



Written submission in support of petition:

Strippers' Rights are Workers' Rights

Contents

Foreword	3
Section One	5
Introduction	5
History of adult entertainment and sex work industry	5
Better protections for contractors in Aotearoa	7
The origin of Fired Up Stilettos (FUS)	8
Summary	8
Section Two	9
How adult entertainment venues operate in Aotearoa	9
Door charge	9
Shift Fees	9
Tips	9
Bookings	9
Fines	9
Bonds	10
Services provided by adult entertainers	10
Why does an individual work in the adult entertainment industry?	11
Stigma, abuse, and managerial control within the adult entertainment industry	12
Coercion and threats	13
Emotional abuse	13
Minimisation, denial, and blame	13
Isolation	13
Using economic abuse	13
Summary	15
Section three	16
Access to justice	16
Worksafe	16
Criminal Court	17
The Commerce Commission	18
Disputes Tribunal	23
Employment Relations Authority	23
Summary	25
Petition request	27
Right to collectively bargain	27
Why do Adult Entertainers need a right to collectively bargain?	28
What would adult entertainers use collective bargaining rights to advocate for?	29

Outlaw all fines and bonds.....	30
Forced Labour, Modern-slavery, and Trafficking in Aotearoa	31
Mandatory maximum taken from contractor’s profits	32
Why should there be a mandatory maximum of 20% that an employer can take from an adult entertainers’ profits?	32
Conclusion	34
Contracts from New Zealand Adult Entertainment Venues.....	35
Commerce Commission email communication.....	36
Worksafe correspondence	37

Appendices

Appendix A – Contracts from New Zealand Adult Entertainment Venues

Appendix B – Commerce commission correspondence

Appendix C – Worksafe correspondence

Foreword

It's an honour to be invited by Fired Up Stilletos, to contribute a foreword to this historic and important petition, which if realised, and translated into law, will have far reaching, and positive implications for future generations of adult entertainment workers and sex workers in Aotearoa New Zealand.

The petition captures the lived experiences of many people who work in adult venues, and presents a compelling argument for legislative change, in order to address the widespread abusive practices that undermine the rights, safety, health and wellbeing of these workers. Those who work in adult entertainment and sex workers are clear that it is not the nature of the work that is causing harm, but rather, the infrastructure that surrounds the labour framework, that is not useful, in supporting them to address exploitative practices by management.

When prostitution was decriminalised in 2003, sex workers were released from the harm of criminalisation. New relationships evolved, and in particular the relationship with the police improved. However, many adult workers, fell outside of the scope of this act and are grappling with serious impediments to secure safe ,and supportive workplace environments.

I hope this petition will be regarded favourably and given serious consideration, and that it's recommendations will ultimately translate into a change in law as requested by the impressive Fired Up Stilletos organisation.

Dame Catherine Healy

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Section One

Introduction

The purpose of this document is to support the Fired Up Stilettos (FUS) petition to parliament. The first section gives an introduction to and brief history of the adult entertainment industry in Aotearoa. This history is presented in connection to the progression of workers' rights within the sex work industry and the stigma that connects these two industries. The subsection that follows concerns the consultations already completed by the previous government on improving contractor rights and how adult entertainment workers were left out of this consultation. The end of the first section is a history on the origins of FUS, a worker led society of activists who aim to improve the rights of adult entertainment workers.

The second section of this submission describes the terminology and systems common in the adult entertainment industry. It then gives a general description of the work carried out by a contractor working in adult entertainment. This describes how adult entertainment venues profit from the work carried out by entertainers, and the various systems they use to extract commissions from the entertainers' earnings. This section is also intended to dispel any preconceived stereotypes or bias towards adult entertainers by providing some common examples of why individuals work in adult entertainment. The section will then expand on the tools and techniques utilised by adult entertainment venues to maintain an unreasonable level of power over the workers.

The third section of this submission is titled 'Access to Justice'. This section demonstrates that adult entertainment workers suffer prejudice and discrimination within the institutions intended to protect workers and citizens of Aotearoa. It includes examples of real cases involving WorkSafe, the Criminal Court, the Commerce Commission, the Employment Relations Authority, and the Disputes Tribunal. This section is intended to be read alongside the corresponding PDF of adult entertainment venue contracts, providing evidence that workers in adult entertainment are exposed to highly controlling, coercive, and punitive contracts as an industry standard. This information is necessary to be able to provide a robust understanding to the committee that progressing this petition further is the morally right decision, a decision of justice, and a decision of fairness towards a severely stigmatized workforce.

Finally, the fourth section of this submission justifies the terms of the petition. Giving adult entertainment workers the right to collectively bargain is the most practical way to support workers in all venues across the country. Outlawing all fines and bonds in adult entertainment would greatly improve the health and well-being of adult entertainment workers. This would also bring the regulation of adult entertainment up to standards with other industries where these practices are already legally acknowledged as being exploitative. Criminalising fines and bonds would also help keep Aotearoa's status as a country that protects an individual's human rights. Setting a mandatory maximum that adult entertainment venues and agencies can take from an adult entertainer's earnings would curtail the excessive profits many venues currently enjoy. Based on evidence collected from adult entertainers, percentage commissions have more than doubled over the past decade, while services provided by venues have worsened. It is possible to run a successful venue without exploiting adult entertainers, and it is necessary to take steps towards this if Aotearoa is to have a healthy, self-sustaining economy.

History of adult entertainment and sex work industry

Adult entertainment venues in Aotearoa started out as coffee bars. These consisted of entertainers in the early 60's serving coffee and stage shows which more closely resembled today's burlesque than the modern industry. Adult entertainers were not allowed to show nipples, move around too much or be fully nude. These venues

opened up during the 60's in Auckland, Wellington, and Christchurch. In the 1970's, a court ruling concerning the touring musical 'Hair' allowed entertainers to be nude while performing on stage¹. Over 50 years have passed, and no legislation has specifically impacted the way adult entertainment venues (strip clubs) operate since.

Strip clubs in Aotearoa have been subject to overseas trends. When transgender show girls became popular in Australia in the 60's, trans women began to perform in venues in Aotearoa. In the 1980's, male strip shows began booming in Australia, before making their way to New Zealand and becoming a staple for hen nights. It wasn't until the 90's that Adult entertainment venues started to evolve into the places we think of today. Stage shows included pole dancing, the menu turned from snacks to lap dances, including a diverse variety of shows and bookings. By the early 2000's there were 16 strip clubs across the motu and strip clubs were fast becoming multi-million dollar businesses.

The importance of safe working conditions and labour rights for sex workers is not a new issue in New Zealand. In 2003, Aotearoa became a world leader on sex workers' health and safety when the Prostitution Reform Act (PRA) was voted on and passed, decriminalizing sex work and granting rights to sex workers. Recognizing human and labour rights to individuals working in the sex industry has been proven effective in enhancing their security, well-being, and health^{2,3,4}, as it has in other industries. As well as decriminalising sex work, the PRA included protections such as outlawing fines and gave sex workers the right to refuse service. However, these minimal protections have not been granted to workers in the adult entertainment industry.

Adult entertainers are not considered sex workers by law, which defines sex work as the exchange of sex acts for payment, they are stage performers. While adult entertainers do not engage in sex work as defined by the PRA, the lack of a legal definition and legislative protections for them has allowed workers in the industry to exist in an unregulated grey area. This regulation is then almost completely in the hands of the club owners and management who can, as this submission will show, use this power to neglect safety standards, exploit and even abuse their workers.

Though an individual may work in both industries, adult entertainment and sex work entail fundamentally different contracted roles. It would not make sense to include adult entertainment in the definition of sex work or to amend the PRA to include entertainers considering these differences. The connection between the two occupations is the shared experience of stigma, including social and systemic encounters with prejudice and discrimination. Stigma, defined as an attribute that is deeply discrediting by society⁵, has profound consequences on health, as it significantly impacts mental health, increases stress, and reduces resources availability⁶. Laws and policies that grant rights to stigmatized populations play a substantial role in shaping stigma, making them one of the measures

¹ Shiels, Rosa. 2019. "Hair on trial", *Audioculture*, The Noisy Library of New Zealand Music. <https://www.audioculture.co.nz/articles/hair-on-trial>

² Maciotti, P.G., Power, J. & Bourne, A. The Health and Well-being of Sex Workers in Decriminalised Contexts: A Scoping Review. *Sex Res Soc Policy* 20, 1013–1031 (2023). <https://doi.org/10.1007/s13178-022-00779-8>

³ Abel G, Ludeke M. Brothels as Sites of Third-Party Exploitation? Decriminalisation and Sex Workers' Employment Rights. *Social Sciences*. 2021; 10(1):3. <https://doi.org/10.3390/socsci10010003>

⁴ Abel G, Fitzgerald L, Brunton C. 2007. The impact of the Prostitution Reform Act on the health and safety practices of sex workers: Report to the Prostitution Law Review Committee. Christchurch: University of Otago.

⁵ Goffman E. *Stigma: notes on the management of spoiled identity*. Prentice-Hall Inc., 1963. New Jersey, USA. ISBN: 978-0-241-54801-1

⁶ Hatzenbuehler ML, Phelan JC, Link BG. Stigma as a fundamental cause of population health inequalities. *Am J Public Health*. 2013 May;103(5):813-21. doi: 10.2105/AJPH.2012.301069. Epub 2013 Mar 14.

that have been proven the most effective in reducing its adverse health effects⁷. Stigma is particularly relevant in all forms of sex work and adult entertainment, to the extent that it has been argued to be one of the main characteristics that define it in our society and set it apart from other types of work⁸. Therefore, an understanding of stigma and its implications is crucial for understanding health outcomes in the adult entertainment industry. Any increased legislative protections for contracted adult entertainment workers could also improve the position of contracted sex workers if they were not excluded.

Better protections for contractors in Aotearoa

In recent years, there have been consultations in Aotearoa regarding the need for better protections for independent contractors, specifically ‘vulnerable contractors’ in recognition of the potential for exploitation. There has been no specific recognition of adult entertainment, or the sex industry more widely in these consultations⁹. In 2020, the government published a summary of their public consultation that had the aim of improving protections for contractors in Aotearoa New Zealand¹⁰. The summary proposed several options that could be implemented to improve the rights of contractors’ and noted that they were in positions that made them particularly vulnerable. A defining characteristic of this vulnerability was identified as contractors dependent on only one provider to contract their services¹¹. Adult entertainment venues ensure this vulnerability of their contractors by including non-compete clauses in their contracts. However, the options that were proposed to generally improve the rights of all contractors are not reasonable solutions for those working in adult entertainment. This would have been realised had the industry been included in the consultation. The adult entertainment industry is set apart from other contractors’ rights movements as the workers do not want to become employees. This is because they are already being treated like employees and that the adult nature of the work requires independence to remain ethical. This independence is not conducive to an employee-employer relationship. This document will show the following:

- There are many barriers for adult entertainers to access justice, or receive due process, in the event of a dispute or in attempts to improve the conditions of their workplace.
- It is not possible to individually negotiate better working conditions as a contractor in adult entertainment.
- It is not possible to collectively bargain as this is prohibited by the commerce act and seen as anti-competitive behaviour¹².

⁷ Goldberg, D. S. (2017). On Stigma & Health. *The Journal of Law, Medicine & Ethics*, 45(4), 475–483.
<https://doi.org/10.1177/1073110517750581>

⁸ Sánchez Perera P. *Crítica de la razón puta: cartografías del estigma de la prostitución*. La oveja roja, 2022. Madrid, Spain. ISBN: 978-84-16227-55-6

⁹ <https://www.mbie.govt.nz/have-your-say/better-protections-for-contractors/>

¹⁰ Ministry of Business, Innovation, and Employment (MBIE). 2019. “Strengthening protections for vulnerable contractors – Approval to consult”. Cabinet Office Wellington: Cabinet Economic Development Committee. <https://www.mbie.govt.nz/dmsdocument/10340-strengthening-protections-for-vulnerable-contractors-release-of-consultation-document-minute-of-decision-proactiverelease-pdf>

¹¹ Ministry of Business, Innovation, and Employment (MBIE). 2020. “Invalid source specified.” New Zealand Government. <https://www.mbie.govt.nz/assets/better-protection-for-contractors-summary-of-public-consultation.pdf>

¹² New Zealand Legislation. Ministry of Business, Innovation, and Employment (MBIE). 1986. “Commerce Act 1986.” Public Act 1986 No 5. Date of Assent 28 April 1986.

- It is not possible to collectively organize without risking punitive responses, as evidenced by the 19 adult entertainers who were simultaneously fired from their jobs.
- It is not possible to improve the labour conditions of adult entertainment workers without a bespoke legislative response. All other avenues available have been exhausted over the past decade.

The origin of Fired Up Stilettos (FUS)

On the 30th of January, 37 strippers who worked as contractors for Calendar Girls Wellington sent an email requesting two changes to a new 2023 contract that they were expected to sign. They requested that; (1) their cuts be reinstated to a 60/40 percentage in favour of the contractors; and (2) the club reinstates providing total amount of money earned on their weekly payout receipts for tax purposes and so that they could ensure that the venue was paying them correctly. This request arose as many contractors had been missing money from their weekly payouts and the clubs regular increase of customer prices for the entertainers services, while decreasing the percentage of money the entertainers keep for these services. Less than 24 hours after the email request was sent, 19 out of the 37 contractors who signed were fired on a Facebook post in front of their colleagues from around the country. The following day, Calendar Girls resent contracts to all those who had not been fired to coerce them into signing. Out of the 19 who were fired, a group of women and non-binary adult entertainers came together to form the FUS. FUS has publicly exposed, through media and campaigning, that the injustice experienced by adult entertainment workers is systemic to the adult entertainment industry in Aotearoa¹³¹⁴.

FUS has since grown to become an incorporated society with organizing members that include adult entertainers, full-service sex workers and porn performers. The mission of FUS is to unite the community, destigmatize the industry, and campaign for legislation that will support adult entertainers. Aotearoa set a global standard for sex worker rights 20 years ago with the introduction of the PRA. Countries around the world still look to what has been accomplished here in New Zealand as a benchmark to what they can achieve. However, our adult entertainment worker protections and legislation is comparatively absent. The changes that this submission advocates for are built upon years of collective experiences of workers in the adult entertainment industry.

Summary

After reading this section you should have a clearer understanding of the legal differences between sex workers and adult entertainers, and the political environment within which adult entertainers sit. The following section will explain jargon and the environment that adult entertainers work in. This section will also explain some of the processes that adult entertainment venues use to exercise an unreasonable amount of control over the workforce.

¹³ King, Asia. 2023. "Why Aotearoa's strippers are so fired up and standing out." Radio New Zealand, March 12, 2023.

<https://www.rnz.co.nz/news/national/485771/why-aotearoa-s-strippers-are-so-fired-up-and-standing-out>

Section Two

How adult entertainment venues operate in Aotearoa

Door charge

Adult entertainment venues (Stripclubs) contract entertainers (Strippers) to dance and provide services to their patrons in order to set themselves aside from regular bars. Because of this they can charge a door fee to customers upon entry, usually between \$10-\$30. This money goes directly to the club and is not shared with the contractors.

Shift Fees

Many adult entertainment venues will charge contractors a “shift fee” to work each night, varying from \$20-100 depending on the night. This shift fee is usually automatically deducted from the entertainer’s earnings.

Tips

Contractors in an adult entertainment venue provide services directly to the customers by dancing on stage for tips. These can be in the form of cash or the entertainment venues own house currency. In some clubs, the contractor receives 100% of these tips however most venues take a percentage and the amount received by the contractor ranges from 70-80%.

Bookings

Contractors can also make money by selling bookings such as private “lap dances” to customers for a fee which is set by the club. Most clubs will take a percentage of this fee, these percentages vary from 20-70% depending on the club and the service.

Fines

Most clubs impose a fining system for when adult entertainers break the rules, deducting money from the contractors pay often without warning or notice.

Some examples of typical fines listed in contracts from around the country are:

- Overtime charge for room use - \$50 (Mermaids)
- Absent without required notice - \$360 (Mermaids)
- Intoxication - \$180 (Mermaids)
- Missed stage spot - \$250 (Calendar Girls)
- Unkempt appearance - \$100 (Calendar Girls)
- Intoxication during shift - \$500 (Calendar Girls)
- Rudeness to patrons or management - \$500 and forfeiture of 50% of tips (Calendar Girls)
- Wearing G string during second song/during tip round - \$250 (Calendar Girls)
- Cancellation within 24 hours with replacement found - \$40 (Golden Dragon Girls)
- Cancellation within 24 hours without replacement found - \$100 (Golden Dragon Girls)

Bonds

Some clubs require a bond from their contractors. The amount varies between clubs but can be anywhere from \$500 (Hush Hush) to \$1100 (Showgirls) and is generally accumulated by taking a small amount from each booking the adult entertainer sells until the desired bond amount is reached. This money is often used as a way of deducting fines directly and immediately from adult entertainers. If a bond has had deductions for fines, the adult entertainer is then required to top this up. This bond money is intended to be returned to the adult entertainer (though it often is not) upon termination of the adult entertainer's contract, usually after completion of a notice period.

Services provided by adult entertainers

Working as an adult entertainer as an occupation is multifaceted. This explanation is a simplistic description of the services provided and expected of adult entertainers who contract their services to adult entertainment venues (strip clubs). Preparation for the job takes time and varies according to the preferences of the entertainer's routine, however, they are required to be on the main floor of the venue at a specific time. The traditional night's work ranges from 8-12 hours depending on the venue they are contracted to.

When the patron enters the club there are entertainers performing on stage and there is the option of private bookings. Entertainers are commonly paid by patrons for their company, their performances, or for private bookings. However, none of this is guaranteed as money must be earned by the adult entertainer using primarily their personability, intellect, stage performance ability, and sales skills.

Adult entertainers can make money being "tipped for their time" - joining a patron (or patrons) at their table, providing entertaining conversation, socialisation, and company while the patron enjoys their time in the venue.

Entertainers take their turn performing on stage in the venue. The worker takes their assigned turn to perform to a few songs and interact with those in the front row seats as they perform. These performances may involve pole dancing, dance, burlesque, hoop, and various other kinds of performances depending on the skillset and preferences of the entertainer. The performance style is predominantly up to the entertainer, although the venue may prohibit certain moves or require them throughout the performance.

Patrons in the front row/at the stage/at the "tipping rail" traditionally place money on the stage as the show is happening, or in the entertainers' hands or upon their person when the entertainer engages with the patron and consents for them to do so.

Most entertainers take a turn on stage once every hour or so, the money they earn from this effectively becomes the base amount of a worker's nightly earnings. The entertainer may earn nothing at all for these performances and this is highly dependent on whether the venue promotes a culture or regulation of mandatory tipping.

