



DANCE INDUSTRY  
**CODE OF PRACTICE**  
2025-26



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## **PART 1    General**

### **1.1            Guiding Principles**

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- (a) All professional work in the dance industry must attract minimum payments and conditions to reflect the status of professional dancers, choreographers, and dance teachers as legitimate workers.
- (b) Unpaid work undermines the sustainability of the dance industry, and devalues the quality of work and skill of all dance professionals.
- (c) Signatories to this Code commit to:
  - (i) Advancing the workplace rights of dancers, choreographers, and dance teachers;
  - (ii) Advocating for dance as an integral part of the arts industry;
  - (iii) Promoting a sustainable industry through fair pay and safe work;
  - (iv) Improving diversity and respecting practitioners from diverse backgrounds; and,
  - (v) Not engage a professional, or accept professional work, on terms that are, on balance, less favourable than those established by this Code.

### **1.2            Annual rate increases**

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- (a) The rates in this Code, excluding those in 4.3, increase on 1 July of each year, by:
  - (i) the March Quarter CPI figure of that year; or,
  - (ii) 4%;whichever is greater.

### **1.3            Minimum call**

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- (a) A minimum call means the smallest amount of time, per day, that a person may be engaged.
- (b) For each day that a dance professional is engaged, the minimum call for a:
  - (i) Dance class is 1 hour;
  - (ii) General Rehearsal is 2 hours;
  - (iii) Dress Rehearsal is 3 hours; and,
  - (iv) Performance is 3 hours.

### **1.4            Superannuation**

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- (a) In line with the relevant legislation, all rates in this Code are *exclusive of* superannuation.
- (b) Superannuation will be calculated on top of any ordinary earnings, at a rate no lower than the compulsory Superannuation Guarantee.

### **1.5            Dispute resolution procedure**

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- (a) If a dispute arises out of or in connection with this Code:
  - (i) the MEAA will be recognised as the representative of the dancer;
  - (ii) the parties to the dispute will attempt to resolve the matter in good faith; and,
  - (iii) if the parties cannot to resolve the matter, either party may escalate the dispute to a relevant tribunal, commission or dispute resolution provider for conciliation, and if still not resolved, arbitration.

## PART 2 Coverage

### 2.1 General

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- (a) This Code has coverage over both employee and contractor/sub-contractor dance professionals, including commercial, government-subsidised, freelance, independent, and experimental dance work.
- (b) Where the provisions of this Code differ from those of either the National Employment Standards (NES) or the relevant Award, the provisions more favourable to the worker will prevail.

### 2.2 Included

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- (a) This Code applies to work that is undertaken by dancers, dance teachers, and choreographers, including live and screen performance, in the following settings:

Table A.

Sector	Examples
Nightlife, hospitality, and tourism companies	Bars, pubs, clubs, casinos, resorts, cruise ships, theme parks
Community events	Fairs, fetes, festivals, school-based performance (non-teaching), not for profit organisations, charities
Sporting events	Cheerleading, pre-game, post-game, and half-time entertainment
Recording and music companies	Music videos, musical festivals, live music events, radio events
Corporate events	Awards nights and ceremonies, training videos
Theatres/performance spaces	Theatres, auditoriums, competitions, grant-based work
Screen performance	Film, television, advertisements, gaming, animation, and digital
Dance institutions	Schools, companies, troupes, workshops, masterclasses

### 2.3 Not included

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- (a) This Code does not apply to:
- (i) live performance work covered by the *Performers Collective Agreement*;
  - (ii) feature film work covered by the Actors' Feature Film Collective Agreement;
  - (iii) television work covered by the Actors' Television Program Agreements;
  - (iv) work covered by an existing Enterprise Bargaining Agreement;
  - (v) work covered by commercial advertising rates; and,
  - (vi) work where current rates are higher than the minimum rates in this Code.

## PART 3 Dancer Rates

### 3.1 Definition

- (a) A person is a **Professional Dancer** where they have:
- (i) completed a Certificate III in Dance Performance (or higher); OR,
  - (ii) completed one of the dance courses in Table B (or higher); OR,
  - (iii) completed 90 hours of learning and 40 hours of performance in a 2-year period, including regular participation in dance competitions, battles, teaching, or performances; OR,
  - (iv) been recognised for their talent, performance, or artistic abilities, and are able to demonstrate General Skills and Specialist Skills as defined by Appendix A.

Table B.

