it means missing a show (and a pay packet).

Sometimes a choreographer may ask you to do something outside of your anatomical ability, which could lead to an injury. You may then then feel that you could risk your job to take some time off and see a doctor, or even to mention the injury. Having safe dancing practices are very important and as a dancer you should always feel able to discuss issues of health, injury and safety with the choreographer.



Early diagnosis of injury

It is important to get an injury diagnosed as soon as possible. The stages an injury goes through are:

1. Acute: this means the injury has just happened.
2. Sub-acute: means the injury is about a week old.
3. Chronic injury: means the injury has lasted longer than 3 weeks and is impeding your current training, your dance practice, or what a choreographer is wanting you to do.

It is estimated that approximately 80% of freelance dancers are working with chronic injuries. It is best to avoid a protracted injury period as in the long run you will have to take more time off. It may not happen for a long time but eventually you will have to miss a season, or a performance due to an ongoing injury. So start getting into the habit of seeking medical advice quickly.

It is harder for freelance dancers to do this, as there is no one on hand to make them stop dancing and go and see a doctor. It is always hoped that the injury will 'go away' in a few days. But usually injuries don't so see someone as soon as you can.

Choice of physician

Dancers should seek diagnostic advice on an injury as soon as possible. Diagnostic advice from an ACC-registered provider is best, as it should tell you:

- specifically what the injury is
- how long it will take to heal
- what modifications you will need to make to your dance practice immediately
- what treatment you need to rehabilitate the injury now
- what further, ongoing treatment the injury needs.

If you feel nervous about telling the choreographer about your injury then ask the physician to speak to them directly. It is important the right information concerning an injury is relayed to the choreographer.

An ACC-registered provider will refer you to an appropriate medical expert for treatment. There will also be a paper trail concerning your injury which is important, as everyone who treats you will have the same information on the injury. The treatment will also be subsidised through the ACC system.

It's important that you feel comfortable with whoever you choose to see when injured. It can take time to build up trust with a medical professional especially if you feel your career could be jeopardised if you take too much time off. Often dancers underplay their injuries, however having a medical professional who knows your general health and injury history and understands what you do as a dancer is very important and can be incredibly beneficial.



Physiological profile, keeping your body in dancing shape

It is important to know your body's physical strength and weaknesses. Over time you will also learn what kind of exercise you need to stay in shape and also how to train so that your fitness and strength peaks at performance times. A fit dancing body needs:

- aerobic and cardiorespiratory fitness
- anaerobic fitness
- muscle strength
- muscle power
- muscle flexibility and joint mobility

Often all of these won't be included in one dance class so dancers must learn to balance body maintenance and ongoing training. This also has to be balanced with over training.

Over training and the importance of recovery/rest

Over training consists of two stages: acute or short term over training and chronic or long-term over training. The side effects related to over training become more severe and prolonged as progression occurs.

Recovery or rest from training should be an important aspect of your overall training programme. Insufficient recovery can predispose you to an increase in fatigue and ultimately a decrease in performance. An effect of over training would be a reduction in strength at the end of the professional season. Studies have shown that 3-5 weeks of rest at the end of a professional season has resulted in an increase in dance-related performance factors, such as leg strength.

It must be stressed that rest/recovery periods should be incorporated into your overall training structure to reduce the risk of injury and allow you to reach your full potential.

If you rest properly then your muscles will actually get stronger. A 3-5 week recovery period could include one week of complete rest, one week of part-time training, e.g. a dance class each day, then a few weeks of easy training throughout the day. It is not advised that you go from project to project, where you are expected to be in peak physical condition, without adequate rest periods in between. The rest/recovery period is also extremely important for your mind and general well being. It's important to 'let go' of a project and this can take some time, especially if you were also the choreographer.

Complementary and supplementary training

Training that you might need outside of dance classes depends on your body, your current physical condition, your injury history and also the current dance project you are working on. For example if there is a lot of partnering work perhaps you should go to the gym and do some resistance work. Or if you need aerobic fitness then swimming and cycling are good. Yoga and pilates work well to build muscle strength.

The important thing is to find training that specifically suits your body and the type of work which you are being employed to do.



Performance anxiety

It is important to remember the psychological impact injuries can have on you. If an injury is taking a long time to heal and you have had to miss some rehearsals or a performance then it can be very depressing. If you get anxious before a performance and are carrying an injury as well, then the anxiety may well increase. Although there's no magic cure, recognising what is happening to you and talking about it is a good way to start.

It is important to remember that performance anxiety, whether it's related to an injury or not, will affect your general health and well-being. Stage fright, blanking before you go onstage and panic attacks are not uncommon. Most people suffer some kind of performance anxiety. It is okay to talk about this, and it is also okay to seek help from professionals you trust such as counsellors, life coaches or sports performance doctors.

General health

Dehydration is very common for dancers especially during performance seasons. If your body is dehydrated then injuries recover more slowly. You also increase the likelihood of getting injured if you are dehydrated. It's important to drink water before and after a performance and throughout the day as you train. Too many caffeine and energy drinks only make dehydration worse.