Between stage sets, entertainers engage with patrons in an attempt to sell blocks of private time. This is the lap dance, VIP room, or spa, whichever form is available and the preference of the patron or entertainer. These blocks of time are how adult entertainers traditionally earn the bulk of their money. However, this is also how the venue extracts the majority of its commission from each individual entertainer where they traditionally keep on average between 40-60% of the entertainers' sales.

Within those blocks of time, entertainers can customise the experience to what each individual patron desires from them or to their own preferences and style of working. Whether it is the traditional lap dance format where entertainers may remove pieces of clothing and perform a dance for the customer, or they simply provide entertaining conversation and socialisation, or something in between, selling their time directly provides the bulk

of their earnings. The patron may be prohibited from touching the entertainer at all, depending on the regulations of the booking, venue, and the entertainer. The patron may be allowed to touch the entertainer, but they are prohibited from touching the entertainer between the legs/genitals and they are prohibited from touching the entertainer with their mouth. The entertainer may have additional personal boundaries that they will ask the patron to respect, and these are explained to the patron in plain terms. Consent is always explicit within the venue and there is no such thing as implied consent.

The patron may view the adult entertainers' services as highly sexualised or they may not. To the adult entertainer they are performing work that is an artform, not unlike those expressed by drag performers or other performance artists. To understand that this work takes skill one may only need to look in the mirror and try to engage in an appealing performance worthy of receiving money from an audience.

Adult entertainers also provide entertainment more broadly for:

- Specialized shows
- Stag and hens' parties
- Wedding events
- Work parties
- Business events
- Holidays events
- Birthday events
- Private events/outcalls

Adult entertainers have been an imperative part of Aotearoa's nightlife and tourism for decades. They provide entertainment and experiences that patrons cannot receive elsewhere. They also serve patrons with disabilities who may otherwise be unable to have these experiences. There is a maintained and clear demand for their style of entertainment. For these reasons, they should be as respected and protected as any other worker in Aotearoa.

Why does an individual work in the adult entertainment industry?

This question has a simple answer. The same or similar reasons an individual may enter any other industry where they can earn money. Some examples of these reasons may include but are not limited to:

- An individual may have found the industry appealing and wanted to work as an entertainer as their career.
- Working as an entertainer may have been the optimum choice out of the options an individual had to earn money at any given time. For example, they may be studying and working in adult entertainment provides them with the ability to earn enough money to live while dedicating majority of their time to studies.
- An individual may be exposed to vulnerability due to circumstances beyond their control such as poverty, and working as an entertainer allows them to support themselves or others that are in their care.
- An individual may be a talented performer and working in adult entertainment allows them a regular stage to perform on to express themselves as well as earn money.
- An individual may have a disability that makes it difficult to meet the requirements of other types of work. This may include neurodivergent individuals or those with chronic illnesses that require an increased ability to decide how much they are able to work on a given week.

- An individual may work as an entertainer to meet their financial goals, while working another permanent or part-time job as their main occupation.
- An individual may preference working as an entertainer as opposed to other jobs in hospitality.

These are just some examples of why individuals may decide to work as an adult entertainer. Regardless of the reason, they should have a safe industry to work in where their rights are protected and respected. This is even more important for those who enter the industry due to vulnerability. It is the ambition of this submission to improve these rights.

Stigma, abuse, and managerial control within the adult entertainment industry

Working as an adult entertainer is neither inherently dangerous, nor harmful. However, there are societal factors that contribute to the vulnerability of adult entertainment workers. The social stigmatisation that surrounds adult entertainers and sex workers influences people to hold the assumption that they are incapable, lazy, unintelligent, and untrustworthy. Adult entertainment venues and managers are also influenced by stigma, often utilising stereotypical societal perceptions of adult entertainers. This is intentionally done to subdue and dissuade any 'problematic' entertainers, whom they suspect as possibly pursuing any form of justice against the adult entertainment venue. The social stigmatisation of adult entertainers, therefore, empowers adult entertainment venues to abuse and exploit the entertainers who work in their venue. For example, adult entertainers who raise serious concerns with venue management regarding missing money from earnings, health, safety, and/or security, are often dismissed, ridiculed, and labelled as 'difficult' or 'dramatic'. Stigma against the workforce feeds into stigma within the workforce, creating division amongst adult entertainers which then makes workplace solidarity more difficult to achieve. Without workplace solidarity venue managers and owners are able to divide and manipulate adult entertainers.

The presence of stigma significantly impedes access to justice in many ways. Structural violence and social stigmatisation, which insert moral judgements on this form of work, determine vulnerability and adverse outcomes for adult entertainers¹⁵. Stigma against adult entertainers has been identified as the primary cause of them experiencing anxiety and fear, as it hinders their participation in social networks and forces them to hide their work in various social environments¹⁶. For an adult entertainer to acknowledge that they have been treated unfairly, they have to believe that they deserve to be treated fairly. An adult entertainment worker has to confront their own stigma and recognise that they deserve to be treated with dignity. They then have to confront the stigma that influences the perspectives of their friends and family in order to talk about it openly. This process can isolate the individual and cause significant harm to their mental health. After this, they must then seek the assistance of relevant institutions or systems knowing they may be discriminated against on the basis of their profession. They must also be prepared to lose, or be ignored, which is the common outcome for adult entertainers attempting to seek justice. Venue management takes advantage of the lack of accountability they face by imposing unreasonable and excessive control over the workforce.

Majority of the harm experienced by adult entertainment workers in Aotearoa is preventable. The power exercised over workers in adult entertainment is comparable to research done about domestic violence in Aotearoa and internationally. The power and control wheel is a widely accepted resource for recognising abuse and can be found

¹⁵ Brantley ML, Footer KHA, Lim S, Kerrigan D, Sherman SG. Experiences of structural vulnerability among exotic dancers in Baltimore, Maryland: Co-occurring social and economic antecedents of HIV/STI risk. *Int J Drug Policy*. 2017 Dec;50:74-81. doi: 10.1016/j.drugpo.2017.09.002. Epub 2017 Oct 16

¹⁶ Maticka-Tyndale E et al. 2000

on the websites for Women's Refuge, MSD and New Zealand Police¹⁷. The following points illustrates how these abuse tactics are used within adult entertainment venues to maintain an unreasonable amount power over workers.

Coercion and threats

Adult entertainer testimonies reveal that the managers and owners of venues can and do engage in verbal abuse and threats to coerce their workers into becoming submissive and compliant to their demands¹⁸. These demands traditionally lie outside of the role that being an independent contractor entail.

Emotional abuse

Adult entertainers operate with the constant fear that they could be fined without explanation, fired, yelled at, or assaulted. Managers often swing unpredictably between kindness and abuse. This results in a workforce of people 'walking on eggshells' and being more likely to do whatever is asked of them, even if it is outside of their obligations as a contractor. Verbal abuse including personal insults are also commonly used to make adult entertainers feel insecure.

Minimisation, denial, and blame

Venue managers often avoid texting or emailing abusive, threatening, or otherwise unreasonable communication. Workers are informed of fines verbally, usually several days after the 'offence' occurred. Disputes are twisted to suit the venue's narrative and usually result in the entertainer losing their job or leaving in frustration without the dispute being resolved.

Isolation

Venue management is aware of the way stigma impacts an adult entertainer's access to justice and family support. Managers will explicitly remind entertainers during disputes that 'no one will care' about their side of the story. Selective favouritism is also used to foster a culture of division among the workforce, further perpetuating the isolation of workers and making them reliant on the unpredictable support of the venue.

Using economic abuse

This is where fines and bonds are most prominently used. Fines are taken from an entertainer's weekly total before the entertainer receives it. If the sum of the fine is greater than the amount the entertainer has earned that week, they become indebted to the club and must return to work for free before they can continue to make money. To ensure an entertainer doesn't leave when put in this position, a bond is taken at the beginning of the contract. This bond can be anywhere between \$500-\$1100. If an entertainer leaves without giving appropriate notice, paying off their debt to the club, or doing anything else that the manager might not like, the bond will be withheld. Fines mean that managers can deduct earnings from adult entertainers for a multitude of arbitrary reasons, including not showing up for a shift (regardless of the reason), lateness, 'rudeness', having 'unkempt' appearance, and 'misusing' their cell phone¹⁹. Adult entertainers are also subjected to abrupt changes to their earnings and working conditions by venue management, these abrupt changes may happen during shift and

¹⁷ <https://www.svschch.org.nz/Resources/Power-and-Control-Wheel/>

¹⁸ Hall, Kristin. 2023. "FIRED UP." TVNZ Sundays. <https://www.tvnz.co.nz/shows/sunday/clips/fired-up>

¹⁹ <https://www.nzherald.co.nz/business/revealed-the-money-calendar-girls-dancers-can-be-stripped-of-in-fines-by-bosses/KOTD4UIFUBGHOCW362BYPUEPY/>

entertainers are expected to accept such changes immediately. In this sense, adult entertainment venues rely and prey on an entertainer's immediate need for income, to exploit them into compliance.

There is a lack of evidence that entertainers damage the venues in which they work, which is the primary rationale for charging bonds. Such damages are rare and typically the result of patrons- alike to any other entertainment venue or bar. Furthermore, it is common knowledge among entertainers working in Aotearoa that if they work in a venue where they have paid a bond, there is a high chance that they will never have that money returned to them. Working protections against exploitation should not only apply to employees, especially when an industry of contractors are neither receiving the benefits of being a contractor or the additional benefits of being an employee.

It is unacceptable that these practices can continue in adult entertainment venues. In addition to bonds, venues also include shift fees and fines in contracts with adult entertainers. Shift fees mean that adult entertainers must pay a fee to work, even if they do not earn any money in tips while working during the shift²⁰. Some venues in Aotearoa pay out their entertainers on a weekly basis, rather than at the end of a shift - which is not a common international standard for the industry. Holding an entertainer's earnings for a week provides these venues more time to think of reasons to withhold or steal money from the entertainer. It also provides the entertainer with less of an ability to dispute when this occurs. Given that the entertainer is an independent contractor and paying a commission to the venue for the use of their space, the venue should be paying the contractor what they are owed at the end of their shift and the contractor should be agreeing to the commissions extracted by the venue.

Even when fines are not enforced, the fear of potentially being fined is coercive in nature. The ability to set and maintain personal boundaries is a key tool for an entertainer to ensure their safety when providing services to patrons. The threat of being fined at the discretion of management with no power to object, in conjunction with an often-poor relationship between the entertainer and management, breeds an unsafe and toxic environment for entertainers to work within. For example, if the cost of a fine for being "rude to patrons" can be the difference between an entertainer affording rent that week, they may feel forced to allow a patron to cross boundaries out of fear of management's reaction if the patron makes a complaint. This can be a serious risk to the entertainer's mental and physical wellbeing.

According to Employment New Zealand, an independent contractor traditionally has control over their availability, what to charge, how to perform their work, and do not need close supervision²¹. Venues can and do exercise more control over adult entertainers than these guidelines suggest is reasonable.

Some examples include:

- Venue managements have been known to introduce compulsory shifts at a moment's notice, forcing adult entertainers to either work shifts or face being fined by managers for shifts they were never available for initially.
- Managers can and do assert control over the entertainers' breaks, when the entertainer can start/finish their shift, and whether an entertainer can leave during a shift when they are ill or injured. Whether an entertainer

²⁰ <https://www.thepost.co.nz/a/nz-news/350060831/strip-club-dancers-leave-careers-debt>

²¹ <https://www.employment.govt.nz/starting-employment/who-is-an-employee/difference-between-a-self-employed-contractor-and-an-employee/>

is capable or physically able to perform their duties on a given shift should be a decision that lies with the entertainer.

- Venue management controls when patrons are removed from the venue, neither security nor adult entertainers are consulted in this, regardless of any discomfort the patron may have caused entertainers, the patron may be permitted by management to remain inside the venue.

Due to the physically demanding nature of the job, entertainers face increased risk of injury and illness. In order to sustain their ability to work and earn an income, entertainers must maintain their bodies and mental health. The increased risk of injury and illness in conjunction with the absence of sick leave and holiday pay as independent contractors hinder entertainer's ability to appropriately care for their wellbeing. They lose this ability if the decision of whether they are fit to work is no longer their own.

The job of an adult entertainer requires an element of consent and an ability to be comfortable with being in close proximity to patrons. If an entertainer is not feeling physically comfortable or mentally capable of being in such close proximities, and is forced to perform and entertain regardless, then they have ultimately lost the fundamental right to their bodily autonomy.

Summary

After reading this section you should better understand how adult entertainment venues operate, what is expected of an adult entertainer, why a person may choose to work in the industry, and some of the harm caused by unregulated management. The following section details scenarios where adult entertainers have attempted to use national institutions to access justice and the barriers that they face.

Section three

Access to justice

Access to justice when experiencing harm in the workplace is important in a fair and just society, and the right to justice is central to international human rights law. Article 6 of the Universal Declaration on Human Rights recognises that everyone has a right to recognition everywhere as a person before the law²². The experiences of adult entertainers working in adult entertainment venues in Aotearoa that have been raised over the past two years highlight significant barriers to accessing justice when experiencing a workplace culture of exploitation, bullying, working conditions that present a risk to their health safety, and violence from customers.

Worksafe

The Health and Safety at Work Act 2015 requires that workers (including contractors) receive “the highest level of protection from workplace health and safety risks”, which includes risk to physical and mental health²³. When these conditions are breached and the work environment is unsafe, workers can report these incidents to Worksafe, the primary regulator of workplace health and safety in Aotearoa.

In February 2022 an adult entertainer raised a concern with Worksafe regarding the working conditions in Dreamgirls and Fantasy Club, Wellington. The concerns comprised important health and safety work issues including holes in floors, uneven floor surface posing a trip hazard, black mould, and serious problems regarding cleanliness. Furthermore, the entertainer reported leaking toilets and showers used by customers and adult entertainers, which were unacceptably unhygienic²⁴.

The complaint to Worksafe regarding this venue also raised important concerns regarding a lack of security, which has serious implications for the safety of workers. Due to the stigma associated with working in adult entertainment, research has shown that adult entertainers working in adult entertainment venues are vulnerable to being assaulted at work, by both customers and employers²⁵. While protection from abusive behaviour is a vital component of worker health and safety in any customer facing role, for adult entertainers, this is particularly pronounced due to ongoing stigma and marginalisation that makes these workers more vulnerable to being targeted²⁶.

In addition to important health and safety issues, important matters were also raised regarding pay being withheld by venue management, and concerns that were raised by workers had been trivialised by venue management. In the complaint the worker described feeling “hopeless and dejected”, which highlights the detrimental impact of these working conditions on their mental health.

²² <https://tikatangata.org.nz/human-rights-in-aotearoa/right-to-justice>

²³ <https://www.employment.govt.nz/workplace-policies/health-and-safety-at-work/>

²⁴ Personal communication – email to Worksafe 5 February 2022

²⁵ Paulsen, Harley J. and Kimball, Ericka (2018) "Exotic Dancers Experiences with Occupational Violence in Portland, Oregon Strip Clubs," PSU McNair Scholars Online Journal: Vol. 12: Iss. 1, Article 2.
<https://doi.org/10.15760/mcnair.2018.2>

²⁶ Kelton, K., Greif, T. R., Meinerding, M., Elrod, N., & Harvey, R. D. (2023). Discrimination and financial, occupational, and emotional well-being in strip club dancers during the COVID-19 pandemic: A call for policy reform. *Stigma and Health*, 8(1), 72–84. <https://doi.org/10.1037/sah0000368>

In response to the complaint, WorkSafe stated that they would not intervene nor assign an inspector and that the matter was considered closed. No clear reason was given for this decision being made; however, it was stated that workers “have a responsibility to their own health and safety”²⁷. This outcome is unacceptable and indicates that WorkSafe is not an agency that adult entertainers working in adult entertainment venues can rely on to support them with serious health and safety concerns in their workplaces.

The issues raised in the above-mentioned complaint are reflective of concerns that have been raised repeatedly by adult entertainers within adult entertainment venues across the country, with detrimental outcomes. It is worth reiterating the context behind this petition – the termination of 19 dancers who attempted to negotiate working conditions with the management of Calendar Girls. Raising concerns with venue management results in unjust outcomes, and when government agencies are not receptive to complaints from adult entertainers, there is nowhere for them to turn for access to justice and enabling club management to continue the poor treatment of their workforce. Adult entertainers in Aotearoa are not being recognised as worthy of fair or decent treatment by the law, as is the right of every citizen.

Criminal Court

The vulnerability of adult entertainers and the importance of processes and systems focused on care for their safety, is well illustrated by a 2019 case in which an adult entertainer was sexually assaulted by a customer, who was later convicted of indecent assault. The sexual assault took place in the middle of the Dunedin venue, on stage.

While the offender was convicted in court, the summary of facts clearly suggests that there was insufficient security in the club to protect the adult entertainer from this offender nor to come to her aid when she was assaulted²⁸.

Comments made by the Defence Counsel in this case highlighted a lack of understanding regarding consent and boundaries in strip clubs, stating that “there is a degree of consent to touching in that environment”. This is both incorrect and problematic in inferring that adult entertainers do not, and cannot, have autonomy and rules regarding access to their bodies.

The victim of this assault was advised by the crown to take a plea bargain of ‘indecent assault’ to avoid a trial, because it was ‘likely that the jury would be negatively influenced by their line of work’²⁹. What this means is that the crown was concerned that the jury would side with the assailant because the victim was an adult entertainer.

This raises broader issues regarding access to justice for all adult entertainers who are sexually assaulted at work, underlining the critical importance of robust security and care for their safety in venues. As a result of this violence, the victim of this sexual assault now suffers from PTSD. Whilst suffering from an episode of PTSD, she was unable to attend work at another venue and fined \$250 as a result³⁰. What becomes evident here, is that venues not only neglect their responsibility in ensuring their workers safety and security from preventable violence; they also then further exploit the victim by profiting from the aftermath of the violence.

²⁷ Personal communication – email from WorkSafe 11 February 2022.

²⁸ <https://www.odt.co.nz/news/dunedin/crime/my-spirit-was-crushed-night-dancer-tells-molester>

²⁹ <https://www.rnz.co.nz/news/national/485771/why-aotearoa-s-strippers-are-so-fired-up-and-standing-out>

³⁰ Fired Up Stilettos. 2023. Fired Up Stilettos Speak at New Zealand Parliament.” Youtube Video, 55:23. May 11, 2023. <https://youtu.be/nN40-kD5Gi8>

The failure of the court to respond reasonably and fairly to the assault of an adult entertainment worker is reflected in responses from wider institutions in society. These responses deter most adult entertainers from ever reporting violence perpetrated against them. An example of this includes multiple adult entertainers that have come forward to report being verbally, physically, sexually assaulted and coerced to perform sexual services - at events held by professional rugby teams^{31 32 33}.