Institution	Level
<b>RAD</b>	Intermediate Foundation
<b>Comdance</b>	Grade 6
<b>ATOD</b>	Contemporary and Musical Theatre - 5; Hip Hop - 10; Tap and Jazz - Intermediate

### 3.2 Dancer hourly rate

- (a) Where a dancer is contracted for **less than 38 working hours** they will be paid:
- (i) \$51.66 per hour for all rehearsal hours, rounded up; and,
  - (ii) the relevant Hourly Rate in **Table C** for all performance hours.

Table C.

Level	Experience	General skills	Specialist skills	Live	Screen
1	Under 1 year	Basic	Basic	\$81.00	\$50.62
2	Over 1 year	Intermediate	Basic	\$83.24	\$51.74
3	Over 2 years	Intermediate	Intermediate	\$86.61	\$52.87
4	Over 3 years	Advanced	Intermediate	\$88.87	\$56.24
5	Over 4 years	Advanced	Advanced	\$92.24	\$58.49
6	Over 6 years	Significantly advanced	Advanced	\$95.62	\$60.75
7	Over 8 years	Significantly advanced	Significantly advanced	\$100.11	\$62.99

### 3.3 Dancer weekly rate

- (a) Where a dancer is contracted for **38 working hours or more** they will be paid the relevant Weekly Rate in **Table D** for every week where rehearsals or performances occur, rounded up to the nearest week.

Table D.

Level	Experience	General skills	Specialist skills	All Performance
1	Under 1 year	Basic	Basic	\$1,436.00
2	Over 1 year	Intermediate	Basic	\$1,478.07
3	Over 2 years	Intermediate	Intermediate	\$1,519.36
4	Over 3 years	Advanced	Intermediate	\$1,558.50
5	Over 4 years	Advanced	Advanced	\$1,601.35
6	Over 6 years	Significantly advanced	Advanced	\$1,649.39
7	Over 8 years	Significantly advanced	Significantly advanced	\$1,706.19

## PART 4 Dance Teacher Rates

### 4.1 Definition

- (a) A person is a **Dance Teacher** where they are primarily engaged to teach dance skills to a student, especially in terms of technique, performance, and rehearsal, and including where such work involves the ancillary or complementary duties of creating choreographic work, assessing dance skills, and producing dance work.

### 4.2 Freelance Dance Teacher hourly rates

- (a) A Freelance Dance Teacher generally includes dance teachers who are:
- (i) Working concurrently as a commercial freelance dancer;
  - (ii) Engaged as a contractor;
  - (iii) Working between multiple schools or companies;
  - (iv) Working on one-off, specialist classes or workshops; and/or,
  - (v) Working on short-term contracts (eg. less than 6 months).
- (b) A Freelance Dance Teacher will be entitled to an hourly rate that is no less than the following:

Table E.

Level	Hourly rate
Level 1 – Dance Teacher	\$32.40
Level 2 – Dance Teacher	\$39.17
Level 3 – Dance Teacher	\$50.60
Level 4 – Dance Teacher	\$63.56
Level 5 – Senior Dance Teacher	\$76.51
Level 6 – Senior Dance Teacher	\$94.46
Level 7 – Senior Dance Teacher	\$115.37
Level 8 – Senior Dance Teacher	\$141.27

- (c) A Freelance Dance Teacher's Level in **Table E** will be determined based on the Classification Criteria in **Appendix B**.

### 4.3 Non-Freelance Dance Teacher rates

- (a) A Non-Freelance Dance Teacher generally includes dance teachers who are:
- (i) Engaged as an employee on a full-time, part-time, or a casual basis;
  - (ii) Engaged as an employee on a fixed-term contract; and/or,
  - (iii) Engaged by one school or company for longer than 6 months.
- (b) The Code takes the position that Non-Freelance Dance Teachers should not be engaged under the *Fitness Award*, and should rather be engaged under the *Live Performance Award* or the *Broadcasting, Recorded Entertainment, and Cinemas Award*.
- (c) The Code takes the position that where a Non-Freelance Dance Teacher is engaged under the *Fitness Industry Award*, they should receive an hourly rate that is no less than \$3 per hour above their respective rate in that *Award*, as shown below:

Table F.

Fitness Award Classification Level	Minimum weekly rate (full time)	Minimum hourly rate
Level 1	\$1036.68	\$27.28
Level 2	\$1061.85	\$27.94
Level 3	\$1128.71	\$29.70
Level 3A	\$1182.60	\$31.12
Level 4	\$1226.25	\$32.27
Level 4A	\$1279.74	\$33.68
Level 5	\$1342.67	\$35.33
Level 6	\$1332.05	\$35.05
Level 7	\$1379.64	\$36.31

## PART 5 Choreographer Rates

### 5.1 Definition

- (a) A person is a **Choreographer** where they are primarily engaged to arrange, compose, plan, and/or design sequences of movements into a piece of dance work, and does not include where such duties are ancillary or complimentary to other duties, such as performing or dance teaching.

