



CODE OF CONDUCT

BPM Entertainment has worked very hard to establish a reputation for honesty, integrity and superior levels of customer service in the Entertainment industry. At BPM Entertainment our decision to offer you a position as an Independent Contractor is very important to us as a company. We understand that your decision to join us is equally significant. In joining and continuing with BPM Entertainment you will play an important role in helping us to continue to achieve success.

The following Code of Conduct sets out the expected behavior all BPM Entertainment Independent Contractors.

The Term of the Contract

This contract commences from the time the contractor ticks the acceptance of the booking, timestamped by the www.bpmlogin.com.au website until 12 months after the works have been completed and the contract work fulfilled.

What we expect of you...

To fulfill your accountabilities and our expectations of you:

- Your endeavors will promote and enhance BPM Entertainment's interests, growth and reputation.
- Your interactions with other BPM Entertainment employees, Independent Contractors and our clients will reflect the value that BPM Entertainment places on people, and in particular teamwork, and superior customer service.
- During assignment you are required to devote your time, attention and abilities to doing your best to carry out your duties in a proper and efficient manner.

Your Health and Wellbeing...

Safety in the workplace – our responsibilities

At BPM Entertainment we recognize our responsibility to provide a safe and secure workplace and take this responsibility very seriously, we:

- Acknowledge our obligation to provide a safe workplace, under the terms and conditions of relevant health and safety legislation and common laws. This includes but is not limited to the Occupational Health and Safety legislation currently in force;
- maintain plant, equipment, substances and systems of work which are safe and without risk to health;
- provide systems of work to ensure the safe handling, use, storage and transport of plant, equipment and substances;
- provide the information, instruction, training and supervision necessary to ensure the health and safety of employees and visitors to the work site;

- Provide for adequate monitoring of health and safety in the workplace to the extent that monitoring is relevant to the prevention of work-related injuries (eg: injuries, lifting procedures, temperature).

*Safety in the workplace – **your responsibilities***

You have a key role in ensuring that the safety of yourself and others is maintained. To this end you must:

- assist and support the Company with the implementation of any measures taken by us in respect of occupational health and safety;
- use all equipment, plant and appliances provided by the Company in such a way as to ensure the health and safety of yourself, and all other persons;
- assist the Company in the implementation of any measures taken by us in respect of occupational health and safety;
- comply with all occupational health and safety guidelines, including those that refer to the use of personal protective equipment;
- adopt safe systems of work to support a safe place of work;
- Generally comply with any obligation imposed on you under the laws applicable to occupational health and safety, including but not limited to legislation currently in force.

For your safety and that of others, you are required to comply with all safety requirements at BPM Entertainment. As part of your support for this initiative you will advise the Director or Client Contact should you be involved in an accident or incident which endangers your health during working hours. You are required to advise the Director should you suffer or contract a physical, medical or other condition which may affect your ability to carry out the inherent requirements of your position as an Independent Contractor.

BPM Entertainment promotes and encourages a smoke free environment consistent with our objective to provide a safe workplace for all and in line with public and community expectations. It is expected that you will support this policy within all company buildings and facilities.

Whilst on assignment smoking is generally discouraged, however if you wish to smoke you need to do this in a break that is announced or agreed with the client. Please be aware that in most instances as you will be the sole entertainer breaks will not be feasible. If you do arrange a break and wish to smoke please do so in a designated area that is outside the building or venue and only whilst you are on a break. Any agreed breaks should be included in the Performance Report.

Disclosure

As part of your pre-assessment with BPM Entertainment, you are required to provide full particulars of any known condition (which may include details of prior workers compensation claims) which may affect your ability to carry out the inherent requirements of your Independent Contractor engagement.