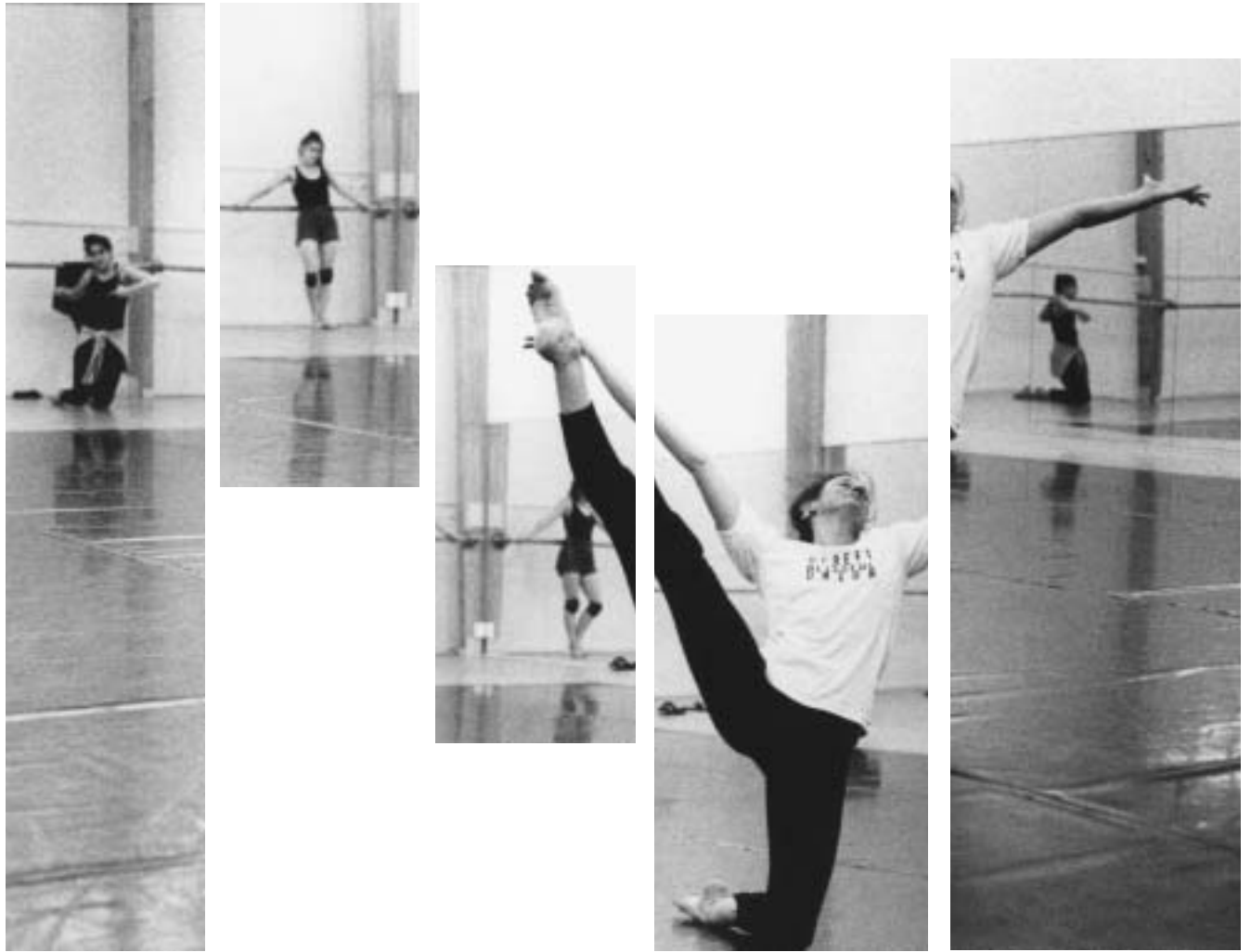
On opening night make sure you are rehydrated before you drink alcohol. This can take longer than you might think. It has been said that after strenuous activity people should wait until they've passed urine before drinking alcohol. This may actually take a few hours, but during this time your body is rehydrating and your liver is recovering from the stress of performing. It is not recommended that dancers rush out and have an alcoholic drink after a strenuous performance.

Eat and sleep well. We all know this but remember that eating well builds a healthy immune system. Rest your body and your mind and look after yourself.

If you want a long and challenging dance career then don't smoke. You decrease your body's ability to heal itself every time you smoke and therefore increase your susceptibility to injury. You will never be as fit as you can be, or have a properly functioning immune system, if you smoke. Elite athletes don't smoke.

Find things that make you happy. It can be very hard maintaining your body to be in top shape like an elite athlete without the personal trainer that most other elite athletes have. Freelance dancers are in a hard position in that they have to find the time and money to eat, rest and train well. As well, the inspiration and motivation to keep going has to constantly come from themselves. There's little outside encouragement, so somehow you have to find whatever it is that feeds your desire to keep going.

You will know the type of thing that you need for inspiration. Some people complement their training with other mind-body practices such as yoga, tai chi, chi-gong or acupuncture. Seeing inspiring films, having a massage, listening to music or going for walks in the bush or by the sea can really help. These experiences aren't luxuries, they're vital components of a balanced life that values a healthy mind and a healthy body. You won't be the best dancer you can be unless you find the time and space to rest, find inspiration and find your own way to expand your mind and soul.



Shona McCullagh. Human Garden Productions



Working overseas

Many New Zealand dancers want to work overseas at some point in their career. Once they get overseas they often work project to project. There are a variety of dance companies offering full-time and project-based contracts. Whether you choose to audition and look around overseas after graduating, or if you travel after you've gained some freelance experience in New Zealand, it will still be a challenge. Planning your trip is important, although sometimes it comes down to being in the right place at the right time. Try to prepare for all eventualities as much as you can.

Remember to research where you want to go. If you want to go to Europe some good websites to check out include: www.theplace.org.uk and www.danceeurope.net For information on auditions, click on 'Auditions / Jobs'

Students starting to travel should ensure they know the ropes in advance (i.e. be their own best administrator). For example, find out about the need to get the right forms to declare themselves non-resident in NZ (if intending to stay away for at least one tax year) before leaving. The same applies to student loan payments. These things quickly snowball if not completely dealt with.