### 5.2 Choreographer rate

- (a) A choreographer is entitled to be paid a **Choreographer Rate** for the hours of work spent arranging, composing, planning, and/or designing sequences of movements into a piece of choreographic work.
- (b) The **Choreographer Rate** will be calculated as follows:
- (i) Up to 12 rehearsal hours \$51.66 per hour;
  - (ii) Over 12 rehearsal hours Relevant Weekly Rate in **Table D**

### 5.3 Choreography fee

- (a) A choreographer is also entitled to be paid a **Choreography Fee** for the piece of choreography as a product.
- (b) The **Choreography Fee** will be calculated as follows:
- (i) First 3 minutes of choreography Relevant Fee in **Table G**
  - (ii) Every minute after that 50% of the Relevant Fee in **Table G**

Table G.

Level	Descriptor	Per minute
Basic	Entry-level, final-year students, and routines for inexperienced partnering or group work.	\$140.61
Intermediate	General use by professional dancers in any public setting (commercial and non-commercial).	\$168.73
Advanced	Commercial use, use for mid-tier productions, and experienced partnering or group work.	\$196.85
Specialist	Commercial use, use for high-tier work productions, and experienced partnering or group work.	\$224.97

### 5.4 Improvisation

- (a) A performer expected to improvise choreography will not attract a payment for choreography under this clause but must be paid no less than a Level 3 performance rate for their work.

### 5.5 Remounts

- (a) Where a choreographic work is remounted **in a paid live production**, the choreographer will have:
- (i) the right of first refusal for the teaching of that choreography; or,
  - (ii) the right to payment equal to relevant minimum rates for the run of the remounted production; unless written agreement is reached otherwise and documented as a Special Condition to the Standard Contract.
- (b) Where a choreographic work is remounted **in another medium (e.g. film, television, radio, online)**, whether now existing or developed in the future – the choreographer will receive royalty payments up to a maximum of 50% of the Company's total proceeds from subsequent exploitation until an amount equal to five weeks' pay at the relevant Weekly Rate has been reached. If the choreographer is engaged and paid as usual to perform their role for that other medium, they will not receive this payment.

### 5.6 Copyright

- (a) Unless specific and written payment arrangements are made as to the usage of choreography, a choreographer retains all copyright and intellectual property rights to the work as per the *Copyright Act 1968*.
- (b) First Nations choreographic works shall always be subject to the appropriate cultural customs of the creator(s), and such customs will not be overridden by the protections (or lack thereof) in this Code.

## PART 6 Other Payments

### 6.1 Penalty Rates

- (a) The **Penalty Rates** in **Table H** apply to all dance workers:

Table H.	Loading Type	Amount	When
	Overtime	150% (time-and-a-half)	for all time over that initially agreed to
	Weekly Overtime	200% (double time)	for all work over 38 hours in a week
	Sunday	200% (double time)	for all work on a Sunday
	Public Holiday	200% (double time)	for all work on a Public Holiday
	Missed Meal	200% (double time)	Until the meal break is taken

### 6.2 Regular weekly payments

- (a) The **Regular Weekly Payments** in **Table I** apply to all dance workers and form part of ordinary earnings for the purpose of superannuation:

Table I.	Allowance Type	Amount	Frequency
	Understudy –		
	Star role	\$72.44	per week for each part required to understudy for
	Leading role	\$51.71	per week for each part required to understudy for
	Supporting	\$31.09	per week for each part required to understudy for
	Minor role	\$24.79	per week for each part required to understudy for
	Driver	\$74.79	per week when required to perform work as driver or a person in charge whilst on tour

### 6.3 Allowances

- (a) The **Allowances** in **Table J** apply to all dance workers and do not form part of ordinary earnings for the purpose of superannuation:

Table J.	Allowance Type	Amount	Frequency
	Meal	\$36.04	per meal when travelling, unless meals are provided
	Accommodation	\$234.50	per night when travelling, unless accommodation is provided
	Costume	\$67.50	per costume where the dancer supplies their own costume
	Shoe	\$50.62	per pair of shoes where the dancer supplies their own pair of shoes
	Fittings	\$56.24	per hour when fittings are undertaken outside rehearsal time
	Make-up	\$13.50	per performance when required to supply or apply specialised makeup
	Hair	\$40.50	per performance where the dancer is required to have a specialised hair style
	Nudity	\$29.38	per performance where the dancer is required to be nude or semi-nude
	Understudy – Star role	\$155.35	per performance for each part performed
	Understudy – Leading role	\$103.42	per performance for each part performed
	Understudy – Supporting role	\$62.18	per performance for each part performed
	Understudy – Minor role	\$49.57	per performance for each part performed
	Use of own vehicle	\$1.03	per kilometre when requested to use own vehicle for work duties