In 2016, an adult entertainer was hired through an adult entertainment agency to perform at an event for the Chiefs. The adult entertainment agency did not provide the adult entertainer any security for the event and as a result, Chiefs players committed acts of sexual violence against the adult entertainer.

The adult entertainer was then fired by the adult entertainment agency who initially hired her to perform at the event. The grounds for termination were for “performing sexual services” at the event, or rather, for being the victim of sexual violence³⁴.

These types of cases typically result in private internal investigations conducted by New Zealand Rugby, rather than an outside institution. This leads to a complete lack of accountability of players and public victim blaming discourses against the adult entertainers – which further reinforces social stigmatisation and marginalisation of adult entertainers, a total lack of justice, compensation, and/or support for these victims^{35 36 37 38 39}.

These cases highlight a wider context in which adult entertainers who lawfully work in the adult entertainment industry, are marginalised and stigmatised. The marginalisation and stigmatisation subsequently influence how adult entertainers are treated by the courts and by management within adult entertainment venues. These cases also indicate how management in adult entertainment venues enable and rely on a cycle of violence and lack of interventions to further exploit their workforce. In this context and reality, it is critical and crucial for the adult entertainer workforce to possess the rights and ability to hold adult entertainment venues, management, and agency’s accountable when safety and security measures are neglected.

The Commerce Commission

A report of the Calendar Girls 2023 contract was submitted by FUS to the commerce commission. The primary reason for reporting this contract was the hope that it would be investigated as a small trade unfair contract term. It was also the ambition of the report to have the contracts tested against the Fair Trading Act. The main target of the report was the legality of the fines, listed as ‘inconvenience fees’ in the contract. The Calendar Girls contract

³¹ <https://www.rnz.co.nz/news/national/310282/second-stripper-claims-abuse-by-chiefs>

³² <https://www.nzherald.co.nz/nz/new-details-emerge-in-chiefs-stripper-scandal/JIUFSLR7BMUNPRNLUQLD6WSNY/>

³³ <https://www.nzherald.co.nz/sport/second-stripper-comes-out-against-chiefs/JMYVIWKARY3FKB6R26REV4P3T4/>

³⁴ <https://www.nzherald.co.nz/sport/chiefs-stripper-sacked-for-stepping-over-line/2DELCZWBYTA3347PGPJXYVIUAM/>

³⁵ <https://www.nzherald.co.nz/nz/chiefs-stripper-scandal-management-speaks-out-over-sexual-assault-allegations/YTKCFZTMS6XXMZNEHJQ3Q2NS3Y/>

³⁶ <https://nz.news.yahoo.com/chiefs-ceo-backtracks-stripper-043808158.html>

³⁷ <https://www.nine.com.au/rugby/chiefs-in-big-trouble-over-stripper-scandal/7cb2a7c0-cb7d-48fe-b06a-42220a3e1efa>

³⁸ <https://www.nzherald.co.nz/sport/human-rights-commission-pens-open-letter-to-nz-rugby-after-chiefs-scandal/ENXP7DYBXTSW3A6MCWGHTUR3FY/>

³⁹ <https://www.rugbypass.com/news/the-chiefs-are-embarrassed-and-disappointed-over-a-scandal-they-deny-actually-happened/>

was chosen specifically because it contains some of the worst representations of fines in its contract and applies to four venues. However, there are fines and bonds listed in almost every strip club contract in New Zealand. Through sometimes verbal, text message, or even handwritten contracts, adult entertainment workers have been paying bonds of up to \$1000 and fined hundreds of dollars more for things like taking sick leave or because they won't remove their underwear for free⁴⁰. In some cases, these are paid directly to the manager who fines the worker which acts as an incentive to do so. The issues of fines and bonds in strip club contracts is not new information to the public. There multiple listed articles of adult entertainment workers coming forward to bring this practice into public awareness, despite the risks involved in them doing so⁴¹. These systems are ultimately schemes for making more money from adult entertainment workers, and with there being no reliable systems currently holding them accountable. Some venues fine dancers without stipulating their reasons for doing so until the money is missing from their pay.

Some examples of this system include:

- Sin City Taupo has a fine of \$1000 dollars for working for a competitor in their territory, a verbal clause that adult entertainers have become aware of after the venue has administered the fine⁴².
- Showgirls Auckland has a bond of \$1000. Showgirls has a reputation among adult entertainers for fining the entertainers regularly and failing to return their \$1000 bonds as stipulated by their own contract⁴³. An adult

⁴⁰ <https://www.nzherald.co.nz/nz/sex-workers-paying-thousands-in-fines-bonds-to-be-able-to-perform-i-was-now-losing-money/QO7HYMXOLCC3C4IWUSOE2WSXPQ/>

<https://www.pressreader.com/new-zealand/the-post-1022/20231020/281586655269504>

⁴¹ <https://www.stuff.co.nz/national/300956501/former-auckland-strip-club-dancer-wins-disputes-tribunal-hearing-over-bond-money>

<https://newsroom.co.nz/2023/09/15/strip-club-owners-reach-into-dancers-pockets/>

<https://www.newshub.co.nz/home/new-zealand/2023/06/wellington-stripper-compares-club-contracts-coercive-fines-to-sex-slavery-amid-battle-for-better-protections.html>

<https://www.nzherald.co.nz/nz/sex-workers-paying-thousands-in-fines-bonds-to-be-able-to-perform-i-was-now-losing-money/QO7HYMXOLCC3C4IWUSOE2WSXPQ/>

<https://www.nzherald.co.nz/nz/auckland-stripper-talks-about-the-many-fines-shes-copped/2MFSJLNDTM5T6NXM7BRPVW5W6A/>

<https://www.nzherald.co.nz/nz/auckland-stripper-talks-about-the-many-fines-shes-copped/2MFSJLNDTM5T6NXM7BRPVW5W6A/>

<https://www.nzherald.co.nz/nz/dancers-fined-for-missing-shifts-even-when-sick-showgirls-accused-of-heavy-penalties/O6TAKGAGG3LE3RC6TP4YAPFARU/>

<https://www.stuff.co.nz/business/107537021/strippers-arent-employees-but-theyre-not-quite-independent-either>

<https://www.newshub.co.nz/home/new-zealand/2018/05/strict-list-of-demands-for-calendar-girls-strippers-revealed.html>

⁴² Fired Up Stilettos. 2023. Fired Up Stilettos Speak at New Zealand Parliament." Youtube Video, 55:23. May 11, 2023. <https://youtu.be/nN40-kD5Gi8>

⁴³ <https://www.nzherald.co.nz/nz/dancers-fined-for-missing-shifts-even-when-sick-showgirls-accused-of-heavy-penalties/O6TAKGAGG3LE3RC6TP4YAPFARU/>

entertainment worker came forward in 2022 to say that how much, or how regularly, workers were fined in the Showgirls venue was dependent on the 'mood' of the manager⁴⁴.

The Whitehouse Auckland made mention in a documentary produced by TVNZ in 2023 with adult entertainment workers accusing the manager of hitting them with an electric fly swatter⁴⁵.

- Entertainers from Whitehouse also came forward in 2023 to discuss the abrupt increase in the amount of money they were expected to pay the venue in bonds and fines⁴⁶. These increases were immediate and 50% more than they already pay. Their bonds of \$500, now \$1000.

Bonds are supposedly kept for any damage that the entertainer does to venue throughout their time working in the venue. These are supposed to be returned when the entertainers resign from the venue. Were that the case, an increase in the bond from the venue could reasonably occur if more damage was being done to the premises that required the increase. However, management of the venue told the entertainers that the bonds and fines were increasing because "times were tough"²⁹. Examples such as the Whitehouse indicate that venues are increasingly focused on extracting and stealing money from their contractors working as adult entertainers, rather than functioning as a business that seeks to increase profits from its patrons. This process is made easier due to the lack of working protections afforded to adult entertainers and the lack of regulations in operating adult entertainment venues; adult entertainment venues are aware and take advantage of this. It is an immediate profit and effectively costs the business less to exploit their contractors, either through theft or increasing commissions extracted, than it does to invest in plans that increase the overall productivity and safety of the venue. The commerce commission should clarify whether these practices are lawful as they are currently harming adult entertainers who are made vulnerable by institutions failing to investigate these practices.

The Calendar Girls 2023 contract was submitted to the commerce commission investigations team and included the following list of 'inconvenience fees' (fines):

⁴⁴ <https://www.nzherald.co.nz/nz/sex-workers-paying-thousands-in-fines-bonds-to-be-able-to-perform-i-was-now-losing-money/QO7HYMXOLCC3C4IWUSOE2WSXPQ/>

⁴⁵ Hall, Kristin. 2023. "FIRED UP." TVNZ Sundays. <https://www.tvnz.co.nz/shows/sunday/clips/fired-up>

⁴⁶ <https://newsroom.co.nz/2023/09/15/strip-club-owners-reach-into-dancers-pockets/>

5. INCONVENIENCE FEE

5.1 Inconvenience Fees shall be paid by the Contractor to the Company for the following:

- (a) Missed stage spot - \$250
- (b) Lateness for shift (without approval) - \$100
- (c) Unkempt appearance - \$100
- (d) Intoxication during shift - \$500
- (e) Not showing up to work - \$250
- (f) Walking out - \$500
- (g) Loitering in changing rooms for unacceptable amount of time - \$200
- (h) Rudeness to patrons or management - \$500 and forfeiture of 50% of tips
- (i) Multiple club complaints or demanding to be tipped by the Contractor - \$500 and forfeiture of 50% of tips
- (j) Wearing G-string during second song/during tip round - \$250
- (k) Misuse of cell phone - \$100
- (l) Swearing, racial or homophobic comments - \$250
- (m) Obscene gestures - \$100

5.2 Inconvenience Fees are applied by the Senior Shift Manager of the Company (or other authorised person) to ensure that the Services provided are of a high quality.

47

The Calendar Girls contract lists a dispute resolution process in its clauses, however this never happens in practice. If an adult entertainer raises a dispute it is fairly common for them to be fired. The amounts listed in these fines is highly punitive. Even if an entertainer manages to sell the most expensive service in the venue, they would still be \$100 in debt if they were to receive the most expensive fine⁴⁸. The presence of these fees in the contract, regardless of if they are applied or not, is coercion. The threat of these fees deters workers from taking days off when they are sick, from enforcing their boundaries with clients (an essential part of safety within the job), taking breaks, impedes on their right to control their own body, and prevents them from standing up for themselves. As adult entertainers, workers are there to make their own money on their own terms. Clubs keep these fines in their contracts as a way to intimidate their workers into complying with terms that are outside that of an independent contractor. When applied, the worker has no chance to dispute these fines before they are taken out of the worker's pay. In some cases, fines will put workers 'into negatives' and mean that they are working off a debt to the venue- this is labour trafficking.

According to the Commission, they utilise the following defined enforcement criteria to decide whether to open an investigation⁴⁹:

- **Extent of detriment**
 - Impaired choice
 - Increased costs

⁴⁷ Hall, Kristin. 2023. "FIRED UP." TVNZ Sundays. <https://www.tvnz.co.nz/shows/sunday/clips/fired-up>

⁴⁸ <https://www.nzherald.co.nz/business/revealed-the-money-calendar-girls-dancers-can-be-stripped-of-in-fines-by-bosses/KOTD4UIFUBGHOCW362BYPUEPY/>

⁴⁹ <https://comcom.govt.nz/about-us/our-policies-and-guidelines/investigations-and-enforcement/enforcement-criteria>

- **Physical harm**
 - Are the vulnerable targeted by the behaviour?
 - Are excess profits likely to be gained?
- **Seriousness of conduct**
 - Is the conduct deliberate, reckless or very careless?
 - Is the conduct repeat or ongoing behaviour?
 - Is there a serious departure from expected lawful commercial behaviour?
 - Can the conduct be undone?
- **Public interest**
 - Is there a significant need to clarify the law?
 - Is there likely to be widespread public interest in the issue?

The inclusion of these ‘inconvenience fees’ within the Calendar Girls 2023 contract, should be investigated by the commerce commission according to their own enforcement criteria listed above. An initial report was submitted on the 08/05/2023. Additions were made to the report in the following months which included evidence of immediate contract changes made by Calander Girls and punitive practices that were enforced as a means to control the contractors. One addition included evidence that workers were told that they would be receiving only 50% of their tips earned, as opposed to the standard 80%, as a punishment for speaking to the media.

FUS concluded their report to the commerce commission with a plea that read:

“Adult entertainment workers face constant barriers and dismissal when trying to defend their rights through government institutions. I hope that you can see past any feeling that you have for the profession and recognise the power imbalance these workers face due to sham contracting.”

Response

The commerce commission informed FUS that they would not be investigating the contract. This decision was communicated several months past the deadline they had given themselves to respond and only after FUS attempted to contact them multiple times to gain an insight into their decision. The Commerce Commission also failed to provide a specific reason as to why they wouldn’t be investigating. An OIA request was sent and in response the commerce commission sent back their criteria without specifying why they would not be investigating the contract. This has dissuaded adult entertainers from reporting contracts from other venues.

There are no accessible avenues for challenging these contracts and without collective bargaining rights, workers are unable to negotiate them directly. This is a nationwide issue and needs intervention. Abolition of fines or ‘inconvenience fees’ in contracts would allow workers in this industry to assert their boundaries and retain the money that they make. The safety of adult entertainers relies on their autonomy as independent contractors, and this autonomy is threatened when adult entertainment venues can deduct money on a whim for indisputable and arbitrary reasons. It has become clear that the commerce commission is not an avenue for seeking justice that can be relied upon by adult entertainment workers.

Disputes Tribunal

While dancers can access the Disputes Tribunal to have money unfairly taken from them returned - and an entertainer has successfully used this process⁵⁰, there are multiple barriers to an adult entertainer pursuing a complaint against a venue. Providing a compelling case in the Disputes Tribunal requires that adult entertainers provide written records of the money that has not been in paid or has been retained, and adult entertainers have reported that venues do not keep such records nor provide receipts. In many cases the money is simply retained by the venue and thus it is not possible to provide proof.

- Pursuing a complaint via the Disputes Tribunal is also only feasible for adult entertainers who no longer work at the venue and are unwilling to work at the venue again. As adult entertainers rely on a venue to work, few are likely to pursue this option.
- Engaging in this process is emotionally draining and time consuming, therefore, entertainers may choose to not challenge management when they are fined without cause.
- The entertainer who persevered through these barriers and successfully used this process, resulting in Auckland Showgirls being sent an order to pay, still has not received the money they are owed.

As previously noted, there have been multiple instances of adult entertainment managers firing adult entertainers who attempt to negotiate contracts or challenge unreasonable rules in place. A recent example is an adult entertainer who was reportedly terminated for refusing to remove their underwear for free at The Mermaid, a Wellington based club⁵¹. This followed a rule change in the venue earlier in 2023 which meant that customers were no longer required to tip adult entertainers. This means adult entertainers are expected to dance naked for customers in the venue for no payment. As previously noted, adult entertainers working in this venue pay a shift fee and therefore pay to work. This type of practice is a clear example of serious exploitation. Threatening to terminate the contracts of adult entertainers who do not comply is highly coercive and undermines their right to consent (or not) to the services that they provide. Furthermore, this is not an international industry standard reflected in overseas venues. This is a display of the excessive power that has been allowed to foster among the management of New Zealand adult entertainment venues.

Adult entertainment venues also include clauses in contracts which forbid adult entertainers from working simultaneously at competitor venues, and doing so can result in the termination of their contract⁵². These exploitative practices are neither inevitable nor necessary, exemplified by other venues in which there are no fines, bonds, or shift fees⁵³. Furthermore, these exploitative practices being commonplace in Aotearoa does not equate to them being acceptable.

Employment Relations Authority

Two Christchurch based adult entertainers raised the issue of fines, bonds, exploitative practices, and unsafe working conditions with the Employment Relations Authority (ERA) in 2018⁵⁴. The eventual ruling was that despite

⁵⁰ <https://www.stuff.co.nz/national/300956501/former-auckland-strip-club-dancer-wins-disputes-tribunal-hearing-over-bond-money>

⁵¹ <https://www.thepost.co.nz/a/nz-news/350094835/predatory-and-disgusting-dancer-allegedly-fired-not-taking-underwear-stage-free>

⁵² <https://www.rnz.co.nz/news/national/484471/calendar-girls-dancers-take-employment-campaign-to-parliament>

⁵³ <https://www.stuff.co.nz/business/104032686/dunedin-strip-club-manager-calls-for-rethink-on-fines-system>

⁵⁴ <https://www.employment.govt.nz/assets/elawpdf/2018/2018-NZERA-Christchurch-128.pdf>

extensive managerial control over two entertainers, the adult entertainers were independent contractors rather than employees and therefore they could not pursue a personal grievance against the operator⁵⁵.

- The ERA decision stated that financial penalties (fines) were required to control the behaviour of adult entertainers. The decision also stated that the control the venue had over the contractor's appearance was a benefit to the adult entertainer. This is deeply concerning, paternalistic and misogynistic. It is unlikely that the ERA would consider such penalties necessary to control the behaviour and appearance of workers in any other business.
- The decision ignored the possibility that the nature of control was indicative of an employment relationship, with the fines being used illegally.
- The ERA Hamilton-Redmond ruling also consistently described the nature of the work as 'sexual services' which is contrary to the definition provided by the PRA that applies to sex workers.
- The ruling also argued that the adult entertainment venue gave adult entertainers the right to refuse bookings, which further justified their status as contractors. However, the reality is, adult entertainers are expected to appeal to and receive the approval of the venue manager if they wish to refuse a booking. This creates a significant barrier for entertainers in having the right to refuse bookings, one that removes any autonomous decision making from the adult entertainer.
- The ERA failed to consider the restrictive nature of expectations placed on adult entertainers during shift, these include: adult entertainers must perform on stage at dictated times, they must perform on stage for a dictated length of time, entertainers must remove underwear whilst performing on stage at a dictated time, entertainers are not permitted to leave the venue or shift (including meal breaks) without the approval of the venue manager – the length of time permitted for a break is decided by the venue manager. An adult entertainer may have money deducted from their income (fined) as a way of being punished if they do not appeal to the venue manager or adhere to these expectations. This type of highly punitive practice could be seen as a means to create a highly coerced, compliant and subservient workforce.
- The ERA did not seek guidance or expert industry advice throughout their deliberations, which was apparent through the obvious lack of understanding from the ERA in regards to the role of an adult entertainer and the functioning of adult entertainment businesses.