Rowan Thorpe, November 2003



Art is both fundamental to culture and also a luxury. All over the world, art is subject to funding issues and artists are essentially always fighting to make their work, no matter where they are. Similar conversations are taking place all over the world about remaining inspired, optimistic and true to the art form even though the fight for funding continues.

There is a distinction between travelling overseas as a choreographer and as a dancer. As a dancer there is an enormous amount of training and influences to experience. Each country offers a different contemporary dance practice, closely aligned to their economic conditions and availability of information, e.g in Spain at the moment, funding issues are arising and it is problematic for dancers based there. Many dancers are moving from Spain to Brussels in search of jobs, as there is currently a good funding situation in Belgium. It is important to recognise that money and the advancement of art is intertwined, so if you want to be where there is an abundance and flow of information and experimentation, it is important to research the funding reality of the countries you are interested in.

If you are travelling as a choreographer the above conditions may not be as relevant, you may wish to experience the culture and see historical influences more. Or you may wish to meet people, exchange ideas on art and travel for workshops. You will have a different experience travelling as a choreographer, and may need to immerse yourself more in the culture and history of the country you are in, which in return reaffirms your artistic voice.

Auditions don't always allow you to get a full perspective on opportunities that are available. Being overseas offers wonderful opportunities to dialogue and collide with other cultures and be challenged by new definitions of art and dance practice. You have to be prepared to immerse yourself in the new cultures and experience the reality of the situation and influences to really get the most of the experience. It is through these new conversations that your own ideas and opinions will be challenged and re-formed and your own artistic identity will grow and take shape.

Claire O'Neil, January 2004.

Research who you want to dance with, try to watch video footage or film of the company or choreographers you are aspiring to join. Subscribe to the local dance magazines – these will help with gaining an understanding of the local dance community as well as detailing daily and weekly class information. Then as with anywhere, get to the classes, go daily, be seen and get to know the teachers. A future employee won't know how fabulous you are unless you make sure you get out there and show them.

Helaina Keeley, October 2003

Any travel is great for providing perspective and an appreciation of what you have. I travelled to Toronto specifically to dance, thanks to a Creative New Zealand grant. I gained confidence in myself and began to realise the possibilities back home in NZ, and that there was more there than I had previously thought. I also realised that dancers and choreographers face the same issues no matter where they are.

I recently obtained a job that took me to Houston, Texas. It was through a dancer that was passing through NZ, whom I met through friends. I mentioned to her that I would travel for work. She contacted me later about a job in Ireland, so I sent a video over. The video was about an hour long. The timing of the Ireland job ended up clashing with other events in my life so I turned it down, but I was then offered this job in Houston. I rang and had phone conversations with the people involved to give them more of a sense of my personality which is hard to gauge from a video. I had other people on my video who I was dancing with and they wanted to know if they were available too.

Kelly Nash, December 2003



Raewyn Hill. Soapbox Productions



Keeping inspired

It takes a lot of hard work to maintain a freelance dance career. It will be incredibly inspiring and throughout the journey you will need energy, enthusiasm and belief in yourself to keep going. Remember to celebrate your achievements and be proud of yourself when you achieve your goals. Everyone has different reasons as to why they dance. Below are some comments from New Zealand freelance dance artists.

Take time to discover what your strengths are and don't lose sight of why you wanted to become a dancer. Diversify and try new styles of movement, new approaches to creating work. If there is no current dance work around think about other ways your love and interest in movement and/or theatre can be fed. Try working backstage, fashion shows, or teaching movement at a local school. Try not to close down any options – be open-minded. Most importantly don't lose your passion – it is a hard road to follow but if you remain focussed on your passion it is so much easier to remain inspired and committed.

Helaina Keeley, November 2003



In the first instance I think it's important to be realistic about the profession. Dancers of outstanding ability and dedication will have times when they are between contracts and must take other work in order to make ends meet.

Listen, take advice, seek, explore...try things perhaps that you think may not interest you...but in the end a good decision is one that comes from within.... Dancers tend to be very good at intuiting situations. Learn to listen to that intuition and follow it. Being determined and focussed is one thing, but don't give yourself a hard time if things don't seem to fall into the picture of what you had thought this career would offer.

Everyone has their own journey and it is all meaningful, no matter how difficult. I can think of many times when we have been turned down for funding on projects. This can be disheartening if you are trying to make your own work. If you have a vision then keep at it. If you get half the money you needed then use that as leverage and get out there and advocate your cause. Where there is a will there is a way. Find the rest of the money you need to make it happen. Sometimes it's taken us three or four goes to secure funding for a particular project. A funding application requires a great deal of work, and there is no guarantee of the outcome. But if it is in you to 'make' dance then you owe it to yourself to give it your best effort.

The saying 'a dance is worth a thousand words' rings true. Dance is primarily about movement. Learning like this, and stories conveyed through the act of actually imprinting our physicality and our whole energy in space, affects people in a way that music, literature, painting, sculpture and even film cannot. The ephemeral nature of dance carries a fragile and powerful essence. There is no other voice like it. We must keep the bigger picture in perspective, and realise that when we move as a dancer, when we choreograph, we are contributing to the global development of the art form as a whole.

Daniel Belton, October 2003

I think the biggest thing that we could do in the New Zealand dance community is support each other and celebrate the incredible talent we have here. We work on and produce work that is world class; as soon as people start to believe this then New Zealand dance will grow ten fold.

Raewyn Hill, December 2003

Dance is the most ancient of artforms and this guide offers some important information toward you participating and surviving within the dance continuum. New artists revitalise the old and break exciting new ground ... you are the future.

Getting organised and thinking ahead is a priority so that you can get on with your career and practice your art. The energy you contribute now to the dance environment can sustain the ecology of dance for the future.