Substance abuse

BPM Entertainment has a “**zero tolerance**” in relation to substance abuse whilst you are engaged on Company business. In order to ensure your own safety, and that of others, **you must not:**

- Use or have in your possession any illegal substances whilst at work;
- Consume alcoholic beverages (unless otherwise approved in writing by the client and or the Director of BPM Entertainment).
- Be intoxicated whilst on assignment

- Use illegal substances whilst at work;
- Misuse legal drugs during working hours where you should be reasonably aware that such usage may constitute a misuse of such drugs;
- Drive a company vehicle or own vehicle whilst unlawfully under the influence of alcohol or illegal substances, or while using legal drugs where you should be reasonably aware that the use of such drugs may impair your driving performance.

“Illegal substance” refers to any substance the possession or use of which is prohibited by law.

BPM Entertainment takes the above conditions seriously and may immediately terminate your Independent Contractor Agreement should any one of the above events occur.

Diversity at Total Entertainment Australia

You are responsible to act in a manner which will create and maintain a workplace environment that supports diversity and is free from discrimination, hostility, harassment and bullying. Behavior which is inconsistent with the law will be addressed, and disciplinary action will be taken, up to and including dismissal, to prevent such behavior.

Dress Code

You are expected to dress in accordance with the Engagement Agreement and guidelines within the Contractor Operations Manual. Specific details will be as advised to you based on Client requirements.

Please also be aware that the following attire is inappropriate:

- Ripped jeans
- Thongs
- T-shirts with offensive slogans or pictures
- Any other attire that is revealing or inappropriate in nature

Availability

In order for BPM Entertainment to manage our talent effectively if you are unavailable on any date for any reason you will be required to inform us on the 1st of the month preceding the month of the date that you are unavailable. For example if you require the 15th June off, then you will be required to inform us on the 1st of May. All notifications of your availabilities must be notified via email to music@bpmentertainment.com.au. BPM Entertainment will acknowledge receipt and approval of this in a return email.

Failure to meet your obligations in this matter may result in the forfeit of any monies owed. All requests will be given due consideration and this will assist us in managing resourcing requirements for our clients.

Summary Termination

BPM Entertainment may terminate your Contractor Agreement immediately without notice if it is determined that you have:

1. failed or refused to comply with a reasonable, lawful directive given to you by BPM Entertainment or BPM Entertainment’s representative, having due regard to the nature of your assignment and the scope of your duties;
2. in the opinion of BPM Entertainment are guilty of serious misconduct or willful neglect in the discharge of your duties;
3. committed a serious breach of or is persistently in breach of any term of this Code of Conduct or your Independent Contractor Agreement;

4. engaged in conduct which in the reasonable opinion of BPM Entertainment may bring BPM Entertainment into disrepute;
5. consistently acted in a manner which may tend to injure the reputation and interests of BPM Entertainment and its Related Entities;
6. been convicted of any serious criminal offence where such conviction could, in BPM Entertainment’s opinion, reasonably be expected to detrimentally affect BPM Entertainment or preclude or inhibit you in performing the duties and obligations within this contract;
7. have become of unsound mind or a person whose person or estate is liable to be dealt with under the laws relating to mental health

*Professional
Conduct & BPM
Entertainment
Policies and
Procedures
Statement of
Acceptance*

As a BPM Entertainment Contractor, you are required to abide by the Code of Conduct as set out in this document. You are also required to observe the terms of all BPM Entertainment policies, procedures, the Contractor Operations Manual, guidelines and instructions, or as may be introduced or varied from time to time.

“I acknowledge that I have read this Code of Conduct. I understand and accept the terms and conditions as contained in this document. Further, I warrant that all particulars given in the application forms and all other information given by me in support of my application are true and correct.

<i>Signature</i>	<p>Signed by: _____</p> <p>Name: _____ <small>Print name</small></p> <p>Signature: _____</p> <p>Date: _____</p>
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Failure to sign fixed term contract - employee still bound

If parties to an employment contract abide by the conditions and wages set out in the original contract, then the parties will have been considered to have accepted the terms of the contract even if one party refuses to sign the contract. The Australian Industrial Relations Commission has determined that the mere fact that an employee failed to sign a fixed term contract, did not of itself alter her status as a fixed term contractor. This is because in embracing the wages and conditions of employment and performing her duties as set out in the contract, the employee in effect accepted the contract.