The ERA ruling described the adult entertainment industry in a way that was belittling towards both entertainers and patrons. The ruling described the nature of the industry as a place where, "male customers are drinking alcohol and being 'tantalized and teased' to spend large sums of money, inevitably means that both the behaviour of the customers and the dancers (adult entertainers) has to be contained"⁵⁶. To correct this misinformed generalization, patrons of adult entertainment venues are not all men who spend large sums of money – such a description is highly gendered and incorrect. Patrons' behaviour should be monitored by security and the burden of this responsibility - to provide a safe and secure workplace - should always remain with the adult entertainment venue who in return extract large commissions from the entertainer's earnings.

The very notion that the behaviour of an adult entertainer may be enforced through theft of their earnings is as nonsensical as it is unlikely to be accepted as lawful in any other industry. The assumption of the ERA is that adult entertainers behave 'badly', is a result of gender-based stigma and discrimination that perpetrates the 'bad' image

⁵⁵ <https://www.stuff.co.nz/business/107377148/calendar-girls-strippers-were-independent-contractors-not-employees-era-finds>

⁵⁶ <https://www.stuff.co.nz/business/107377148/calendar-girls-strippers-were-independent-contractors-not-employees-era-finds>

onto the entertainer. This is the false idea that ‘good’ women do not work in adult entertainment and therefore the entertainers must need to be financially abused to control their behaviour. It is unlikely that the ERA would have made the same assumptions about contractors working in a male-dominated industry⁵⁷. However, while there is little evidence of this suggested ‘bad behavior’ allegedly perpetrated by adult entertainers, there is a wealth of evidence through media and contractor testimony that adult entertainment venues engage in exploitative and abusive practices. Furthermore, there is no lawful procedure required to engage in the theft of an entertainer’s earnings and full discretion is held by the managers to do as they please.

When adult entertainers receive fines before they have made any money, they become indebted to the adult entertainment venue, leaving the entertainer with no option but to ‘work off’ the debt. Adult entertainment venues ensure entertainers remain financially entrapped to their venue by including clauses within their contracts which prevent entertainers from working for any other adult entertainment venue or business^{58,59}. Adult entertainment venues in Aotearoa are engaging in labour trafficking through these financially abusive and exploitative practices. This decision by the ERA was clearly influenced by stigma, highly discriminatory and offensive towards all entertainers working in Aotearoa.

If the ERA had made a decision without bias, it is clear that the adult entertainers in this case were being treated as employees. This is also the view of legal scholars who published a criticism of the ERA decision in the *Canterbury Law Review*⁶⁰. This does not mean that adult entertainers desire to become employees, however, a decision like this could have been the catalyst that ensured venues in Aotearoa treat their contractors as contractors, with the independence and autonomy that this status supposedly entails.

The Employment Relations Authority is not an avenue that can be relied on by adult entertainers. The 2018 ERA decision has since been described as weakening the working rights of all sex workers, and diverging from the aims of the Prostitution Reform Act 2003 (PRA), which are clearly grounded in occupational health and safety and the minimization of harm, while also highlighting the vulnerability of precarious workers⁶¹. It must be acknowledged that Aotearoa has a reputation globally for upholding the rights of sex workers, and the current situation regarding the treatment of adult entertainers in adult entertainment venues starkly contradicts this.

Summary

All the examples given clearly indicate the significant barriers adult entertainers experience when attempting to access justice in Aotearoa. Adult entertainers who have attempted to access justice have repeatedly received outcomes that reject, silence, and minimise their experiences of mistreatment perpetrated by venue management. As it stands, managers working in adult entertainment venues hold considerable power over adult entertainers, exploitative practices and unsafe working conditions have been enabled by a failure to take these issues seriously. This clearly signals a need to strengthen the rights of dancers and send a clear message to operators of adult entertainment venues that these practices will no longer be tolerated.

⁵⁷ <https://www.stuff.co.nz/national/131501290/the-unchecked-power-of-strip-clubs-and-the-workers-pushing-back>

⁵⁸ <https://www.stuff.co.nz/business/opinion-analysis/300817609/we-need-to-protect-all-workers-rights-not-just-employees>

⁵⁹ <https://www.pressreader.com/new-zealand/the-post-1022/20230311/281685439066300>

⁶⁰ Amy, O., Masselot, A., Meriluoto, L., and Morrish, S. (2018). “In the Nude: Factors Determining the Employment Status of Sex Workers.” *Canterbury Law Review* 24, no: 91–106. <https://heinonline.org/HOL/P?h=hein.journals/cblrt24&i=95>

⁶¹ Amy, O., Masselot, A., Meriluoto, L., and Morrish, S. (2018). “In the Nude: Factors Determining the Employment Status of Sex Workers.” *Canterbury Law Review* 24, no: 91–106. <https://heinonline.org/HOL/P?h=hein.journals/cblrt24&i=95>

Petition request

The Petition of Fired Up Stilettos, Strippers' Rights are Workers' Rights, reads:

“That the House of Representatives: establish the right of adult entertainment workers to bargain collectively while maintaining independent contractor status; outlaw all fines and bonds between employers and contractors; and establish a nationwide mandatory maximum of 20 percent that an employer can take from a contractor's profits.”

Reason:

“Our experience is that contractors in adult entertainment face widespread labour exploitation, not due to the adult nature of our work, but because of the lack of legal protections offered to workers who are not employees and because we depend on a venue. We have experienced a culture of bullying, income theft, violations of contract law, and sometimes outright labour trafficking. We want nationwide intervention to stop these exploitative practices.”

Right to collectively bargain

One of the key requests of this petition is to allow adult entertainment workers to collectively bargain, while maintaining their independent contractor status. This is a right that has been granted to other types of contractors, with the introduction of the Screen Industry Workers Act 2022⁶². In announcing the Screen Industry Workers Act, the then Workplace Relations and Safety Minister stated “all people in New Zealand deserve good jobs, decent work conditions, and fair compensation for their work”⁶³. As the access to justice section has shown, the entities who should be invested in the health and safety of entertainment workers turn a blind eye, and the workers suffer as a result. It has also shown that adult entertainment venues infringe on entertainers' ability to look after their own health and safety. Adult entertainment venues are aware of how much they can get away with. They know that their malpractice will not affect their bottom line as they have never had to take accountability for it. Right now, they have no incentive to change. There are a small number of venues in Aotearoa who show that these malpractices are neither necessary nor required to run a successful and profitable business as an adult entertainment venue. There are venue managers who have agreed publicly that they would welcome uniform regulations that all adult entertainment venues and agencies must abide⁶⁴. Unfortunately, they are the minority, typically located in smaller cities, and do not hold enough of the market share to influence the overall industry standard.

According to David Burton, an employment law barrister, it is clear adult entertainers are in even far greater need of collectively bargaining rights than the screen workers⁶⁵. It is important to recognize that without an enforcement mechanism requiring adult entertainment venues to bargain with entertainers, granting this right would not have an impact. This is evidenced by the lack of good faith operations present in the adult entertainment industry. What allows for this exploitation is the lack of legislation regulating what venues and operators can reasonably compel their contractors to do, rather than there being something significantly different or ‘bad’ about adult entertainment. What is meant by exploitation in this context is business practices and sham

⁶² <https://www.legislation.govt.nz/act/public/2022/0052/latest/LMS230343.html>

⁶³ <https://www.beehive.govt.nz/release/shining-light-screen-workers>

⁶⁴ Hall, Kristin. 2023. “FIRED UP.” TVNZ Sundays. <https://www.tvnz.co.nz/shows/sunday/clips/fired-up>

⁶⁵ <https://www.stuff.co.nz/business/opinion-analysis/300817609/we-need-to-protect-all-workers-rights-not-just-employees>

contracting that disproportionately harm entertainers, rather than a reference to the type of work being carried out by the entertainer. Some examples of this exploitation include:

- Dream Girls Wellington and Fantasy Club (Brothel) withholding money that entertainers and sex workers have earned so that they can force them to return to work an extra night to receive it⁶⁶.
- Calendar Girls Christchurch stealing large sums of money from adult entertainers by removing it from their weekly payout without cause, for arbitrary ‘inconvenience fees’, or without explanation⁶⁷.
- The Mermaid Wellington charges a nightly shift fee that the entertainer must pay the venue to work and in exchange they allow the entertainers to keep 100% of their tips earned.
 - In 2023, Mermaid owner forced entertainers to sign an A4 form that stated that tipping was not compulsory regardless of where patrons were seated, removing the ability of the entertainers to ask for tips for their performances. An entertainer was then fired for refusing to remove their underwear for free.
 - These changes force the entertainers to sell bookings to make an income where the venue extracts majority of its commissions from the entertainers’ earnings.
 - This unlawful contract changes forced some entertainers to leave the venue in debt and others to describe the venue as “inflicting severe economic and psychological distress”⁶⁸.
- Showgirls Auckland refusing to return adult entertainer bonds when they cease working in the venue, breaching their own contracts.
- Coercing entertainers into silence by financially punishing an entire roster of contractors when one speaks out to the media.
- Threatening to fire entertainers when they attempt to protest or disagree with abrupt, instantaneous contract changes.
- Multiple clubs coercing adult entertainers to work when they are sick, injured, or mentally unwell, by using the threat of fines or firing. This was a process that did not cease throughout covid restrictions on hospitality venues.

Why do Adult Entertainers need a right to collectively bargain?

- While individual contract negotiation is lawful on paper for contractors in Aotearoa, it is not possible for adult entertainment workers to exercise this right.
- The Commerce Commission NZ has declined to investigate and test the legality of adult entertainment venue contracts provided.
- Worksafe has declined to investigate claims of unsafe working conditions in adult entertainment venues.

⁶⁶ Hall, Kristin. 2023. “FIRED UP.” TVNZ Sundays. <https://www.tvnz.co.nz/shows/sunday/clips/fired-up>

⁶⁷ Fired Up Stilettos. 2023. Fired Up Stilettos Speak at New Zealand Parliament.” Youtube Video, 55:23. May 11, 2023. <https://youtu.be/nN40-kD5Gi8>

⁶⁸ <https://www.pressreader.com/new-zealand/the-post-1022/20230906/281560885372247>

- The quality of safety and security measures in a venue, traditionally, sets the level of risk that entertainers are exposed to on a given shift- yet there are no industry standards or pathways for entertainers to improve these standards.
- The systemic discrimination and stigmatization of entertainers, as well as that which is already experienced by women and gender minorities, influence how and if they will receive justice in cases of violence events that reach the courts. It is vital for entertainers to have a voice in creating processes which aim to prevent these events, this would significantly minimize future, preventable harm.
- Entertainers who advocate for better working conditions individually can result in firing, bullying, or coercion, which acts as a disincentive to try.
- Collective advocating for fairer terms can and does result in mass firing as shown by 19 entertainers fired simultaneously from Calander Girls Wellington in January 2023.
- The supposed rights of an independent contractor are currently not respected nor provided to adult entertainers.
- There is a clear absence of any other pathway to influence positive change without disproportionately harming entertainers further.

What would adult entertainers use collective bargaining rights to advocate for?

There are a number of adult entertainment venues located throughout Aotearoa, all diverse in structural design and layout. Collective bargaining, in this context, would be reflective of the variety of needs based on the specific venue in question. For example, a venue may have multiple levels, therefore, entertainers requesting minimum security standards, may differ to a venue which is single level. However, due to the unregulated operations of adult entertainment venues, there are fairly uniform requests which entertainers may attempt to negotiate with their venue, including:

- Setting standards of security within the venue which enables the entertainers to feel safe within their workplace.
- Setting standards for entertainer inductions, information provided to workers beginning their first experience working in adult entertainment aimed at minimizing harm.
- Entertainers may advocate for set standards of safety that include all doors to private bookings are either unlocked, open, or removed to improve the safety of the entertainer and the behaviour of patrons.
- Set standards of procedures for removing and permanently banning patrons from the venue who break the rules.
- ID scanners for venues so that when a patron is banned, they cannot return.
- Setting standard procedures in the event of any violent incidents perpetrated against an entertainer. For example, notifying police immediately, providing the police with a copy of the assailants ID and any CCTV footage that relates to the event and allowing the entertainer to leave shift for the evening. This simple process and having a police point of contact, is crucial for any entertainer that wishes to press charges against an assailant and is in the best interest of the public in regards to reducing further harm the assailant may commit.

- Requesting hiring practice standards to avoid hiring discrimination and racism. This could occur by negotiating with the venue to allow individuals from diverse cultural backgrounds, gender diverse performers, specifically, including trans performers that were historically welcome to perform in adult entertainment venues.
- Negotiating no free full nudity during stage performances. For example, entertainers may negotiate the terms relating to the removal of their underwear during performances on stage. Entertainers may request the ability to deny fully nude stage performances if they do not receive an agreed upon amount in tips while performing.
- Negotiating a standard commission extracted from the entertainers' earnings.
- Negotiating their independence, for example, that they (entertainers) are not required to associate with club management at all whilst on shift unless for prior agreed upon reasons such as cashing out their earnings at the end of the evening. (This is not an unrealistic ask, venues overseas do not always have 'dancer managers', instead they rely upon automated apps. These act as processes for scheduling shifts and breaks that work in ways that clearly respect the independence of their contractors and show that these workers can perform their duties without a highly controlling, coercive management)
- Negotiating the ability for adult entertainers to have their own system for meal breaks during shift, while removing the need to appeal to a venue manager for approval.
- Entertainers may request that they be permitted and encouraged to raise any concerns regarding any maintenance or repairs that may cause health and safety risks for adult entertainers. For example, carpet snags that could catch in a heel, mold in common showers, stage flooring and pole maintenance, etc.

As this submission has displayed, adult entertainment venues in Aotearoa often engage in sham contracting and exploitative business practices that enable excessive profiting through the commissions they extract from contractors. What is meant by excessive profiting is the practice of venues extracting unreasonably large commissions from the entertainer's labour. Sham contracting is the practice of passing off an employment relationship as a contractor relationship. Adult entertainers maintaining the independent contractor status is vital for retaining the autonomy and freedom they need to do their job safely. Consent is only possible if an entertainer possesses the ability and opportunity to have autonomous decision making. However, in the absence of the independent contractor status being respected by venues, and any other realistic pathways for enforcement, collective bargaining rights enable entertainers to demand safer and fairer venues to work within.

Outlaw all fines and bonds

Evidence demonstrates that labour conditions have significant health consequences for adult entertainers, primarily due to the way venue owners' profit from individual entertainers through an exploitative system of bonds, fees, and fines⁶⁹. Arbitrary fines or even withdrawal of work had previously been used against entertainers who have complained or confronted management. Such practices force workers into passivity and instil fear, which have a substantial impact on their mental health and well-being⁷⁰. This results in further financial impact by workers needing to spend more on improving their mental health and well-being.

⁶⁹ Sanders T, Hardy K. Devalued, deskilled and diversified: explaining the proliferation of the strip industry in the UK. *Br J Sociol.* 2012 Sep;63(3):513-32. doi: 10.1111/j.1468-4446.2012.01422.x

It is already prohibited by the Wages Protection Act 1983, to charge a bond for employment on the recognition that this is exploitative⁷¹. It is also prohibited to take a specific deduction from an employee's wages without the worker's consent. These protections only apply to employees, but there is good reason to suggest they should apply to all kinds of workers. This would greatly reduce independent contractor and migrant exploitation who are the most vulnerable to these kinds of exploitative systems. Adult entertainment venues do not have to pay sick leave, nor holiday pay, as they hire adult entertainers as contractors. Adult entertainers forgo these benefits in exchange for the freedom that being an independent contractor implies. However, this means that they must take special care to look after their health and well-being in order to maintain longevity and productivity in the workforce. They are unable to do this when the money they make to look after themselves can be stolen from them, or they are paying the venue more to work than they are earning from working in the venue. It is important to understand that this is not insignificant amounts of money. Receiving one substantial fine can easily half an entertainer's earnings for that week or half the amount in bond the entertainer has already paid the venue, forcing them to work more to cover their expenses or make up the total of such bond. The cost of fines, fees, and bonds has also doubled over the past decade. This is because it is an easy scheme for a venue to increase their profit immediately and does not result in any adverse consequences for the business.

Forced Labour, Modern-slavery, and Trafficking in Aotearoa

According to the International Labour Organisation (ILO), a specialised agency of the united nations focused on international labour standards, the charging of fines and bonds perpetrated by venue managers and owners results in forced labour. ILO defines forced labour as "as work that is performed **involuntarily** and **under the menace of any penalty**. It refers to situations in which persons are coerced to work through the use of violence or intimidation, or by more subtle means such as manipulated debt, retention of identity papers, or threats of denunciation to immigration authorities"⁷². The definition of forced labour encompasses the practices of modern-slavery and trafficking. Forced labour is listed as a human rights abuse by the United Nations Human Rights Commission. In addition to this violation of fundamental human rights, forced labour is a violation of labour rights and it is an international consensus that this be regarded as a criminal offence. However, these human rights have not been granted to workers in the adult entertainment industry nationally. Migrants who are working as contractors in adult entertainment and sex worker migrants who were not decriminalized under section 19 of the PRA remain in the most vulnerable positions⁷³.

As previously explained in section two and three of this submission, contractors can be fined in adult entertainment to the extent that they are working off a debt. If the worker has paid a bond, then they are even more so indebted to such venue if they would ever like that money returned to them. An example of intimidation to perform forced labour is threatening to fire or fine an adult entertainer who will not remove their underwear for free, even though there is no financial benefit to either venue or contractor for doing so.

Forced labour will remain in New Zealand if fines and bonds continue to be practices legitimized by our current elected lawmaker's ignorance or unwillingness to intervene. These practices go beyond exploitation and are a clear breach in widely regarded international human rights law. This is also a stain on the reputation of human rights in Aotearoa, one that must be acknowledged before it can be fixed.

⁷¹ <https://www.legislation.govt.nz/act/public/1983/0143/latest/DLM74833.html>

⁷² <https://www.ilo.org/global/topics/forced-labour/definition/lang--en/index.htm>

⁷³ <https://www.legislation.govt.nz/act/public/2003/0028/latest/DLM197871.html>

Mandatory maximum taken from contractor's profits

As previously explained, entertainers pay a percentage of their earnings that they make in a venue in exchange for the use of that venue's space. What this means is that in exchange for providing a space for adult entertainment to take place, the venue retains a percentage of the adult entertainer's profit in exchange. It is important to recognize that the venue an entertainer is contracted to does not provide anything but a space. Everything that the venue makes a profit from relies on extracting commission from the labour and sales made by the entertainer. In the case of door and alcohol sales, the presence of entertainers allows the venue to charge a higher price than other bars. There is currently no regulation that moderates the amount that venues can take from an adult entertainers' earnings.