Kia kaha
Kia manawanui
Stephen Bradshaw, December 2003

SAMPLE DANCER CONTRACT

CONTRACT FOR SERVICES FOR _____ ‘NAME OF SHOW HERE’ (herein after called the ‘Production’)

This agreement is made _____ (date)

BETWEEN _____ NAME OF DANCER HERE of _____ ADDRESS OF DANCER HERE
(herein after called the ‘Artist’)

AND _____ NAME OF COOPERATIVE OR PERSON HERE of _____ ADDRESS OF COOPERATIVE HERE
(herein after called the ‘Producer’)

WHEREBY the Producer agrees to engage the Artist under the terms and conditions set out herein and as described in the attached Schedule 1 to this Contract.

1. DURATION

- 1.1 Rehearsals for _____ are scheduled to commence _____ and continue on every Monday through Saturday up to the opening night.
- 1.2 Production week is _____ to _____
- 1.3 The performance season of _____ is scheduled to open _____ and close _____ .

2. DUTIES

- 2.1. The Artist is ultimately responsible to the Artistic Director (or whoever your cooperative decides), appointed by the Producer, who will determine duties. At other times the Artist is responsible to the duly appointed Rehearsal Director.
- 2.2 The Artist must attend rehearsals and performances as scheduled by the Producer.
- 2.3 The Artist must attend media interviews and photography/film sessions as scheduled by the Producer.
- 2.4 Throughout the term of this contract the Artist agrees the Production will be their primary professional engagement and that availability for any other professional engagements shall be at the discretion of the Producer.
- 2.5 Performances are scheduled to take place in _____ (city) at _____ (venue)
 Pack in day: _____
 Technical Rehearsal day: _____
 Dress Rehearsal: _____
 Opening night:: _____
 Season: (no. of performances) _____ performance dates

3. REMUNERATION

- 3.1 Remuneration during the rehearsal periods (in total xx number of weeks) will be at the rate of \$X.00 gross per week.
- 3.2 Remuneration during the performance periods (in total xx number of weeks) will be at the rate of \$X.00 gross per week.
- 3.3 Payments of 3.1 and 3.2 will be made weekly by direct credit into a bank account nominated by the Artist upon the Artist filling out an IR330 form.
- 3.4 Payments of 3.1 and 3.2 will be subject to Withholding tax unless otherwise specified on IR330 form.
- 3.5 For payment of GST a tax invoice will need to be provided prior. GST payments will be made less Withholding tax unless otherwise specified on IR330 form.
- 3.6 While on tour in the Artist will be paid \$X a day in per diems (for XX days). The Producer will provide accommodation, air travel and airport transfers. All other costs, such as mini bar expenses and internal travel in are the responsibility of the Artist.
- 3.7 The Artist is responsible for the payment of their own Accident Compensation levies.

SAMPLE DANCER CONTRACT

4. OTHER PROVISIONS

4.1 The Producer engages the Artist to work with name of cooperative here and the Artist undertakes to the best of their ability to rehearse and collaborate with the choreographer, rehearsal director, dramaturg and composer for the rehearsal of and all such additional duties as the Producer may direct at such venues as the Producer may nominate.

4.2 The Artist agrees not to travel outside the North/South Island or further than 100 kilometres from the city ofor undertake return travel to on the day of a scheduled performance or rehearsal without the prior authorisation of the Producer.

4.3 The Artist grants permission to the Producer to make video and photographic recordings of their participation in the rehearsals and performances of and for the use of such recordings under the following terms.

For the Producers use:

(i) for the promotion of name of cooperative here and the promotion of

(ii) for reports to name of cooperative here's funding bodies and sponsors

(iii)for not-for-profit, archival and educational purposes;

(iv)for utilisation in:

- edited promotional videos (full length and excerpts up to 10 mins)
- the name of cooperative's WWW site
- sales and marketing displays and materials for potential presenters and sponsors
- electronic communication strategies
- full-length archival video
- displays in performance venue foyers
- broadcast news and current affairs programmes

4.4 The Artist agrees that all material created in the rehearsals of remains the property of the Producer's for the express purpose of contributing to the performances and recordings of The Artist agrees that all material remains the property of the Producer's and therefore confidential until the Producer deems it necessary to release it.

4.5 The Artist agrees to take all reasonable steps to maintain the necessary state of health and fitness required to enable them to perform their duties under this agreement, and states that they have disclosed to the producer any medical conditions that may impact on the health and safety of cast and crew in certain situations, or otherwise affect their ability to perform their contractual duties.

4.5 The employer shall treat all information provided by the Artist in the strictest confidence, and shall not disclose any information without the Artist's express permission.

5 REPRESENTATIONS, MODIFICATIONS, PRIVITY AND FRUSTRATION

5.1 The Producer reserves the right to make alterations to this contract in regard to venues and schedules and cast and crew, and makes no representation to the artist that stated venues, schedules cast and crew are terms of the contract giving rise to actions for misrepresentation, repudiation, misleading or deceiving conduct or mistake.

5.2 Modifications or amendments to this contract may be made. Any such modification must be in the form of a written rider to this contract, countersigned and dated by both the Artist and the Producer. Any such signed variation shall not become invalid for want of fresh consideration.

5.3 For the purposes of the Contracts (Privity) Act 1982 this contract does not purport to confer any benefit on any third party.

5.4 In the event that this contract is frustrated, the provisions of the Frustrated Contracts Act 1944 shall apply.

Signed on behalf of the Producer:

NAME, TITLE

Date:/...../.....

Signed on behalf of the Artist:

NAME, TITLE

Date:/...../.....