## PART 7 Image Rights

### 7.1 Recordings

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- (a) Where the engaging Company wishes to record a performance, the parties must agree, in writing, to the usage rights and payments prior to any work taking place.
- (b) Dancers are entitled to a one-off Recording Fee of \$342.16 where their work is recorded.
- (c) All Usage of a Recording will attract a Usage Fee, calculated as:

TABLE K.

Usage	Usage Fee
<b>Online</b>	no less than 57.5% of the Total Fee for the engagement, for a total usage period of 3 years.
<b>All other usage</b>	shall be agreed between parties, with rates and usages in line with industry standard and using the MEAA Equity Standard TVC Contract.

### 7.2 Social Media

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- (a) Where a Company requests that a dancer “takeover” the Company’s social media account(s) for the purpose of marketing and/or promotion:
- (i) The request and the terms of any agreement must be made in writing;
  - (ii) The dancer retains the right to decline the request at any time; and,
  - (iii) Time undertaking such duties shall be paid.
- (b) Where a Company requests that a dancer use their personal social media account(s) for the purpose of marketing and/or promotion:
- (i) The request and the terms of any agreement must be made in writing;
  - (ii) The dancer retains the right to decline the request; and,
  - (iii) Negotiations between the parties (including in respect to any fee to be paid) are to be separate from and independent to any contract discussions.

### 7.3 Artificial Intelligence

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- (a) This clause deals with any audio-visual recordings (Recordings) in which a worker is engaged and is intended to prevent the unauthorised use of the worker’s image, name, voice, likeness, or movement (collectively referred to as ‘Image’) for Artificial Intelligence and other similar technology whether in existence presently or not.
- (b) Signatories to the Code agree:
- (i) To not use any portion of a dancer’s Image for purposes other than those specified in the initial Agreement between the parties;
  - (ii) To not use any Recording to simulate a dancer’s Image or to create any synthesized or “digital double” versions of a dancer;
  - (iii) To not use any portion of a dancer’s Image for any unauthorized Artificial Intelligence usage, including but not limited to creation of synthetic Recordings or for machine learning;
  - (iv) To not sell or transfer ownership to all or part of any of the Recordings of a dancer to any third party for purposes of using the files for Artificial Intelligence usage, without the dancer’s knowledge and consent;
  - (v) To not enter into any agreements or contracts on behalf of a dancer which uses all or any part of any Recording of the dancer for use within Artificial Intelligence technologies, without the dancer’s knowledge and consent;
  - (vi) To use good faith efforts to prevent any files of Recordings to be stored in digital format containing a dancer’s Image from unauthorised access by third parties, including if such files are stored in “the cloud”; and,
  - (vii) To use services that offer safeguards through encryption or other “up-to date” technological means from unauthorised third-party access.

## PART 8 Workplace Conditions

### 8.1 Zero tolerance approach

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- (a) This Code enforces a zero tolerance approach towards:
- (i) discrimination, harassment, sexual harassment, and bullying; and,
  - (ii) 'blacklisting' (the practice of denying, cancelling, and reducing work, as punishment for speaking up about pay, conditions, or safety).

### 8.2 Industry standards

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- (a) The Code requires that all dance professionals agree to adhere to:
- (i) The [Safety Guidelines for the Entertainment and Events Industry](#);
  - (ii) The [Live Performance Industry Code of Practice on Discrimination](#);
  - (iii) The [Screen Industry Code of Practice on Discrimination](#);
  - (iv) The [Intimacy Guidelines for Stage and Screen](#);
  - (v) The provisions of the applicable Workplace Health and Safety law; and,
  - (vi) The adverse action and unfair dismissal provisions found in the *Fair Work Act*.
- (b) This Code requires that all dance professionals working with children:
- (i) Must possess a current working with children check; and,
  - (ii) Must comply with all legislation and regulation around child safety; and,
  - (iii) Must comply with all industry standards around child safety, including but not limited to:
    - The Ausdance Safe Dance® Practices;
    - The Ausdance 'Keeping Our Kids Safe' Child Safety Policy; and,
    - The Ausdance Code of Ethics for Dance Teachers.