Adult entertainment agencies also extract a commission from adult entertainers' earnings in return for setting up bookings for them to attend. Most of these agencies have an abysmal reputation among entertainers and are not legally required to provide security, nor are they bound by any health and safety regulations. These agencies have minimal overhead costs as they do not have a place of business, they are not legally required to ensure any kind of safety protocols, and yet still take commissions up to as high as entertainment venues. These agencies are also known to solicit entertainers who are new to the industry and may not know their reputation.

Why should there be a mandatory maximum of 20% that an employer can take from an adult entertainers' profits?

(1) Adult entertainment venues and agencies systematically neglect consistent, reliable standards of safety and security.

Research on the health of entertainers contracted to adult entertainment venues is scarce and often conflates adult entertainers with other types of sex workers, particularly in contexts where distinctions may not be rigid. Nevertheless, available evidence from other countries shows that that adult entertainers may experience adverse health consequences that are not inherent to their work, but that rather result from two factors:

1. working conditions within the industry and clubs' organization; and
2. the political, legal and social context that determine policies, labour rights and stigma.

The burden of safety and security while adult entertainment takes place should lie with the venue. However, a majority of major venues in Aotearoa have systematically neglected their responsibility of safety and security. This exposes adult entertainers to avoidable health risks, therefore, this is one of the primary reasons why the venue should not be able to excessively profit from the entertainer's labour. This becomes even more relevant in working environments where there is a major intersection with other social determinants of health that render workers more vulnerable. A clear example of that is the adult entertainment industry in Aotearoa, with cis women, gender minorities, migrants and Māori forming a high proportion of workers in this area.

Aotearoa's venues do not meet or attempt to provide the consistent safety standards present in some venues located overseas. The layout of some venues located in QLD Australia means that traditional booked services, including spa services, are conducted in large rooms where there can be multiple entertainers providing services at a given time. There is a controller always acting as security present who keep the time of bookings and remove problematic patrons immediately should they attempt to break the rules. Ensuring safety and security in this style of venue is clearly a service that these venues provide in return for the commissions they extract from entertainers.

In the four venues owned as part of the Calendar Girls NZ chain, it is the burden of the entertainer to handle the rules and behaviour of patrons when in booked services. In the case of a traditional lap dance booking, they are

locked in small isolated private rooms with the patron. They are required to use a key to exit these rooms that may not be located within easy reach. While there are 'panic buttons' located in the rooms, an entertainer would have to be able to reach this button in the case of their safety being compromised. It is also unclear whether these panic buttons are operational. There is no active observation or care taken to ensure that patrons are following the rules of the booking. If patrons are not following the rules, it is the burden of the entertainer to navigate the barriers to leave the booking and find security to escort the patron from the venue. This security may be on the door outside of the venue and there are times where there are no security present inside the venue or on the same floor. They do not use ID scanners in all four venues.

Showgirls Auckland fine their dancers if a patron is seen to break the rules on CCTV and the manager perceives that the entertainer does not 'fight back' enough to stop the assault⁷⁴. What this means is that if a patron touches an entertainer inappropriately, Showgirls blames the entertainer and may steal the money the entertainer has earned as a result. This is a clear neglect of taking responsibility for safety and security while adult entertainment takes place. Adult entertainment workers from Dream Girls Wellington reported a lack of security to Worksafe which was never investigated.

Despite a lack of regulated standards in health and safety throughout Aotearoa's adult entertainment venues, adult entertainers are very competent at their roles, enforcing their own boundaries, and protecting their own safety. However, venues should not be able to profit excessively from each individual entertainer when they cannot even guarantee a consistent standard of safety in return. The current framework leaves entertainers feeling exploited because they do not feel that they are being adequately compensated for the work they do and the risks that they navigate. In 2024, adult entertainment venues can and do take over 50% of the money entertainers earn from their labour.

(2) While customer pricing for services has been consistently increasing, the percentage amount that adult entertainers keep from these services is decreasing.

Independent contractors are generally supposed to have control over how much they charge and provide an invoice for their services. Contrary to this, adult entertainment venues dictate the prices that patrons pay for the adult entertainer's services. They also dictate how much the entertainer is entitled to keep from the money they make. The complete lack of any legislation regulating this means that the cut for the contractors has become smaller and smaller, while the venues profit excessively. For example, the Calendar Girls 2023 contract lists booked services where the adult entertainer is only entitled to keep 39.6% of the total cost paid by the patron. This contract also lists an 'outcall' service where the entertainer is entitled to keep 50% of the cost of this service they provide. This service does not even take place inside the venue and security is not provided. This contract is significant because it applies to four venues located across three cities, which influences the overall market and what other owners see as a 'reasonable' commission that they should extract from entertainers.

According to entertainers working over a decade ago, some venues have doubled the percentage amount that they extract from the services provided by the adult entertainer⁷⁵. The amount of fines and bonds that venues charge have also increased, in some cases, by over 100% in the last 5 years⁷⁶. As long as there is no regulation on

⁷⁴ <https://www.nzherald.co.nz/dancers-fined-for-missing-shifts-even-when-sick-showgirls-accused-of-heavy-penalties/O6TAKGAGG3LE3RC6TP4YAPFARU/>

⁷⁵ Fired Up Stilettos. 2023. Fired Up Stilettos Speak at New Zealand Parliament." Youtube Video, 55:23. May 11, 2023. <https://youtu.be/nN40-kD5Gi8>

⁷⁶ <https://www.nzherald.co.nz/auckland-stripper-talks-about-the-many-fines-shes-copped/2MFSJLNDTM5T6NXM7BRPVW5W6A/>

venues and owners, it is unclear where the limit is on what they believe they are entitled to profit from adult entertainment workers. Adult entertainers who are willing to provide the luxury services that they do should not be leaving their careers in debt. This is not a sustainable future for adult entertainment workers.

It is not the intention of this claim to cripple adult entertainment venues to the point where they cannot function. However, there is a lot that they could be doing to bring themselves up to par with other hospitality venues who profit but do not contract adult entertainers. In the absence of any realistic ability to bargain with adult entertainment venues this submission advocates for regulating their ability to profit off the back of entertainment workers.

Conclusion

Aotearoa set the international standards for sex workers' labour rights 20 years ago. The Prostitution Reform Act (PRA) was passed in 2003, replacing laws criminalizing sex workers and third parties. The decriminalised approach has become known as The New Zealand Model. Other countries look to The New Zealand Model as an example of progression for sex worker rights. While New Zealand is the leader in terms of sex worker rights, we have fallen behind when it comes to rights for adult entertainers. There has been no legislative change for adult entertainment in New Zealand since the 1970's. Most of the current working adult entertainers were not even born when laws surrounding how they can engage in their work were established. Society has progressed since the 1970's and the laws need to change to reflect this.

Scientific evidence demonstrates that adverse outcomes among adult entertainers are not inherent to their work, but rather derive from the harm created by exploitative club management, laws and policies that fail to protect their rights, and social stigmatisation. Working conditions and labour rights are closely intertwined with well-being and physical and mental health, especially in population groups that are more vulnerable due to stigma and the intersection of their occupation with other social determinants of health. From a public health perspective, there is a clear need for policy changes aimed at limiting the power of club managers, securing labour rights and negotiation power for adult entertainers, prohibiting occupation-based discrimination, and reducing social stigmatisation. These policies have been successfully implemented in the past for other types of sex work, demonstrating their high effectiveness. Therefore, any government committed to enhancing the well-being and health of its population should enact such laws and policies.

Adult entertainment workers in New Zealand are suffering at the hands of unregulated venue management. By neglecting the harm perpetrated against adult entertainers we are also neglecting the harm that is passed on to their families, children, communities, and the welfare system. If the government chooses to progress this petition it would be opening the door to a future where all businesses can operate sustainably without causing harm to those they rely on to operate.

In order for New Zealand to remain a shining example of human rights we must address the reality that some of our population are not being treated with dignity and their attempts to support themselves are being undermined. If this petition were to result in positive legislation for adult entertainers, other countries would take note. New Zealand would once again be heralded as a progressive nation and would be seen as the leaders of the progression of adult entertainer rights as well as sex worker rights. This is an opportunity for members of Parliament to rise to the occasion and show the world how it's done once again.

Appendix A

Contracts from New Zealand Adult Entertainment Venues

Contracts from New Zealand Adult Entertainment Venues

The following is a collection of contracts from adult entertainment venues (Stripclubs) from around New Zealand.

Last updated January 2024.

Table of Contents

Calendar Girls - Pg 2

Mermaids- Pg 16

Whitehouse Contract - Pg 27

Whitehouse Dancer Handbook- Pg 33

Showgirls - Pg 84

Showgirls Code of Conduct- pg 105

Golden Dragon Girls - Pg 106

INDEPENDENT CONTRACTOR AGREEMENT

TABLE OF CONTENTS

SCHEDULE ONE.....	4
1. SERVICES.....	4
2. PLACES/TIME(S) OF SERVICE PROVISION	4
3. SERVICE STANDARS, OBJECTIVES AND OUTCOMES	4
4. FEE.....	5
5. INCONVENIENCE FEE.....	5
6. INVOICING.....	6
7.	
NOTICES.....	6
SCHEDULE TWO TERMS OF AGREEMENT.....	8
1. DEFINITIONS AND INTERPRETATION.....	8
2. SERVICES	8
3. CONTRACTOR’S WARRANTIES.....	9
4. TERM	9
5. PROFIT SHARE	10
6. PRICE AND PAYMENT	10
7. ACKNOWLEDGMENTS	10
8. COMPLIANCE WITH LEGISLATION AND OTHER LEGAL REQUIREMENTS	10
9. NON COMPETITION.....	11
10. CONFIDENTIAL INFORMATION.....	11
11. TERMINATION	12
12. EFFECT OF TERMINATION OR EXPIRY.....	12
13. INDEMNITY.....	13
14. LIMITATION OF LIABILITY	13
15. DISPUTE RESOLUTION	13
16. NOTICES.....	14
17. ENTIRE AGREEMENT	14
18. MISCELLANEOUS	15

AGREEMENT dated this day of 2021 13 August

PARTIES

1. Calendar Girls NZ Limited is a company with its registered office in Christchurch

2. of Calendar Girls NZ (**Contractor**)
Margot

BACKGROUND

A. The Company operates Calendar Girls NZ, Gentlemen's Clubs and Cgslive.com featuring exotic dancers and fully licenced premises.

B. The Contractor is an Exotic Dancer.

C. The Company will engage the Contractor on the terms and conditions set out in this Agreement.

TERMS OF AGREEMENT

The Company agrees to engage the Contractor to provide the Services described in Schedule One, and the Contractor accepts such engagement, on the terms and conditions set out in Schedule Two.

SIGNED AS AN AGREEMENT

Signed by Company by:

Signed by Contractor:

SCHEDULE ONE

1. SERVICES

1.1 The Contractor shall provide the following Services to the Company:

- (a) To perform erotic lap and strip dances;
- (b) To dance/pole dance on stage until nude;
- (c) To provide adult entertainment and perform for patrons;
- (d) Comply with reasonable instructions given by the Company.

1.2 The services are to be undertaken in accordance with the relevant policies and code of conduct.

Commencement Date:

13-08-21

End Date:

Until Terminated between either parties

2. PLACES/TIME(S) OF SERVICE PROVISION

2.1 Services will be provided at Calendar Girls Gentleman's Clubs and Cgslive.com

2.2 Services will be provided in accordance with the Dancer's roster. The Contractor's availability will be considered along with the reasonable requirements of the Company.

2.3 The Contractor is expected to arrive within sufficient time to be ready to perform at their start time.

2.4 If the Contractor is going to be absent during the term of this Agreement, they must give the Company at least two weeks' notice to allow suitable amendments to the roster.

3. SERVICE STANDARDS, OBJECTIVES AND OUTCOMES

3.1 The Contractor shall provide the Services to the Company in accordance with the

following: 3.1.1 You must, during the term of this Agreement:

(a) Perform the Services to the highest industry standards and so as to promote and further the interests of you and the Company;

(b) Promptly commence and carry out the services;

(c) Give priority to the Company requirements over any other business commitments (if any);

(d) Provide all equipment, materials and other resources at the Contractor's own cost which are necessary to enable you to perform your obligations under the Agreement;

(e) Not disclose to any person any trade secret or confidential information which may be revealed to you by the Company for the purpose of carrying out the services or which otherwise comes to your knowledge in the course of your engagement under this Agreement;

(f) Comply with such directions as the Company may give you in respect of the performance of the services;

(g) Where reasonably required by the Company, attend meetings and/or training sessions;

(h) Work co-operatively with the Company's management staff and other employees;

(i) Comply with the Health and Safety in Employment Act 1992 and any Health and Safety

procedures of the Company; and

(j) Not do anything to damage the name of the Company in your dealings with third parties.

4. CG's LIVE PROFILE

4.1 As part of a service of Calendar Girls it is mandatory all Contractors have completed a CG's Live Profile upon agreement of working at the premise as a contractor:

(a) have all the necessary information filled out on the www.cgslive.com site;

(b) will perform the Services when asked by management using the site in accordance with Service Standards;

(c) will adhere to all reasonable instructions or directions given by the Company for the use of the site.

5. FEE

5.1 The Company shall pay the Contractor on a profit share basis with relevant service fees as follows (all figure are GST inclusive):

Service Fee for Service Fee to Contractor Profit Share %

Standard Booth 15mins	00.00	\$60.00	60%	\$200.00
Standard Booth 30mins	20.00	60%	\$650.00	\$325.00
Penthouse Strip (default)				
Penthouse Strip (half hour)	%	\$375.00	\$162.50	43.3%

Stag Pack \$300.00 \$150.00 50%

Strip O Gram \$350.00 \$150.00 43%

5.2 Tips collected are shared 20:80 (with 80% to the Contractor).

5.3 No hour fee or wage is payable.

6. INCONVENIENCE FEE

6.1 Inconvenience Fees shall be paid by the Contractor to the Company for the following: (a) Missed stage spot - \$100

(b) Lateness for shift (without approval) - \$100

(c) Unkempt appearance - \$100

- (d) Intoxication during shift - \$500
- (e) Not showing up to work - \$250
- (f) Walking out - \$500
- (g) Loitering in changing rooms for unacceptable amount of time - \$200
- (h) Rudeness to patrons or management - \$500 and forfeiture of 50% of tips
- (i) Multiple club complaints regarding the Contractor - \$500 and forfeiture of 50% of tips
- (j) Wearing G-string during second song/during tip round - \$100
- (k) Misuse of cell phone - \$100
- (l) Swearing, racial or homophobic comments - \$100
- (m) Obscene gestures - \$100

6.2 Inconvenience Fees are applied by the Senior Shift Manager of the Company (or other authorised person) to ensure that the Services provided are of a high quality.

6.3 The Contractor agrees to Inconvenience Fees being deducted from payments owed to the Contractor.

6.4 The Contractor accepts that the Inconvenience Fees are reasonable and in the event of dispute, clause 15 Dispute Resolution applies.

7. INVOICING

7.1 The process for invoicing is as follows:

- (a) The Company will, through their sales system keep record of the Contractor's services sold and converted to a points total (one point = one dollar).
- (b) On a weekly basis the points will be tallied (less any deductions) and made redeemable for the Contractor.
- (c) An invoice will be produced through the Company's system for the Contractor to approve before payment is made.
- (d) Payment will be in cash and inclusive of GST.
- (e) In the event of a dispute over invoiced amounts, clause 15 applies.

8. NOTICES

8.1 Each party has the following contact information for notices:

Contractor: Redacted

SCHEDULE TWO TERMS OF AGREEMENT

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions:** In this Agreement, background recitals, and any schedules to it, the following words will, unless the context otherwise admits or requires, have (with or without the definite article) the following meanings:

Agreement means this agreement.

Commencement Date has the meaning set out in Schedule One.

End Date has the meaning set out in Schedule One.

Fee means the fee to be paid by the Company to the Contractor in consideration for the Contractor providing the Services, being the amount specified in Schedule One.

Service Standards means the standards, objectives and required performance outcomes as set out in Schedule One.

Services has the meaning set out in Schedule One.

Site means any location owned or occupied by the Company that the Contractor visits to perform the Services, including without limitation the location described in the Places/time(s) of Service provision described in Schedule One.

Term means the term of this Agreement as described in clause 4.1, and includes any extension or renewal of the term pursuant to clause 4.2.

1.2 **References:** In this Agreement reference to:

(a) the plural includes reference to the singular, and vice versa;

(b) words importing one gender includes all genders;

(c) any statutory provision will include any statutory provision which amends or replaces it and any subordinate legislation made under it;

(d) any clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Agreement;

1.3 **Time period:** If a period of time is specified as being from a given day or the day an act or event, it is to be calculated as excluding that day.

2. SERVICES

2.1 **Places and times:** The Contractor shall provide the Services at the place(s) and time(s) set out in Schedule

One.

2.2 Standard of service: In carrying out the Services, the Contractor shall, at all times:

- (a) provide the Services in a competent, diligent, prudent, prompt and efficient manner and in accordance with industry best practice;
- (b) provide the Services in accordance with the Service Standards;
- (c) work with any other employees and/or contractors of the Company in a professional and competent manner;
- (d) ensure that they do not do anything that in any way jeopardises or harms the Company's reputation; and
- (e) adhere to all reasonable instructions or directions given by the Company.

2.3 Provision of Clothing, Make-up, Hair Products, or Equipment: The Contractor will be required to provide all clothing (costumes, lingerie), make-up, hair products or equipment (hair drier or straighteners etc) required for the Services.

2.4 The Contractor will maintain a high standard of presentation at all times and comply with the Company's Dress Code.

3. CONTRACTOR'S WARRANTIES

3.1 The Contractor warrants that they:

- (a) have all the necessary skills, training and expertise to carry out the Services in accordance with this Agreement;
- (b) will perform the Services in a professional manner;
- (c) will perform the Services in accordance with the Service Standards;
- (d) will ensure that the Services are carried out in accordance with the requirements of this Agreement;
- (e) will not do anything that in any way jeopardises or harms the Company's reputation, or that might reasonably be expected to bring the Company's name into disrepute; and
- (f) will adhere to all reasonable instructions or directions given by the Company.

4. TERM

4.1 Term: The Contractor shall provide the Services beginning on the Commencement Date and continuing until the earlier of:

- (a) the End Date; or
- (b) termination in accordance with clause 11 of this Agreement.

4.2 Renewal:

4.2.1 The parties may extend or renew the Term by entering into an agreement in writing setting out the terms and conditions applicable to such extension or renewal ;or

4.2.2 If the Agreement continues past the End Date, the Agreement will automatically renew on a month by month basis. The Agreement can be terminated in accordance with clause 11 of this Agreement.