SCHEDULE 1

1 DETAILS OF THE PRODUCER:

Name: _____
 Address: _____

 Phone: _____
 Mobile: _____ Fax: _____
 Email: _____

2 DETAILS OF THE ARTIST:

Name: _____
 Address: _____

 Phone: _____
 Mobile: _____ Fax: _____
 Email: _____

3 PERFORMANCE DATES:

_____ at _____ (time of shows)

4 PERFORMANCE VENUE:

 Name of venue, name the city where it is

5 REHEARSAL DATES:

6 REHEARSAL VENUE:

7 PERFORMANCES:

NUMBER OF SHOWS: _____

DESCRIPTION OF SHOW: e.g.: XXX minute dance for twelve dancers.

8 PARTICIPANTS IN THE PRODUCTION:

(names and roles or functions) e.g.:

_____ (Artistic Director / Choreographer)
 _____ (Dancer)
 _____ (Dancer)
 _____ (Dancer)
 _____ (Dancer)
 _____ (Dancer)
 _____ (Rehearsal Director)
 _____ (Sound Designer)
 _____ (Light Designer)

SAMPLE DANCER CONTRACT

_____ (Light & Sound Operator)
_____ (Production Manager)
_____ (Set Designer)
_____ (Costume Designer)
_____ (Graphic Designer)
_____ (Publicist)
_____ (Producer)

9 REMUNERATION FOR THE PRODUCTION:

DATES: \$X.00 per week, gross (x number of weeks), rehearsals

DATES: \$X.00 per week, gross (x number of weeks), performances

To be paid directly into nominated bank account on theday of each week.

10 PER DIEM ALLOWANCES:

AMOUNT: \$X.00 x X days

11 COMPLIMENTARY TICKETS:

The Artist shall receive XXX complimentary tickets to the performance on

12 AIR TRAVEL: IF APPLICABLE

ARRANGEMENTS: Return airfares/..... on (dates)
at times to be advised.

13 ACCOMMODATION: IF APPLICABLE

ARRANGEMENTS:

Accommodation will be provided at _____ in _____
the nights of XXX – XXXX inclusive.

14 OTHER SPECIAL TERMS OR CONDITIONS:

List any special event the Artist may be required at that is different to media calls covered in contract e.g. a forum on your show.

SAMPLE MUSIC COMMISSION CONTRACT

CONTRACT FOR SERVICES FOR _____ 'NAME OF SHOW HERE' (herein after called the 'Production')

This agreement is made _____ (date)

BETWEEN _____ NAME OF COMPOSER HERE of _____ ADDRESS OF COMPOSER HERE
(herein after called the 'Composer')

AND

BETWEEN _____ 'NAME OF COOPERATIVE OR PERSON HERE' of _____ 'ADDRESS OF COOPERATIVE HERE'
(herein after called the 'Producer')

WHEREBY the Producer agrees to engage the Composer under the terms and conditions set out herein and as described in the attached Schedule 1 to this Contract.

WHEREAS

- A The Producer hereby commissions the services of the Composer to compose the music for the stage production of to be choreographed and directed by of and given its first public paid performance at,, on
- B The terms and conditions relating to such production are to be as set out in this agreement.
- C For the purposes of this agreement 'the production' is defined as the original and first season of in New Zealand and any other production of the same work thereafter in New Zealand or overseas.
- D The Composer's services shall be rendered on an exclusive basis.

IT IS HEREBY AGREED AS FOLLOWS:

1. The Composer shall compose, record, produce and deliver approximately X minutes of original music for the production of The composition shall be referred to as The Work, and the recording of The Work shall be known as The Recording.
2. The complete composition will be delivered to the Producer in CD format no later than
3. The Producer may change the opening date unilaterally within seven working days before ~~of~~ the scheduled first performance, or any time subsequent to the scheduled first performance, providing the Composer is given notice in writing not less than four weeks prior to the said performance.
4. (a) The Producer agrees to pay to the Composer a composition fee of dollars (NZD\$XX) payable as follows:
 - One-third, being dollars (NZD\$.....) on execution of this agreement.
 - One-third, beingdollars (NZD\$.....), on completion of composition score to be delivered to the Producer on a date no later than
 - One-third, being dollars (NZD\$.....), on or before the date of the first paid performance.
- (b) The Producer and Composer agree that the composition fee includes and covers all costs for writing, recording and delivering the music score, including third-party live musicians the Composer may wish to hire, travel to see performances ofand any incidental expenses that the Composer may incur in either the creation of The Work or in the production of The Recording.
5. (a) The Composer hereby acknowledges and agrees that the composition and all other results and proceeds of the Composer's services hereunder have been commissioned by the Producer for use as part of, and therefore the Producer obtains full copyright in The Recording as defined by The Copyright Act of 1994.
 - (b) Reproduction and distribution of The Recording remains exclusively within the Producer's provenance. The Producer will be entitled to all royalties and other similar benefits arising from The Recording in addition to royalties and other benefits arising from their ownership of The Work. The Producer has the right to determine the packaging and marketing of The Recording.
 - (c) The Composer retains copyright in The Work (being the original composition). The Composer licences to the Producer, for the duration of the copyright in The Work, the right to use The Recording in conjunction with The Production, without the payment of any further royalties to the Composer in regard to the Composer's copyright in The Work.