### 8.3 Workplace facilities

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- (a) Signatories must ensure that dancers are provided with:
- (i) private and hygienic changing rooms that:
    - have adequate temperature control;
    - where appropriate are separated by gender identity; and,
    - are adequately separated from audiences, patrons, and the public;
  - (ii) an unpaid rest break of at least 30-minutes for each 5 hours of work;
  - (iii) a turnaround break of at least 10 hours after each performance of 4 hours;
  - (iv) immediate injury leave, without loss of pay, where a dancer has sustained a workplace injury;
  - (v) adequate public and product liability coverage; and,
  - (vi) floors and stages, for rehearsals and performances, that are not concrete, stone, sand, or rock; that are stable and level; and that are free of any liquid;
- unless expressly agreed otherwise, in writing, prior to work taking place.

### 8.4 Insurance

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- (a) The Code requires that it is the sole responsibility of the Employer – or, where a sub- contractor arrangement exists, the Principal – to ensure that adequate insurance coverage is provided to both the worker and the students, and, where that cost is not paid by a venue or other organisation, that the costs of such coverage will be paid wholly by the Employer/Principal.

## PART 9 Contracts

### 9.1 Standard Conditions

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- (a) Signatories agree to adhere to contracting arrangements that comply with the **Standard Contract of Service** in **Appendix C**.
- (b) Payment for any piece of dance work must be made within 30 days of the final performance date.
- (c) Where payment is not made within 30 days, a late fee of 0.5% per day will be applied until receipt of payment.
- (d) Where a dance professional is engaged as an Employee, all provisions of the relevant Award will apply with regard to notice of termination and termination payments.
- (e) Where a dance professional is engaged as a Contractor, and work is cancelled with notice given 10 days or less before the first performance commences, the contract must be paid in full.
- (f) Where a dance professional is engaged as a Contractor, and work is cancelled with notice given more than 10 days before the first performance commences, and the notice is:
  - (i) After the first rehearsal begins – 50% of the total fee must be paid; and,
  - (ii) Before the first rehearsal begins – no amount shall be payable.

### 9.2 Special Conditions

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- (a) All Special Conditions must be:
  - (i) specified in the contract of engagement;
  - (ii) individually initialled by both Parties; and,and the contract must be fully executed prior to any work taking place.
- (b) If a dancer is required to appear nude or semi-nude, this requirement must be specified in the contract of engagement as a Special Condition.
- (c) A semi-nude condition is where an Employee is required to appear nude except for the wearing of g-strings, pasties, etc. or is required to appear clothed in such a manner as to expose areas of the body which have sexual connotations.

### 9.3 Payment Waivers and In-Kind Support

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- (a) Notwithstanding this Code's position on paid and unpaid work outlined in clauses 1.1 and 1.2, and only in circumstances where the performer is engaged as a contractor and not as an employee, signatories may agree to waiving certain payments under this Code.
- (b) Where a dancer has agreed to waive a portion of the payment they are entitled to, a fully executed waiver must be attached as an official appendix to their contract, and must conform to the following provisions.
- (c) The waiver must:
  - (i) confirm that both parties to the Contract agree that professional dancers should be engaged on terms and conditions no less favourable than those found within the Code;
  - (ii) confirm that it does not remove or negate any of the obligations found in the Code relating to workplace health and safety;
  - (iii) clearly itemise the full, true, and accurate costs associated with the professional dancer providing their services, including all relevant rates of pay for rehearsals and performances, allowances, and usage of image; and,
  - (iv) clearly outline the level of in-kind support that the professional dancer will be providing to the Company, expressed as a monetary value, where 'in-kind support' means discounted payment for rehearsals, performances, and allowances;
  - (v) confirm that the parties to the Contract agree that the professional dancer will retain the unrestricted right to use any Recording of their Image; and,
  - (vi) confirm that the relevant statutory minimum superannuation and taxation rates will be paid.

PART 10 Signatures

As the duly appointed representative of \_\_\_\_\_,  
I confirm the Company’s intention to abide by and enforce the terms and conditions of the  
**M.E.A.A. Dancers Australia Dance Industry Code of Practice.**

<div>Signed by:</div> <div><div></div><div>Name of Individual</div></div> <div><div></div><div>Signature</div></div> <div><div></div><div>Role</div></div> <div><div></div><div>Date</div></div>	<div>In the presence of:</div> <div><div></div><div>Name of Witness</div></div> <div><div></div><div>Signature</div></div> <div><div></div><div>Role</div></div> <div><div></div><div>Date</div></div>
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