5. PROFIT SHARE

5.1 **Use of Premises:** The Company's premises (including stage, floor area, booths, penthouses and sales system) is available to the Contractor upon acceptance of the terms and conditions of this Agreement and any other relevant Company policies.

5.2 **Profit share:** In return for the use of the Company's premises, the Contractor agrees to share a portion of service fees collected as per Schedule One "Fees".

5.3 **Prohibited use:** The use of the Company premises after hours, for the solicitation of customers outside of the scope of the Services or for any other purpose is forbidden.

6. PRICE AND PAYMENT

6.1 **Fee:** In consideration of the Contractor providing the Services, the Company shall pay the Fee to the Contractor.

6.2 **Invoices:** Invoices will be rendered in accordance with the process requirements of Schedule One (**Invoice**).

6.3 **Terms of Payment:** The Company shall pay all undisputed amounts set out in an Invoice that are properly payable by the Company to the Contractor weekly.

6.4 **Offset:** The Company may offset any amount owed to it by the Contractor from any Invoice, including but not limited to Inconvenience Fees or purchases from the Company (food and drink).

6.5 **GST:** Unless otherwise stated all amounts set out or payable pursuant to this Agreement are inclusive of GST.

7. ACKNOWLEDGMENTS

7.1 **Independent contractor:** The Contractor agrees and acknowledges that they are an independent contractor and shall:

(a) perform the Services as an independent contractor;

(b) be responsible for its own liability for tax (including GST) and any other levies that may be payable under any legislation or regulation (including ACC);

(c) not have any right to sick leave or holiday pay; and

(d) not have any right or power to bind the Company.

7.2 **No agency:** The Contractor shall not, under any circumstances, be considered an agent, partner, or employee of the Company.

8. COMPLIANCE WITH LEGISLATION AND OTHER LEGAL REQUIREMENTS

8.1 **General:** In relation to the provision of the Services, the Contractor shall ensure that the Contractor complies at all times with:

(a) any and all legislation, regulations, ordinances and by-laws applicable to the Contractor in the provision of the Services;

(b) any and all laws and/or obligations whether arising under statute or common law that do or may relate to the Contractor in the provision of the Services; and

(c) all applicable policies of the Company, as if the Contractor were an employee.

8.2 **Health And Safety:** The Contractor acknowledges its obligations pursuant to the Health and Safety At Work Act 2015 (**H&S Act**).

8.3 **Obligations:** The Contractor shall:

(a) comply with the H&S Act, regulations, and the Company's health and safety policy and procedures as advised from time to time;

(b) comply with any reasonable instruction that is given by the Company to allow the Company to comply with the H&S Act, regulations, or the Company's health and safety policy and procedures;

(c) take reasonable care of the Contractor's own health and safety while performing the Services and while at the Site;

(d) take reasonable care that the Contractor's acts or omissions do not adversely affect the health and safety of other persons at the Site;

(e) ensure that any worker (as that term is defined under the H&S Act) entering the Site complies with the H&S Act and regulations;

(f) notify the Company immediately of any notifiable illness or injury, notifiable incident notifiable event, or hazard (as those terms are defined under the H&S Act) at the Site and comply with their own notification requirements to WorkSafe New Zealand or any other relevant authority;

(g) notify the Company as soon as is reasonably practicable of any accident or near miss at the Site falling outside of the immediately notifiable instances in sub-clause

(f) above; and

(h) follow best practice in respect of health and safety.

9. NON COMPETITION

9.1 **Restrictions:** Unless otherwise agreed by the Company in writing, the Contractor agrees that they will not at any time during this contract provide services to any third party (including any of the Company's competitors) which are the same or similar to the Services.

9.2 **Reasonableness:** The parties agree that the provisions of this clause 9 are reasonable to protect the business interests and goodwill of the Company.

10. CONFIDENTIAL INFORMATION

10.1 **Obligation of confidence:** The parties agree that the terms of this Agreement are confidential to the extent required by law and this obligation continues following termination of the Agreement.

10.2 **Media statements:** The Contractor shall not make any press release or other statement to the media or on social media, concerning or relating to the Company, Company information, any Company client or this Agreement without obtaining the prior written approval from the Company as to the nature and content of such release or statement.

11. TERMINATION

11.1 **Termination with cause:** A party (**Terminating Party**) may terminate this Agreement by providing notice in writing to all other parties if another party (**Defaulting Party**):

(a) commits, or in its reasonable opinion is likely to commit, a material breach of the terms and conditions of this Agreement (or relevant policies) and such breach, if
capable of remedy, is not remedied by the Defaulting Party to the satisfaction of
the Terminating Party within 10 Working Days of receipt by the Breaching Party of
written notice of such breach from the Terminating Party; or

(b) commits a material breach of the terms and conditions of this Agreement that is not capable of remedy.

11.2 **Immediate Termination:** The Company may terminate with no notice for the following: 11.2.1 Use or possession of illegal substances or excessive consumption of alcohol;

11.2.2 If the Contractor does not attend three shifts in a row without informing the Company;

11.2.3 Theft or wilful damage of property belonging to the Company, other Contractors, Staff or patrons;

11.2.4 Bad attitude or disrespectful behaviour toward staff, other Contractors or patrons; or

11.2.5 Refusal to comply with reasonable instructions.

11.3 **Termination on notice:** The Company may terminate this Agreement without cause by providing 5 Working Days' notice in writing.

12. EFFECT OF TERMINATION OR EXPIRY

12.1 **Rights and obligations:** Termination or expiry of this Agreement shall be without prejudice to any rights and/or obligations of the parties existing at the time of termination or expiry.

12.2 **Effect:** Upon termination or expiry of this Agreement, the parties shall immediately: (a) issue any final

invoices pursuant to this Agreement (**Final Invoice**);

- (b) pay all outstanding monies due and payable, including without limitation pursuant to any Final Invoice;
- (c) return any property in their possession or control that is owned by another party to that party; and
- (d) cease to use any other party's Intellectual Property and/or Confidential Information in this Agreement that survives termination or expiry.

13. INDEMNITY

13.1 The Contractor shall indemnify the Company in respect of all liabilities, costs (including full costs between solicitor and client), expenses, claims, damages or demands incurred by the Company or any third party resulting from any acts or omissions of the Contractor (including but not limited to any employee or agent of the Contractor), the Contractor's breach of this Agreement, or arising out of or incidental to the Contractor's performance of the Services.

14. LIMITATION OF LIABILITY

14.1 **No Liability:** Notwithstanding anything else in this Agreement, the Company shall not be under any liability whatsoever to the Contractor for any loss of profit, loss of bargain, loss of business opportunity or exemplary damages or losses suffered by the Contractor arising out of or flowing from any pre-contractual misrepresentation, or breach of this Agreement, whether contemplated by this Agreement or not, and whether actionable in contract, tort (including negligence), equity or otherwise.

14.2 **Limitation:** Notwithstanding clause 14.1 in the event that the Company is found liable for any loss or damages, including without limitation the loss set out in clause 14.1, such liability shall be limited to the lower of:

- (a) the Fee paid by the Company to the Contractor in relation to the Services giving risk to the loss or damages; or
- (b) an amount in aggregate of \$10,000.

15. DISPUTE RESOLUTION

15.1 **Good faith resolution:** In the event of a dispute arising under this Agreement, the parties shall:

- (a) promptly give full written particulars of the dispute to the other (**Dispute Notice**); and
- (b) in good faith enter into discussions to try and resolve the dispute.

15.2 **Mediation:** If the dispute is not resolved within 10 Working Days of the Dispute Notice, (or any longer period agreed to by the parties), the dispute shall be referred to mediation.

15.3 **Mediation mandatory:** A party must use the mediation procedure to resolve a dispute before commencing legal proceedings.

15.4 **Mediation procedure:** The mediation procedure is:

15.4.1 The parties shall appoint a mediator and if they fail to agree the President of the New Zealand Law Society or the President's nominee will appoint a mediator who is a panel member of LEADR.

15.4.2 The parties shall co-operate with the mediator in an effort to resolve the dispute.

15.4.3 The mediator may engage an appropriately qualified expert to give an opinion on technical matters. The cost will be a mediator's cost (clause 15.4.6).

15.4.4 If the dispute is settled, the parties shall sign a copy of the terms of the settlement. Doc ID:

15.4.5 If the dispute is not resolved within 21 days after the mediator has been appointed, or within any extended time that the parties agree to in writing, the mediation shall cease.

15.4.6 Every party shall pay an equal share of the costs of the mediator's fee and costs including travel, room hire, refreshments etc.

15.5 **Terms of settlement binding:** The terms of settlement will be binding on the parties.

15.6 **Evidence in proceedings:** The terms of settlement may be tendered in evidence in any legal proceedings.

15.7 **No delay:** Neither party shall unreasonably delay the dispute resolution procedures in this clause 15.

15.8 **Exceptions:** This clause 15 does not apply to:

- (a) any dispute arising in connection with any attempted re-negotiation of this Agreement; or
- (b) an application by either party for urgent interlocutory relief.

16. NOTICES

16.1 **Method of notice:** Notices, communication, documents or demands required to be made or served pursuant to this Agreement shall be in writing and signed by the party giving the notice or by any officer or solicitor of that party. Any notices, communication, documents or demands shall be deemed to be duly given or made:

- (a) if delivered by hand, when so delivered;
- (b) if sent by post, on the fifth Working Day after posting;
- (c) if sent by courier, on the date that a receipt of delivery is obtained;
- (d) if sent by email, when acknowledged by the recipient either orally, or otherwise in writing or by return email, where an automated read receipt will be deemed to be acknowledgement, provided that an automated out of office response or other

automated email indicating the original email has not been read will not comprise an acknowledgement.

16.2 Contact details: Notwithstanding anything else in this Agreement, the parties record that any notices, communications, documents or demands shall be given to the parties at the addresses/numbers described in Schedule One.

16.3 Change of contact details: The parties will notify each other in writing of any change to postal, physical address or facsimile number.

17. ENTIRE AGREEMENT

17.1 This Agreement represents the entire agreement and understanding between the parties as to the subject matter of this Agreement and merges all prior discussions between them. Neither party shall be bound by any conditions, definitions, warranties nor representations with respect to the subject matter of this Agreement other than those set out in this

Agreement or contained in writing and signed by a proper and duly authorised representative of each party.

18. MISCELLANEOUS

18.1 Severability: If any provision of this Agreement is found to be illegal, invalid or unenforceable, that provision shall be read down to the extent necessary and reasonable in all circumstances to give it a valid operation or partial character. If any provision cannot be so read down, that provision will be void and severable and the remaining provisions will not in any way be affected or impaired.

18.2 Survivorship: Termination or expiry of this Agreement for any reason (including in the event of misrepresentation) will not affect the rights and obligations of the parties that are intended to survive such termination, and any other provision to the extent required in order to give effect to such provisions.

18.3 Governing Law: This Agreement shall be interpreted in accordance with New Zealand law, and any dispute arising out of the subject matter of this Agreement shall, subject to clause 15, be determined by the New Zealand courts.

18.4 Variation: Any modification to or variation of this Agreement must be in writing and signed by an authorized person of each party.

18.5 Non-circumvent: The Contractor shall not circumvent or attempt to circumvent the provisions and/or intent of this Agreement.

18.6 Counterparts: This Agreement may be executed in counterparts (which may be facsimile or electronic copies) and all of which, when taken together constitute the one document.

INDEPENDENT CONTRACTOR'S AGREEMENT

PARTIES

A. B&M ENTERTAINMENT LIMITED "THE PRINCIPAL"

B.(Full Name) (Address) "THE DANCER"

BACKGROUND

1. The Principal who operates in Auckland and Wellington through GS Entertainment Limited and B&M Entertainment Limited (together known as "The Principal") has the exclusive rights to provide adult entertainment at the establishments known as "THE MERMAID" and "GALAXY CLUB" in Auckland and "THE MERMAID" and "SPLASH CLUB" in Wellington ("The Principal's Venues").
2. The Dancer has specific skills in the areas of pole dancing, exotic dancing, shower shows, lap dancing and other adult entertainment acts, that the Principal views as beneficial to the business conducted by the Principal at The Principal's Venues to utilize ("the additional benefits").
3. Due to recent changes in New Zealand legislation, including but not limited to the Sale and Supply of Alcohol Act 2012, it has been agreed that it is in the interests of all parties to this Agreement that it be updated to reflect the changes in New Zealand legislation and better protect the parties involved.
4. The Principal and the Dancer wish to enter into this new contract for services, to ensure that the Dancer can provide the Principal with the Additional Benefits on the terms and conditions contained in this Contract.

1. STATUS OF PARTIES

1.1 For the avoidance of doubt, this is a contract for services which means that the Dancer is an independent contractor and not an employee of the Principal.

1.2 Nothing in this Contract should be interpreted as being a partnership, or a joint venture, or an employment contract.

1.3 Although the parties acknowledge that the Dancer is an independent contractor, because of the high standards required by the Principal in so far as the entertainment provided to the general public in the Principal's Venues, the Dancer acknowledges and

accepts that she is bound by the strict guidelines for adult entertainment as provided by the Principal and agrees to comply by these at all times.

1.4 As an independent contractor, the Dancer acknowledges and accepts that she is responsible for paying her personal taxes with the IRD for income derived as a result of providing services as detailed in this Contract.

1.5 None of the provisions of the Employment Relations Act 2000 shall apply to, or be implied in this Contract.

2. DANCER'S FEE

2.1 The Dancer acknowledges that her total earnings are based upon tips and fees earned from lap dances and that the Principal is not at any stage required to pay the dancer any form of fee and/or remuneration.

2.2 No minimum amount of income is guaranteed to the Dancer by the Principal, nor should any such minimum income amount be implied from this Contract.

2.3 In consideration of the Principal providing the Dancer with the Principal's Venues from where the Dancer can operate, the Dancer agrees to pay the Principal an Administration Retainer of \$800.00. Payment of this Administration Retainer shall be paid to the Principal by the Dancer agreeing to have the amount of \$10.00 deducted from each Private, VIP or SPA lap dance fee payable to the Dancer, until the retainer is paid in full.

2.4 Should the Principal incur any loss and/or damage directly accountable to the actions of the Dancer, then the Principal is entitled to recoup that loss and/or damage from the Administration Retainer held on behalf of the Dancer.

2.5 Should this Contract be terminated as a result of any misconduct (clause 4.7) on the part of the Dancer, then this Administration Retainer shall be forfeited.

2.6 In the event that a customer disputes the payment of one of the services provided by the Dancer, then any payment to the Dancer shall be withheld by the Principal until the

dispute with the Customer has been resolved. The Principles decision as to whether the fee shall be paid to the Dancer or not, shall be final.

2.7 The Dancer shall ensure that all clients who contract to receive services from the Dancer at the Principal's Venues will pay the fee for those services to the Principal to hold as bare Trustee for the benefit of the Dancer.

2.8 Fees held by the Principal in accordance with clause 2.7 are to be dealt with only as the Dancer directs, however the Dancer acknowledges that the fee/s will be subject to deduction by the Principal of administration fees, service charges, penalties and any other charges as set out in this Agreement, before being released to the Dancer.

2.9 The Dancer will ensure that she delivers to the Principal's customers what the customer expects, what the Principal has advertised to the public they can expect and to keep the quality of entertainment at its highest in keeping within the rules. The Principal will then be assured its customers will be happy to return. The Principal requires the Dancer to also be professional at all times. Any changes of schedule will result in the Principal being required to undertake additional administration work which the Dancer shall be charged for as follow:

- Overtime charge for room use	\$50
- Lost customer due to punctuality	\$50
- Absent without the required notice or leaving early	\$360
- Late to shift	\$30
- Late back from break	\$30
- Un-authorized break	\$30
- Late or missed stage spot	\$30
- Intoxication	\$180

3. DANCER'S DUTIES

3.1 During the term of this Contract, the Dancer agrees to be bound, observe and perform by the following duties and obligations:

- 3.1.1 To carry out and provide adult entertainment as required by the Principal on the nights and/or at the times as will be set out in the weekly rosters prepared by the Principal and provided to the Dancer. Despite the Principal's best intentions to utilise the services of the Dancer as much as possible, absolutely no guarantee as to bookings and/or weekly rosters shall be given by the Principal, nor should any be implied.
- 3.1.2 The Dancer undertakes to at all times observe the Principal's goal of ensuring that the Principal's Venues in Auckland and Wellington are the most successful premier strip clubs.
- 3.1.3 To ensure compliance with the Principal's goals, the Dancer undertakes to read and update herself on the Dancer's manual which shall be available at all times at the Principal's Venues.
- 3.1.4 The Dancer acknowledges that the terms and conditions of this contract are confidential and are not to be discussed with 3rd parties both during the term of this Agreement and following its termination.

3.2 The Dancer also acknowledges that from time to time she shall become privy to certain confidential information regarding the operation, management and business operations of the Principal and the Principal's Venues. The Dancer acknowledges that this information constitutes Intellectual property which will at all times, both during the term of this Agreement and following its termination, remains the sole and exclusive property of and owned by the Principal and the Principal's Venues. Any disclosure of this Confidential Information to any third party by the Dancer will result in serious repercussions for the Dancer. This means that absolutely no form of information obtained in or through the Principal's Venues can be copied, downloaded onto a zip drive, photographed or transferred to or disclosed to any third party, without the prior written consent of the Principal. Breach of this covenant by the Dancer will entitle the Principal to Liquidated Damages as provided in Clause 4.8 of this Agreement.

3.3 The Dancer shall not and is expressly prohibited from either personally or together with any one or more Dancers or Contractors or Employees of the Principal or any third party, directly or indirectly engage in any form of commercial sexual services (as defined in the Prostitution Reform Act 2003) with any one or more of the Principal's Customers or

Contractors, either on the premises of the Principal's Venues or anywhere outside the premises of the Principal's Venues including the Dancer's private home. Breach of this covenant by the Dancer will entitle the Principal to Liquidated Damages as provided in Clause 4.8 of this Agreement.

4. ACKNOWLEDGMENTS BY THE DANCER.

4.1 The Dancer acknowledges and accepts the following:

- 4.1.1 This contract can be terminated by either party giving to the other party four weeks written notice.
- 4.1.2 Should the Dancer require time off during the term of this Contract, then the Dancer must give a minimum of two weeks' notice of her request for leave. Once received, the Principal shall at its absolute and unfettered discretion determine whether the Dancer can be excused from performing her services based upon the availability of other Dancers to cover for her.
- 4.1.3 Should the Dancer want to terminate this Contract, the dancer must give two weeks notice and will also be required to perform 3 shifts per week for two weeks, in order to receive the Administrative Retainer as stated in clause 2.3. This does not include time being on leave or on suspension.
- 4.1.4 The Dancer shall at all times be responsible for any loss and/or damage to the Dancer's personal belongings. The Principal provides absolutely no protection to the Dancer for her personal belongings and recommends to the Dancer to ensure that all money is kept out of sight at all times and that tips are handed in promptly.
- 4.1.5 The Dancer acknowledges that a locker is provided to her by the Principal to enable her to keep all her personal effects secure. The Principal takes no responsibility for any loss of any of the Dancers property in any event.