SAMPLE MUSIC COMMISSION CONTRACT

6. (a) The Composer shall retain moral rights of the rights of acknowledgement of the composition and the right to object to derogatory treatment of the work. Such right to object to derogatory treatment shall not prevent the Producer from permitting the work to be used in any other context, or from the public presentation of excerpts from the work in any context. The Producer retains the right to edit The Recording as a matter of choreographic discretion in staging any instance of The Production, provided that the editing is acknowledged in accompanying publicity.
- (b) The Composer shall be listed as (name) on publicity and marketing material associated with any work that utilizes The Work or The Recording. The Composer understands that there will be no injunctive relief if there is any error in the accorded credit, and that the Producer, as owner of the copyright in The Work and The Recording shall employ best efforts to remedy such an error on a prospective basis. Damages for any breach of moral rights shall only be payable in the event that such a breach by the Producer is deliberate.
- (c) Nothing in clause 6(b) shall prevent the Composer taking legal action against any other person who acts in breach of their moral rights in clause 6(a), despite such a person having legally obtained a licence to use the work from the Producer in their capacity as owner of the copyright.
7. The Producer reserves the right to make alterations to The Production in regard to venues and schedules and cast and crew, and makes no representation to the Composer that any stated venues, schedules cast and crew are terms of the contract giving rise to actions for misrepresentation, repudiation, misleading or deceiving conduct or mistake.
8. Modifications or amendments to this contract may be made. Any such modification must be in the form of a written rider to this contract, countersigned and dated by both the Artist and the Producer. Any such signed variation shall not become invalid for want of fresh consideration.
9. For the purposes of the Contracts (Privity) Act 1982 this contract does not purport to confer any benefit on any third party.
10. In the event that this contract is frustrated, the provisions of the Frustrated Contracts Act 1944 shall apply.
11. The Composer and Producer warrant that nothing contained herein contravenes any pre-existing agreement with any other party.

SIGNATURES

Signed for and on behalf of _____ ('The Composer')

Signature _____

Name (please print) _____

Capacity _____

Signed for and on behalf of _____ ('The Producer')

Signature _____

Name (please print) _____

Capacity _____

SAMPLE GENERIC DESIGN CONTRACT (LIGHT DESIGN)

CONTRACT FOR SERVICES FOR _____ 'NAME OF SHOW HERE' _____ (herein after called the 'Production')

This agreement is made (*date*)

BETWEEN _____ 'NAME OF LIGHT DESIGNER HERE' _____ of _____ 'ADDRESS OF LIGHT DESIGNER HERE' _____
(herein after called the 'LIGHT DESIGNER')

AND

BETWEEN _____ 'NAME OF COOPERATIVE OR PERSON HERE' _____ of _____ 'ADDRESS OF COOPERATIVE HERE' _____
(herein after called the 'Producer')

WHEREBY the Producer agrees to engage the Light Designer under the terms and conditions set out herein and as described in the attached Schedule 1 to this Contract.

WHEREAS

- A The Producer hereby commissions the services of the Light Designer to design the lighting for the stage production ofto be choreographed and directed by of and given its first public paid performance at,, on
- B The terms and conditions relating to such production are to be as set out in this agreement.
- C For the purposes of this agreement 'the production' is defined as the original and first season of in New Zealand and any other production of the same work thereafter in New Zealand or overseas.
- D The Light Designer's services shall be rendered on an exclusive basis.

IT IS HEREBY AGREED AS FOLLOWS:

1. The Light Designer shall complete a light design for the stage production ofto be approximately 65 minutes in length.
2. The complete design will be delivered to the Producer in the form of a lighting plan using the grid plan, lamp list, plot sheet, focus sheet and cue sheet, no later than
3. The Producer may change the opening date unilaterally within seven working days before or after the scheduled first performance providing the Light Designer is given notice in writing not less than four weeks prior to the said performance.
4. (a) The Producer agrees to pay to the Light Designer a commission fee of dollars (NZD\$.....) payable as follows:
 - (i) dollars (NZD\$.....) on execution of this agreement.
 - (ii) dollars (NZD\$.....) on completion of the lighting plan using the.....grid plan, lamp list, plot sheet, focus sheet and cue sheet, no later than
 - (iii) dollars (NZD\$.....), on or before the date of the first paid performance.

(b)The Producer and Light Designer agree that the commission fee includes and covers all costs for creating and delivering the light design and all incidental expenses of the Light Designer's.
- 4.1 Payment is conditional on the Light Designer completing an IR330 form, and will be subject to Withholding tax unless otherwise specified on the IR330 form.
- 4.2 For payment of GST a tax invoice will need to be provided prior. GST payments will be made less Withholding tax unless otherwise specified on IR330 form.
- 4.3 The Light Designer is responsible for the payment of his/her Accident Compensation levies.
5. The Light Designer will comply with the requirements of the Health and Safety in Employment Act 1992 and any subsequent amendments.
6. The Light Designer hereby acknowledges and agrees that the commission and all other results and proceeds of the Light Designer's services hereunder have been specially ordered or commissioned by the Producer for use as part of, and therefore the Producer obtains full copyright under section 21 of the Copyright Act of 1994. The Light Designer shall retain moral rights in the work under Part IV of the Copyright Act 1994 as an 'artistic work'.
7. The producer reserves the right to make alterations to the complete commission if required, provided that such alterations are not in breach of the moral rights of the Light Designer.

SAMPLE LIGHT DESIGN CONTRACT

8. The Producer has perpetual right to use the design in connection with any and all exploitation ofin all media including advertising and promotion of and for other publicity purposes available to the Producer.
9. The Producer agrees to contract the Designer when and if is performed at another venue to set the original design of onto the lighting rig of the theatrewill be performed in.
10. It is agreed that the Producer has sole right to contract light operators to execute the Light Designer's design and that once the complete design has been delivered to the Producer, the execution of it is the sole responsibility of the Producer.
11. The Light Designer shall be listed as on publicity and marketing material for when appropriate to be decided at the discretion of the Producer for this production and for future productions of the work. The Light Designer understands that there will be no injunctive relief if there is any error in the accorded credit, and that the Producer shall employ best efforts to remedy such an error on a prospective basis.
12. The Light Designer warrants that nothing contained herein contravenes any pre-existing agreement with any other party.
13. Modifications or amendments to this contract may be made. Any such modification must be in the form of a written rider to this contract, countersigned and dated by both the Light Designer and the Producer. Any such signed variation shall not become invalid for want of fresh consideration.
14. For the purposes of the Contracts (Privity) Act 1982 this contract does not purport to confer any benefit on any third party.
15. In the event that this contract is frustrated, the provisions of the Frustrated Contracts Act 1944 shall apply.
16. The Producer reserves the right to make alterations to this contract in regard to venues and schedules and cast and crew, and makes no representation to the Light Designer that stated venues, schedules cast and crew are terms of the contract giving rise to actions for misrepresentation, repudiation, misleading or deceiving conduct or mistake, except where such alteration results in the Light Designer incurring extra work or expenses.