4.2 The Principal confirms its commitment to:-

Ensuring the safety of all staff and other members of the public; and
Provide and maintain a safe work environment; and

Provide and maintain full health and safety of staff at work; and Develop procedures to deal with emergencies.

As such, the Dancer acknowledges that she also has a responsibility to observe safe work practices, rules and instructions relating to their work at all times. In this regard the Dancer acknowledges and accepts that under no circumstances can the dancer perform any form of entertainment whilst pregnant. Whether or not the Principal decides to terminate this Contract on receipt of notice of pregnancy, or simply suspend it until further notice, shall be at the sole and unfettered discretion of the Principal, whose decision shall be final.

4.3 The use of, or possession of any illegal substances on the part of the Dancer will result in the immediate termination of this Contract and the forfeiture of the Administration Retainer. The Principal also reserves its right to report such an incident to the police.

4.4 The Dancer agrees not to work for or with any other Competitor of the Principal during the term of this Contract, unless the Principal has given prior written approval to do so. The Dancer also acknowledges and accepts that without the prior written consent of the Principal, she shall be prohibited from working for or with any business competitor or setting up in direct competition with the Principal within a radius of 10 kilometers of any of the Principal's Venues where the Dancer has performed and this restrictive covenant shall remain in full force for a period of TWO (2) years following termination of this Contract as a Dancer. The Dancer also acknowledges that she has been paid valuable consideration for agreeing to this restrictive covenant.

4.5 The Dancer acknowledges and accepts that the Principal may require the Dancer to allow publicity photographs to be taken of her by a professional photographer and AE Management senior staff, the Dancer accepts that such photographs shall only be used by the Principal for marketing purposes and will be entirely at the Principal's expense. The Dancer also acknowledges and accepts that these photographs shall remain the property of and owned by the Principal.

4.6 The Dancer acknowledges that various agents including talent agencies may be introduced to the Dancer by the Principal and/or its agents and servants, or a chance meeting at the Principal's Venues may occur. Notwithstanding such introductions, the Dancer acknowledges and accepts that such introductions and/or chance meetings at the

Principal's Venues are part of the Principal's core business and that these parties shall be deemed trade clients, which means they form part of the Principal's intellectual property and as such are owned by the Principal. This precludes the Dancer from making any direct contact with these parties without the prior written consent of the Principal.

4.7 The Dancer acknowledges that the happening of one or more of the following events shall entitle the Principal to terminate this Contact immediately and for the Dancer to forfeit the Administration Retainer:

- a. Continued violations of company agreement;
- b. Insubordination;
- c. Frequent absenteeism;
- d. In-ability to co-operate with fellow staff members;
- e. Disrespect to Customers;
- f. Intoxication in or around the Establishment premises, whether performing or during nights off;
- g. Any drug use or dealing of drugs in or around company premises;
- h. Theft of customers, co-workers or company property;
- i. Willful damage to customers, co-workers or company property;
- j. A bad attitude.

4.8 The Dancer acknowledges that she has been paid valuable consideration to agree to be bound by the confidential information, the prohibition against personal gains and the restraint of trade covenants in this agreement and accepts that any breach of one or more of these covenants will result in loss to the Principal and will entitle the Principal to seek and obtain Liquidated Damages from the Dancer up to an amount not exceeding TEN THOUSAND DOLLARS (\$10,000.00)

THE DANCER HEREBY CERTIFIES THAT THE DANCER HAS READ AND FULLY UNDERSTOOD THE TERMS AND CONDITIONS OF THIS CONTACT. THE DANCER ALSO CERTIFIES THAT SHE IS NOT AWARE OF ANY LAWFUL REASON WHY THE DANCER SHOULD NOT BE ON THE PREMISES AS PART OF THE DESCRIPTION

"DANCERS" HAVING REGARD TO ALL NEW ZEALAND LEGISLATION, INCLUDING BUT NOT LIMITED TO THE SALE AND SUPPLY OF ALCOHOL ACT 2012 AND THE IMMIGRATION ACT 2009.

HEALTH AND SAFETY AT WORK POLICY

1. Organization

Commitment

The health and safety of all contractors is of primary importance to AE Management Limited. We are committed to providing a work environment that is safe and free from risk to the health and wellbeing of all contractors and other visitors to the workplace.

2. Policy Objectives

AE Management Limited will conduct its activities in accordance with these objectives and provide a work environment that:

- Makes safety a priority for management and contractors;
- Takes reasonable and practicable steps to ensure exposure to health and safety risks are eliminated or minimized;
- Complies with the Health and Safety at Work Act 2015 (HSWA)
- Actively encourages the reporting of work health and safety issues;
- Builds safety awareness and understanding amongst all contractors;
- Ensures all contractors are provided initial and refresher training as required by current operating procedures and legislative requirements;
- Strives for continuous improvement by actively reviewing industry best practice and applying this to the workplace; and
- Ensures all contractors are fit for duty and capable of undertaking their assigned work tasks in a safe manner.

3. Responsibilities

Work health and safety is both an individual and shared responsibility for all managers, supervisors and contractors. Together, managers and contractors will endeavour to reach consensus through the consultation process. We all have a duty of care to ensure that

our health and safety responsibilities are met and the policy is enacted in this workplace. The following responsibilities are essential to the success of this policy:

3.1 Management Commitment

Managers and supervisors are responsible (within the scope of their authority and area of responsibility) for:

- Actively consulting with all stakeholders in the maintenance of a safe workplace;
- Integrating health and safety at work into all aspects of the workplace;
- The provision of appropriate resources to meet the objectives of this policy;
- Promoting communication about health and safety at work as a normal component of all aspects of work;
- Ensuring the provision of any safe machinery, tools and personal protective equipment if required; and
- Taking effective and timely action to ensure a healthy and safe workplace is maintained.

3.2 Contractors Commitment

Contractors are responsible for:

- Working, and encouraging others to work, in a healthy and safe manner;
- Cooperating with, supporting and promoting health and safety in the workplace;
- Reporting or rectifying any unsafe conditions that comes to their attention;
- Ensuring compliance with work health and safety instructions;
- Using personal protective equipment if the equipment is provided by the company and the contractor is properly instructed in its use; and

Ensuring they do not willfully place at risk the health and safety of any person, including themselves, at the workplace.

I/We have committed to this policy and its implementation to ensure a healthy and safe work environment.

INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN WHITEHOUSE ENTERTAINMENT LIMITED (hereinafter referred to as the Company) **AND**

_____ (hereinafter referred to as the Contractor)

1. SERVICE

1.1 The Company hereby engages the Contractor to provide services as detailed in Annex B 1.2 Reporting and responsible to Faye Yap (Hereinafter referred to as the Supervisor/Manager) 1.3 The Contractor agrees to provide the services detailed in

Annex B in accordance with the terms and conditions of this contract.

1.4 The Contractor agrees in all respects company with the directions, responsibilities and policies detailed of the Manager.

2. TERMS OF THE CONTRACT

2.1 The employer and Contractor agree that the term of this agreement shall commence on _____

2.2 Either party may terminate the contract at any time.

3. HOURS AND DAYS OF WORK

3.1 The company shall consult the Contractor to make mutually acceptable arrangements for work hours. Because of the nature of the company's business, seasonal fluctuations are such that the company cannot guarantee hours of work.

4. SERVICE FEE

4.1 The Contractor shall be paid in New Zealand dollars.

4.2 The Contractor is responsible for their own IRD tax and ACC payments.

5. ANNUAL HOLIDAYS

5.1 There is no annual holiday entitlements with Contractors.

6. STATUTORY HOLIDAYS

6.1 As a Contractor you agree to be available if required on a Statutory Holiday. The service fee rate remains the same as an ordinary day of service providing.

6.2 Where a Contractor is requested to provide service on a day on which a public holiday is observed, no added day off will be given.

7. SICK LEAVE

7.1 There is no sick leave entitlement to a Contractor.

8. BEREAVEMENT LEAVE

8.1 There is no bereavement leave entitlement to a Contractor.

9. TERMINATION OF EMPLOYMENT

9.1 The contract may be terminated by either party by giving two (2) weeks notice in writing. 9.2 The provisions in 9.1 shall not prevent the Company from instantly (summarily) terminating the contract without notice in the case of serious misconduct, dishonesty, or other breaches of the Company rules (see Annex A).

Page 1 of 6 Initial____

10. REDUNDANCY PROVISIONS

10.1 There is no provision for redundancy to a Contractor.

11. GENERAL

11.1 On termination of the contract whether by the Contractor or by the Company, the Contractor must immediately deliver to the company all property and information of the company, including access swipe, all books, records, software, documents, plans, letters, papers, client information and other material of every description (including all copies of, or extracts from the same) whether written, contained on magnetic tape or disk, or stored in a computer or otherwise, within the Contractors possession or control relating to the affairs, business, property or clients or investors of the company its related companies, stockholders, customers, or clients.

11.2 The Contractor agrees to abide by the Company Rules as set out in Annex B of this document, policies and procedures. These rules may be changed or varied from time to time at the discretion of the Company.

11.3 The terms and conditions set out in this contract replace any previous contract, agreements and understandings *including those implied by custom and practice that may have existed). 11.4 Except in an emergency personal phone calls are not to be made or received at work. Toll calls in these circumstances may only be made with the permission of Manager. .

12. SMOKING

12.1 In accordance with the Smoke-free Environment Amendment Act 2003 smoking will not be permitted anywhere in the workplace.

12.2 Any breach of the Smoke-free Environment Act 2003 will be deemed to be serious misconduct as outlined in Annex B.

13. RESTRAINT OF TRADE/INTELLECTUAL PROPERTY

13.1 The Contractor acknowledges that in the course of their contractual arrangement with the Company, they gain knowledge of or will become familiar with trade secrets such as dance routines, dance ideas, costumes design, costume ideas and other information deemed of special interest and providing a competitive edge to the Company and its business.

13.2 Due to the specialist and competitive nature of the industry the Contractor agrees that for a period of 6 months after contract ceases with the Company, the “restraint period” and anywhere in the North Island, the “restraint area” the Contractor shall not directly or indirectly own any interest in, manage, control, participate in, and or consult or render services to any business or any personal that is in direct competition to the Whitehouse.

13.3 The Contractor confirms that they consider these restrictions to be reasonable in all circumstances. However, if a court finds any of them to be unenforceable, both parties agree to accept any modification of the restraint period and restraint area required to make the restriction enforceable. Any modification will not affect the validity of the remaining part, terms and provisions of this agreement.

Page 2 of 6 Initial ____

14. DECLARATION

14.1 I, (full name) declare that I have read and understood the conditions detailed above and accept them fully. I further declare that I have read (or had explained to me to my satisfaction) Annexes A and B, and accept them.

14.2 The Contractor

Signature Date

14.3 Whitehouse Entertainment Limited

Signature Date

Position

Annexes: A: Company Rules for Contractors

B: List of services

Page 3 of 6 Initial____

ANNEX A

COMPANY RULES

All organisations have rules and we believe it is in everyone's interest to be aware of them from the commencement of their services. Just as important, is to know what action will be taken if there is an infringement of these rules. These rules may be updated from time to time.

Please read carefully as you will be asked to acknowledge that you have read and understood them **SERIOUS**

MISCONDUCT:

Breaches of the following may result in instant termination of the contract:

- Falsification of Company records

- Falsification of timesheets or providing false information as to hours worked • Misuse of fire and safety equipment
- Deliberate acts adversely affecting hygiene, safety or quality of products or service • Unauthorised disclosure of classified Company information
- Misrepresenting the Company for personal gain
- Sexual harassment
- Refusing or failing to carry out lawful instruction of your employer or Supervisor/Manager • Walking off the job contrary to specific lawful instructions
- Unauthorised possession of Company property/monies, or the removal of Company property/monies without authority to do so
- Consumption or under the influence of drugs or alcohol, or drinking while on rostered duty except where the express approval is provided by the employer
- Allowing any stock to leave the premises before the approved documentation procedures have been implemented
- Deliberate use of abusive or offensive language causing offense to another person while on Company property or on Company business
- Gambling on the premises
- Use or possession of non-prescription drugs on the premises
- Failing to process or to account for all monies handled
- Any deliberate action which results in the injury of another employee or is likely to cause such
- Possession or removal of another employee's property without that employee's permission
- Falsifying application forms, references, medical or birth certificates, accident claim forms, or other similar documents
- The unauthorised discounting of products or services to customer or staff either by altering the normal selling price, or the giving away of the same.
- Conviction of any criminal offence while employed by the Company
- Failing to follow staff purchases procedure
- Failing to comply with search procedure
- Down loading, transmitting or posting offensive information from the internet or other source • Smoking anywhere in the workplace
- Any breaches of, or conviction of any offence against the Sale of Liquor Act

Page 4 of 6 Initial ____

ANNEX A

MISCONDUCT:

The following items constitute an infringement of the Company policy and termination of the contract could result after a first written warning for the first offence and a final written warning after the second offence.

Breaches of the following may result in a warning or termination of the contract:

- Failing to comply with time recording procedures
- Posting offensive notices within Company premises
- Preventing, or interfering with, another employee and/or Contractor from carrying out their duties
- Failure to report a fire
- Failure to report a work related accident

- Absenteeism or failure to report inability to attend work
- Persistent lateness
- Leaving your assigned workplace during working hours without the permission of the employer or Supervisor
- Misuse of equipment, deliberate damage or wastage of Company property including product • Entering or leaving premises other than through the entrance designated by the employer, Supervisor or Manager
- Lack of application to assigned task
- Failure to follow the Correct “locking up” procedures
- Sleeping whilst on duty
- Failure to follow the personal phone calls procedure
- Failure to meet Company dress or grooming standards when a specific standard is required due to position.

NOTE: For all work rules, where there is negligence or an act is carried out by an employee that is not specifically covered by these rules, but is of a similar nature, the company reserves the right to implement the disciplinary procedure.

Page 5 of 6 Initial____

ANNEX B

LIST OF SERVICES

Non-Contact Lap Dance	Dancer Charge	Contact Lap Dance	Dancer Charge
10 Minutes	\$36	10 Minutes	\$72
15 Minutes	\$42	15 Minutes	\$84
20 Minutes	\$48	20 Minutes	\$96
30 Minutes	\$60	30 Minutes	\$120
40 Minutes	\$72	40 Minutes	\$144

50 Minutes	\$84	50 Minutes	\$168
60 Minutes	\$96	60 Minutes	\$192

Non-Contact Nude Pool	Dancer Charge	Contact Nude Pool	Dancer Charge
20 Minutes	\$42	20 Minutes	\$84
40 Minutes	\$60	40 Minutes	\$120
60 Minutes	\$90	60 Minutes	\$180

Other Services	Dancer charge
Out Booking	\$70
Strip-O-Gram	\$120
Set Up	\$100
Nude Spa	\$200
Sensuous Massage	\$250
Sensuous Spa	\$300

Whitehouse Entertainment Limited Handbook OVERVIEW

HOW TO USE THIS HANDBOOK

Welcome to Whitehouse Entertainment Limited. We are committed to complying with our obligations and to promote a healthy and safe workplace for everyone. We are confident that you share our commitment to this, and we ask that you read the contents of this Handbook carefully and ensure that you comply with all policies and procedures that are applicable to you.

This handbook (**the Handbook**) is designed both to introduce you to Whitehouse Entertainment Limited and served as a part of your service agreement with us. It is to be of continuing use during your engagement.

This Handbook contains two parts as set out below.

PART A: CONTRACTOR HANDBOOK

Part A contains the Contractor Handbook, which sets out our policies and procedures relating to your performance.

The Contractor Handbook applies to all of our contractors. If you are not a contractor, you may still be required to comply with certain policies in the Handbook, as set out in your individual agreement of engagement with Whitehouse Entertainment Limited.

PART B: HEALTH AND SAFETY HANDBOOK

Part B contains the Health and Safety Handbook. Health and Safety in the workplace is everyone's responsibility. Therefore, the Health and Safety Handbook applies to you **and any other** workers of Whitehouse Entertainment Limited. Other workers include contractors, contractors and volunteers.

OVERVIEW

PART A: CONTRACTOR HANDBOOK

Contractor Handbook

WHITEHOUSE ENTERTAINMENT LIMITED HANDBOOK MAY 2020 A-1

1 INTRODUCTION

1.1 WELCOME

Whitehouse Entertainment Limited would like to wish you every success during your contract period, whether you recently joined or whether you are an existing contractor. It is hoped that your experience of working with us is positive and rewarding.

1.2 PURPOSE OF THE CONTRACTOR HANDBOOK

This part of the Handbook contains the Contractor Handbook. It sets out the company's rules and regulations, the policies and procedures relating to your contractor service and contains information on your benefits and protections. If you require any clarification or additional information, please speak to the manager. All contractors are required to comply with this Contractor Handbook (and the Health and Safety Handbook in Part B of this Handbook). Therefore, we ask that you read the content carefully as you may be subject to appropriate disciplinary action (up to and including termination of the agreement) in the event that you breach this Contractor Handbook.

1.3 PRINCIPLE OF EQUALITY

The company is committed to providing equal opportunities and the principle of equality in accordance with relevant legislative provisions. We are confident that you share our commitment in implementing these policies.

We will not tolerate any unlawful discriminatory act or attitude in the course of your service or in your dealings with our Customers, suppliers, contractors, members of the public or fellow colleagues. Acts of unlawful discrimination, harassment or victimisation will result in disciplinary action.

1.4 GENERAL

Amendments to this Contractor Handbook will be issued from time to time.

This Contractor Handbook forms part of your service agreement and shall be read and agreed conjointly with your service agreement when signing it off. The Contractor Handbook will be used in interpreting your rights and obligations under your terms of agreement

2 JOINING THE ORGANISATION

2.1 HOURS OF WORK

You will be required to perform your service within the company's operation hours from Monday to Sunday. Currently, the usual business hours are Monday and Tuesday from 7.00pm to 4.30am, Wednesday and Thursday from 7.00pm to 6.30am, Friday and Saturday from 7.00pm to 7.00am and Sunday from 8.00pm to 4.30am. These hours may change from time to time.

2.2 BREAKS AND SMOKING BREAKS

You will be given two breaks (15 minutes each) in one complete shift. Due to the nature of the business, the contractor has to take the break one at a time and with consulting of the manager. After every one hours service, the contractor will be allowed for one 10 minutes smoking break, one contractor at a time also with consulting of the manager.