SIGNATURES

Signed for and on behalf of _____ ('Light Designer')

Signature _____

Name (please print) _____

Capacity _____

Signed for and on behalf of _____ ('The Producer')

Signature _____

Name (please print) _____

Capacity _____

SAMPLE BUDGET

EXPENSES

| GST EXCLUSIVE | PROJECTED | ACTUAL | |
|---|--------------------|--------------------|--------------------------------|
| Fees | | | |
| Project Manager / Publicist | \$1,200.00 | \$1,200.00 | |
| Choreographer | \$1,200.00 | \$1,200.00 | |
| Dancers \$1200 x 3 | \$3,600.00 | \$3,600.00 | |
| Understudy | \$500.00 | \$650.00 | |
| Rehearsal Director (not needed first few weeks) | \$1,000.00 | \$1,000.00 | |
| Costume Designer | \$800.00 | \$800.00 | |
| Composer | \$1,200.00 | \$1,200.00 | |
| Recording costs | \$300.00 | \$300.00 | |
| Lighting Designer | \$1,000.00 | \$1,000.00 | |
| Operator | \$650.00 | \$650.00 | |
| Filming Show: filming and editing fee | \$800.00 | \$800.00 | |
| tape for film | \$160.00 | \$120.00 | |
| Stage Manager | \$650.00 | \$650.00 | |
| Technical Crew 2 @ \$15 x 10hrs | \$500.00 | \$500.00 | |
| Subtotal Fees | \$13,560.00 | \$13,670.00 | |
| Venue Hire | | | |
| Rehearsal Venue | \$350.00 | \$350.00 | |
| Pack in Days: \$180 per day x 2 days | \$360.00 | \$360.00 | |
| Performance Days: \$250 per day x 6 days | \$1,500.00 | \$1,500.00 | |
| Dance Floor hire | \$200.00 | \$200.00 | |
| Subtotal Venue Hire | \$2,410.00 | \$2,410.00 | |
| Marketing | | | |
| Photographer Fee | \$500.00 | \$500.00 | |
| Photographs | \$350.00 | \$350.00 | Note: print and digital copies |
| Press Kits | \$100.00 | \$0.00 | Note: used email only |
| Print Ads Newspaper | \$500.00 | \$292.54 | |
| Gig Guides | \$200.00 | \$0.00 | Note: used free listings only |
| Design – flyers, posters & ads | \$1,000.00 | \$500.00 | Note: agreed to reduced fee |
| Printing – flyers & posters | \$2,154.63 | \$1,654.63 | Note: \$500 contra support |
| Poster Distribution | \$300.00 | \$300.00 | |
| Opening Night function | \$300.00 | \$200.00 | Note: \$100 contra support |
| Subtotal Marketing | \$5,404.63 | \$3,797.17 | |
| Production Costs | | | |
| Costumes | \$500 | \$700.00 | Note: includes labour |
| Props | \$300.00 | \$180.00 | |
| Lights (hireage of extra specials, most at venue) | \$500.00 | \$450.00 | |
| Sound (hireage of extra equipment) | \$250.00 | \$250.00 | |
| Subtotal Production Costs | \$1,550.00 | \$1,580.00 | |

SAMPLE BUDGET

| EXPENSES CONTINUED | PROJECTED | ACTUAL | |
|--------------------------------------|--------------------|--------------------|---|
| Administration costs | | | |
| Telephone | \$100 | \$140.00 | |
| Couriers | \$100 | \$30.00 | |
| Postage and Stationary | \$60.00 | \$40.00 | |
| Internet fees | \$125.00 | \$60.00 | Note: contribution to publicist's internet bills |
| Bank fees | \$0.00 | \$20.00 | |
| Accountant | \$50.00 | \$200.00 | Note: towards post-show settling of accounts & tax return |
| Subtotal Administration Costs | \$435.00 | \$490.00 | |
| Contingency | \$100.00 | \$250.00 | |
| Total EXPENSES | \$23,459.63 | \$22,197.17 | |

INCOME

| | |
|---|------------------|
| Creative New Zealand Grant | \$15,000.00 |
| Gaming Trust grants | \$1,500.00 |
| Net Box Office | 6,102.00 |
| Total INCOME | 22,602.00 |
| Payout to Cooperative to invest in next show: | \$404.83 |

Box Office Breakdown: 150 seat theatre, for 6 performances. 65 minute length show.

| Ticket type | Price | % of house | No.of tix sold | Income |
|--------------------------|-------------------|------------|------------------|-------------------|
| Waged | \$22 | 18% | 162 | \$3,564.00 |
| Unwaged | \$18 | 12% | 108 | \$1,944.00 |
| Student / Concession | \$16 | 15% | 135 | \$2,160.00 |
| 45% house | | | 405 tickets sold | |
| GROSS BOX OFFICE: | | | | \$7,668.00 |
| LESS: Booking Fees: | \$1.50 per ticket | | | \$607.50 |
| Less GST on ticket sales | | | | \$958.50 |
| | | | | \$1,566.00 |
| GROSS BOX OFFICE | | | | \$7,668.00 |
| MINUS FEES | | | | \$1,566.00 |
| NET BOX OFFICE | | | | \$6,102.00 |

This budget is based on the hireage of a relatively low cost, fully equipped performance venue.

Ticketing has been included in the venue hire costs.

There are a variety of venue hire agreements – sometimes lights and sound will be included in the venue hire, and sometimes the venue will supply a technician. Other times you will have to hire the venue, lights, sound and technical support. You may also have to pay for ticketing and power.

Some venues work on a shared risk / shared profit basis, which means for a percentage of your box office they will cover some of these costs.

It should be very clear from the outset which costs the co-operative will meet and which costs the venue will meet.

AUDIENCE SURVEY

XYZ Dance Company, in association with Dance Aotearoa New Zealand (DANZ), is keen to learn more about you, our dance audience, and your interests in dance and other art forms. Please take a few minutes to complete this survey and drop it in the box provided in the foyer, or return it in the envelope provided. All completed surveys go into a draw to win double tickets to XYZ Dance Company's next dance season. **Thanks!**

1. How did you find out about this performance?

(Tick all that apply)

- Advertisement or article in a newspaper
In which paper? _____
- Heard about it on the radio
On which radio station? _____
- A poster/flyer around town
- Someone told me about it
- DANZ newsletter, publication
- Information from XYZ Dance Company
- Received advice via email
- Information on a website
Which website? _____
- In another dance programme
- Other (please write in) _____

2. Is this the first time you have attended one of XYZ Dance Company's performances?

- No, I've attended other(s) Yes, the first time

3. What attracted you to come to this performance? *(Tick all that apply)*

- I read a review/article about it
- It was recommended to me
- The advertising appealed to me
- I like this company's performances
- I could get a discounted ticket
- I know people associated with it
- I enjoy dance and go to all that I can
- Other reason (please write in) _____

4. Did you enjoy the performance today?

- I enjoyed it a lot It was OK Not really

5. Have you attended other dance performances in the past 12 months? *(eg ballet, contemporary, etc)*

- No Yes → **By which companies/artists?**

Please list:

6. What styles of dance do you most prefer?

(Please rank your preferences, where '1' = most preferred).

- Ballet _____ Contemporary _____
- Cultural _____ Community/recreational _____
- Other _____ → Please identify: _____

7. What other types of entertainment activities have you been to in the past 12 months? *(Tick all that apply)*

- The movies
- Theatre/play
- A museum
- A sporting event
- Opera
- Musical theatre
- Classical music concert
- Live rock/pop musical concert
- Classical/contemporary ballet
- A festival/festival events
- Art gallery exhibition
- Comedy/cabaret performance

Please indicate which **ONE** of these is your most preferred alternative type of entertainment by **CIRCLING** the relevant box.

8. Where do you get most of your information about events and entertainment that are on?

(Please tick your top three only)

- Newspapers - Which paper? _____
- Radio - Which station? _____
- Television - Which channel? _____
- Magazines - Which magazine? _____
- The internet - Which website? _____
- Friends/family/whanau
- Billboards/posters/flyers in public places
- Newsletters/Subscriptions
- Other source - Please identify: _____

9. Who FIRST introduced you or encouraged you to go to a dance performance? *(Tick one only)*

- Parent/s
- Spouse/partner
- Friend
- Other - Please write in: _____
- Other family member
- School/teacher (incl dance)
- Work group/colleague

Please turn over...

AUDIENCE SURVEY

About you

This information will help us better understand who our audience is. If you do not wish to answer a question, please leave it blank and skip to the next.

10. Are you...

- Female Male

11. What age group are you in?

- Under 18 years 18-24 years
 25-34 years 35-44 years
 45-54 years 55-64 years
 65 years or over

12. Which ethnic group do you most identify with?

(Tick one box only)

- European NZ-er NZ Maori
 Asian Pacific Island
 Other - Please write in: _____

13. Who did you come to the performance with today? *(Tick all that apply)*

- Came alone Spouse/partner
 Family/whanau Friends
 Organised group Other - Please identify: _____

14. Which of these best describes your education level? *(Tick one box only)*

- Primary Secondary
 Post secondary training Tertiary

15. Are you or have you been... *(Tick all that apply)*

- A dance practitioner A dance student (tertiary)
 A dance teacher A dance student (studio)
 None of these

16. What is your main occupation? *(Tick one only)*

- Sales/Services Administrative/Clerical
 Trades/Skilled Professional/Managerial
 Manual/Labourer Artist/Art practitioner
 Looking for work Caregiver/Homemaker
 Student - At school Retired
 Student - In training (eg trade, skills course)
 Student - At Polytech/University
 Other: _____

If you are a student, what is your area of study?

17. Which best describes your household?

(Tick one only)

- Live alone/Flatting Family with children
 Couple, no children Couple, children left home
 Solo parent family Other

18. What is your available household income before tax?

- Less than \$10,000 \$10,001 to \$30,000
 \$30,001 to \$50,000 \$50,001 to \$70,000
 \$70,001 to \$90,000 Over \$90,000

19. Where do you live? *(Please identify suburb)*

20. Are you interested in receiving information about:

- XYZ Dance Company's performances/ company No Yes
Other dance performances or the dance sector (in general) No Yes

If yes to either of these, would you prefer to receive information by:

- Email or Surface mail
(Please provide your contact details below)

Now you can go in to the prize draw!

Please record your name and contact details below if you would like to be in the draw to win double tickets to XYZ Dance Company's next dance season. Your contact details will not be used for any purpose other than for the draw, or if you have indicated an interest in being sent information. **Thank you and good luck!**

Name: _____

Address: _____

Phone: _____

Email: _____