2.3 INDUCTION

At the start of your contract service, you may be required to complete an induction programme, during which all of our policies and procedures (including those relating to health and safety in Part B of this Handbook) will be explained and/or provided to you, as necessary. Information relating to these will be given to you at the induction.

2.4 PERFORMANCE EXPECTATION

Amendments may be made to your performance expectation from time to time in relation to the company's changing needs and your own ability.

2.5 PERFORMANCE AND REVIEW

The company's policy is to monitor your service performance on a continual basis so that we can maximise your strengths and help you better understand the business needs and satisfy the terms of the agreement for both parties.

2.6 CONVICTIONS AND OFFENCES

During your agreement period, you are required to immediately report to the Manager any convictions or offences with which you may be potentially or have been charged.

3 SERVICE FEE

3.1 ADMINISTRATION

i) Service fee

Service Fee will be collected on Tuesday and Friday each week from 3.00 pm to 4.30 pm only. You are personally obligated to collect your service fee. Public holiday may differ and you will be advised by management.

ii) Taxation

As a contractor, you are responsible for your own tax obligation and ACC claim. The company will not file any tax with IRD on your behalf, or accept any claim from ACC.

3.2 STAND DOWN

The manager may send you home where there is no useful work for you to do, such as during:

- breakdown of equipment

- a cause which the company cannot reasonably be held responsible, such as natural disaster This list is not exhaustive.

4 SAFEGUARDS

4.1 RIGHTS OF SEARCH

We have the right to carry out searches of you and your property (including vehicles) whilst you, or your property, are on our premises or during the performance of your service.

Where practicable, searches will be carried out in the presence of a colleague of your choice who is available on the premises at the time of the search.

You may be asked to remove the contents of your pockets, bags, vehicles, etc.

Whilst you have the right to refuse to be searched, such refusal will constitute failure to follow a reasonable management instruction, which may result in disciplinary action being taken against you.

We reserve the right to call the police at any stage.

4.2 COMPUTER AND MOBILE DEVICE POLICY

i) Use of personal mobile device

- Your personal mobile device will be handed over to the reception before the commence of each of your service.
- Personal mobile phones, mp3 players and other personal devices should not be used during work time, other than in emergencies.

ii) Virus protection

To prevent the introduction of virus contamination into the software system, the following rules must be observed:

- unauthorised software including public domain software, magazine cover disks/CDs, applications, or internet downloads must not be used on any company computer or device
- all software must be virus checked using standard testing procedures before being used

iii) Use of computer equipment

In order to control the use of the Company's computer equipment and reduce the risk of contamination, the following rules will apply:

- only authorised people are permitted access to the company's computer equipment
- only software that is used for business applications may be used on the company's computer equipment
- no software may be brought onto or taken from the company's premises without prior authorisation
- no unauthorised access to computing facilities
- no unauthorised copying and/or removal of computer equipment and/or software

iv) Internet policy

The purpose of this policy is to provide a framework to ensure that the expectations and rules relating to the use of the internet while performing duties for the Company are clear.

Authorised people are encouraged to make use of the internet as part of their professional activities. This includes, but is not limited to, accessing the internet on office and DJ room devices. Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in the company's name. Where personal views are expressed, a disclaimer stating that this is the case should be clearly added to all correspondence.

The availability and variety of information on the internet means that it can be used to obtain material reasonably considered to be offensive. The use of the internet to access and/or distribute any kind of offensive material, or material that is not service-related may result in disciplinary action.

The company will not tolerate the use of the internet at the venue for unofficial or inappropriate purposes, including:

- accessing websites which put the company at risk of viruses, compromising copyright or intellectual property rights
- using company devices to access the internet for inappropriate or illegal purposes
- using social media in breach of the company's social media policy
- accessing the company's internet on personal devices
- connecting, posting or downloading any information unrelated to their service and, in particular, pornographic or other offensive material
- engaging in computer hacking and other related activities, or attempting to disable or compromise the security of information contained on the company's computers

You are reminded that these activities may constitute a criminal offence.

v) Monitoring

The company considers any and all data created, stored or transmitted on their systems as company product and as such, expressly reserves the right to monitor and review any data including your usage and history, on an intermittent basis without notice.

In addition to this, the company has the right to protect its business interests and confidentiality. This includes the right to survey, audit and/or monitor their systems, including but not limited to:

- monitoring sites users visit on the internet
- monitoring time spent on the internet
- reviewing material downloaded or uploaded
- reviewing emails sent and received

For the avoidance of doubt, the company reserves the right to monitor all internet and email activity by you for the purposes of ensuring compliance with the company's policies and procedures and for ensuring compliance with the relevant regulatory requirements and you hereby consent to such monitoring. Information acquired through such monitoring may be used as

evidence in disciplinary proceedings.

WHITEHOUSE ENTERTAINMENT LIMITED HANDBOOK MAY 2020 A-6
WHITEHOUSE ENTERTAINMENT LIMITED HANDBOOK MAY 2020

4.3 SOCIAL MEDIA

Any company related issue or material that could identify an individual who is a customer/Customer or colleague, which could adversely affect the company, a customer/Customer or the Company's relationship with any customer/Customer must not be placed on any social networking site.

This means that, unless otherwise authorised, company related matters must not be placed on any such site at any time either during or outside of working hours and this includes access via any mobile computer equipment, including mobile phone or other device

Likewise, you are strictly prohibited from using social media (whether on the company's devices or their own personal device) during work time.

Any breach of this policy may result in disciplinary action.

4.4 SURVEILLANCE

Surveillance may be conducted in the venue. If you are a new contractor, the surveillance may already be in place and could start immediately on commencement of work.

Surveillance may be conducted using:

- Internet usage recording devices, such as data capture, web browsing and email history captured on servers, and keystroke recognition
- any form of visual recording devices including all types of camera, such as CCTV cameras • any form of audio recording devices
- electronic recording devices in any part of the venue

The surveillance may be conducted at any time and any people at the venue may be subject to surveillance. The surveillance may be continuous or intermittent at the company's discretion and will be ongoing. The company may, at their discretion, disclose the surveillance records for any reason that is not barred by privacy legislation.

You may consult with the company regarding any concerns about the surveillance. All cameras are visible and recording devices (including cameras) will not be placed in bathrooms or change rooms.

The purpose of the surveillance is to ensure the safety and security of contractors, visitors, and property. The company reserves the right to review and use the CCTV in disciplinary proceedings.

4.5 BUILDING/VENUE ACCESS

The following may only occur with the express permission of the General Manager: • access to the building outside of normal business hours.

- providing building access to visitors outside of normal business hours.
- having your spouse, partner, boyfriend or girlfriend visit you during normal business hours. • accessing the business' premises during a unscheduled time;

Failure to adhere to this building access policy is considered to be serious misconduct and may result in disciplinary action up to and including termination of your agreement with the company

5 STANDARDS

5.1 WASTAGE

We maintain a policy of "minimum waste", which is essential to the cost-effective and efficient running of the Business.

You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc. The following points are illustrations of this:

- handle machines, equipment and stock with care
- turn off any unnecessary lighting and heating
- keep doors closed whenever possible
- start with the minimum of delay after arriving for work and after breaks

Further:

- any damage to property that is the result of your carelessness, negligence or deliberate vandalism may render you liable to pay the full or part of the cost of repair or replacement
- any loss to the company that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of service, may render you liable to reimburse to us the full or part of the cost of the loss

5.2 DRESS AND APPEARANCE

Consistent with the culture of the company, you will be expected to present a professional image with regard to your appearance and standards of dress and maintain excellent standards of personal hygiene at all times.

If you commence your service in a manner that does not comply with this policy, the management may advise you that you are not dressed or groomed appropriately to perform your service. As a result, you may be sent home.

Any deliberate or persistent breaches of this policy may result in disciplinary action including termination of the agreement.

If you are in any doubt whether any aspect of your appearance or attire is appropriate for your service, you should contact management.

6 GENERAL TERMS AND PROCEDURES

6.1 CHANGES IN PERSONAL DETAILS

You must notify the company of any changes in your personal details including but not limited to your name, address, telephone number, emergency contact so that we can maintain accurate records.

6.2 CONTRACT OR AGREEMENT AT OTHER PLACES

You are expected to devote the whole of your time and attention during service hours to our business. If you propose taking up additional contract or agreement with an company or pursuing separate business interests or any similar venture, you must discuss the proposal with the company in order to establish the likely impact of these activities on both yourself and the company. You will be asked to give full details of the proposal and consideration will be given to:

- working hours
- competition, reputation, and credibility
- conflict of interest
- health, safety, and welfare

You will be notified in writing of the company's decision. The company may refuse to consent to your request. If you work without consent this could result in disciplinary action.

If you already have any other contract/agreement or are considering any additional contract/agreement, you must notify the company so that we can discuss any implications arising from such contract/agreement, i.e. working time, health and safety issues or conflicts of interest.

You may not under any circumstances, whether directly or indirectly, undertake any other duties of whatever kind during your hours of work with the company or whilst on company premises.

6.3 LOST PROPERTY

We do not accept liability for any loss of, or damage to, or valuable property that you bring onto the premises. You are requested to take all your personal belonging home at the end of each shift.

6.4 SERVICE PERFORMANCE EXPECTATION

You should use your best endeavours to promote the interests of the company and shall, devote the whole of your service time, attention and abilities to the company and its affairs.

Any involvement in activities which could be construed as being in competition with the company is not allowed.

7 CAPABILITY PROCEDURE

7.1 INTRODUCTION

We recognise that during your contract time with us you may find yourself less capable of conducting your service. This might commonly be because either the performance expectation changes over a period of time and you fail to keep pace with the changes, or you change (perhaps because of health reasons) and you can no longer cope with our performance expectation.

7.2 PERFORMANCE EXPECTATION CHANGES/GENERAL CAPABILITY ISSUES

If we have general concerns about your ability to perform or if the nature of your service changes, we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.

If there is still no improvement after a reasonable time and we cannot alter the terms of agreement with you, or if your level of performance has a serious or substantial effect on the company to its detriment, your agreement with us will be terminated with the appropriate notice.

8 DISCIPLINARY PROCEDURE

8.1 INTRODUCTION

This policy sets standards of performance and behaviour expected by the company. The policy aims to help promote fairness and order in the treatment of individuals. It is the company's aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals where they are failing to meet the required standards, and not be seen merely as a means of punishment. We reserve the right to amend these rules and procedures where appropriate.

Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case.

The following rules and procedures should ensure that:

- you are fully aware of the standards of performance, action and behaviour required of you
- you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case
- you will not normally be dismissed for a first breach of discipline, except in the case of serious misconduct
- if you are disciplined, you will receive an explanation of the penalty imposed

On some occasions temporary suspension may be necessary in order that an uninterrupted investigation can take place. This should not be regarded as disciplinary action or a penalty of any kind.

8.2 DISCIPLINARY RULES

It is not practicable to specify all disciplinary rules or offences that may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the specific examples of unsatisfactory conduct, misconduct and serious misconduct shown in this policy, a breach of other specific conditions, procedures and practices set out elsewhere in this Contractor Handbook or that have otherwise been made known to you, will also result in this procedure being used to deal with such matters. Consequences for the misconduct is at the manager's discretion.

8.3 RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT

You will be liable to disciplinary action if you are found to have acted in any of the following ways:

- failure to abide by the company's health and safety policies and procedures and your general health and safety responsibilities
- absenteeism and/or lateness including no show, late, home early.
- unsatisfactory standards or output of service, including failure to advise the manager or DJ for a booking, missing a stage spot or girls on poles, showing lack of commitment towards the successful running of the business.
- rudeness towards customers, members of the public or your colleagues, objectionable or insulting behaviour, harassment, bullying or bad language, including demanding tips from the customers, misconduct with customers, excessive argument with the customer and staff.
- the contractor can accept tips and gifts from customers but are not allowed to ask customers for tips and gifts. This includes money and personal items.
- failure to carry out all reasonable instructions or follow our rules and procedures
- lose control of your action and behaviour
- not perform the show at an acceptable and satisfied level or disobey order given by the management • use unauthorized music in the show
- customers of the company have inclusive access to all contractors. Contractors are not exclusive to a customer and customers are not exclusive to a contractor.
- do not follow the service rules when engaging the customers (e.g. allow customer to touch between the legs, no touching service touched etc.)
- do not follow the rules relating to the service (e.g. naked prior to the completion of the first song whilst performing a lap dance. Upon completion on your lap dance, pool game and spa service etc. you must collect all glasses, empty bottles, and ensure the room tidy before leaving)
- do not follow dressing rooms rules: dressing rooms and backstage must always be kept clean and tidy. They must not be cluttered, and any glasses and cups must be cleaned and returned to the bar. No food is to be left in the dressing rooms. The stage wings must always be clear. Any personal property found left in the backstage and dressing room will be disposed.
- Smoking in the Whitehouse other than the smoking zone
- The chewing of chewing gum within the Whitehouse premises
- The use of a customer's credit card without their permission is not permitted
- Take any photo shoots with customers at the venue.
- The contractor who turn down a booking because they do not feel comfortable should do so in an impolite and disrespectful manner

This list is not exhaustive.

8.4 SERIOUS MISCONDUCT

Occurrences of serious misconduct are significant because the penalty may be termination without notice, even without any previous warning being issued. It is not possible to provide an exhaustive list of examples of serious misconduct. However, any behaviour or negligence resulting in a fundamental breach of your contractual terms that irrevocably destroys the trust and confidence necessary to continue the agreement relationship will constitute serious misconduct. Examples of offences that will normally be considered to be serious misconduct include serious instances of:

- theft or fraud
- physical violence or bullying
- deliberate damage to property
- deliberate acts of unlawful discrimination or harassment
- excessive alcohol intake before or throughout a shift
- possession, or being under the influence, of illegal drugs in the premises
- breach of the company's health and safety policies and procedures and your general health and safety responsibilities or any actions that endangers the lives of, or may cause serious injury to, contractors or any other person
- providing unauthorised persons with access to the Whitehouse building
- conduct that affects or in the company's reasonable opinion is likely to prejudice the reputation of the company.
- engaging in unlawful behaviour at any time or at any place.
- conviction of a criminal offence (other than a road traffic offence for which a non-custodial penalty is imposed).
- excessive breaches of the company's attendance rules resulting in repeated penalties being claimed^{WHITEHOUSE}

WHITEHOUSE ENTERTAINMENT LIMITED HANDBOOK MAY 2020

9 GRIEVANCE PROCEDURE

9.1 INTRODUCTION

The aim of this policy is to provide you with a procedure in which to raise personal grievances, including those about harassment or discrimination, with a view to resolving those issues.

A personal grievance is a serious concern or dispute in relation to:

- dismissal
- action taken by the Company against a contractor
- alleged discrimination
- alleged sexual harassment
- alleged racial harassment
- alleged duress a contractor has been subject to in relation to membership or non-membership of a union or contractor association

You may, however, have less serious complaints which should be referred to management at first instance.

The company expressly reserves the right to deal with any complaints as it sees fit on a case by case basis. The company may also, at its sole discretion, decide that a matter raised by a contractor is more properly categorised as a complaint and deal with it as such.

This policy explains what to do if you have a personal grievance. Any personal grievance raised will be treated in confidence and can be made without fear of reprisal.

9.2 YOUR ENTITLEMENTS

Where you have a grievance, you are entitled to have this matter addressed in accordance with the procedure set out below.

There are two ways in which you may try to resolve your grievance:

- through an informal resolution procedure, aimed at trying to resolve the grievance rather than proving whether or not the conduct complained of occurred
- through a formal personal grievance resolution procedure, aimed at determining whether the matter complained of did in fact occur and taking appropriate action resolve the issue

Although the company encourages you to attempt to resolve any grievances informally at first instance, it is recognised that this may not always be possible or appropriate in the circumstances. You may elect at any time to commence the formal resolution process outlined below.

WHITEHOUSE ENTERTAINMENT LIMITED HANDBOOK MAY 2020 A-15
WHITEHOUSE ENTERTAINMENT LIMITED HANDBOOK MAY 2020

9.3 YOUR RESPONSIBILITIES

Where you have a grievance that you would like to raise, you are required to do so promptly and in accordance with procedure outlined below.

You are required to maintain confidentiality, disclosing details of the grievance only to those directly involved in the complaint or grievance and its resolution.

Further, you are required to cooperate with any investigation into your grievance, and attend meetings as directed.

9.4 PROCEDURE

The specific procedures for raising and addressing grievances include:

i) Informal resolution procedure

If you can, and you feel comfortable doing so, try to resolve your grievance yourself with the person or people involved by approaching them directly.

You are encouraged to talk with the company if at any time you are not sure how to handle the problem yourself, or you just want to talk confidentially for further information and guidance.

You can also ask your manager to informally approach the person complained of. This will involve a manager confidentially discussing the matter, reminding the particular contractor about our workplace policies and instructing them not to repeat the behaviour again.

Please note that this will not involve any investigation into the complaint as such action is aimed at resolving the grievance quickly and efficiently. If you would like an investigation conducted you will need to proceed to the formal resolution procedure.

ii) Formal resolution procedure

If you would like to lodge a formal personal grievance that will be investigated, you will need to submit to the company the details of your grievance in writing, along with any evidence you may have in respect of your grievance. The grievance must be raised with management within 90 days of when the matter occurred. Grievances raised after this time will not be considered.

Grievances related to bullying and/or harassment will be dealt with in accordance with the company's bullying and harassment policy.

If your grievance is against your manager, or you are uncomfortable lodging this with your manager, you should submit this to another more senior member of your team.

A meeting with you will be convened to obtain further details relating to your grievance, including the nature and full particulars of the grievance.

After this meeting, the Company will investigate your grievance as appropriate. All the facts available will be considered prior to making a decision upon your grievance. The company will make all reasonable efforts to deal with formal grievances in a fair and consistent manner.

You will be advised in writing once a decision has been made upon your grievance. All decisions will be final.

Any grievances which are considered as vexatious are viewed by the company as serious misconduct in any of itself and may result in disciplinary action.

WHITEHOUSE ENTERTAINMENT LIMITED HANDBOOK MAY 2020 A-16
WHITEHOUSE ENTERTAINMENT LIMITED HANDBOOK MAY 2020

10 PRIVACY POLICY

While the operation of the Privacy Act does not apply to the company in regard to any acts which directly relate to:

- the contract relationship between the company and the contractor
- a contractor record held by the company

The company treats the handling of your personal information very seriously. Accordingly, the purpose of this policy is to ensure the protection of your privacy in relation to the handling of your personal information.

10.1 COLLECTION OF PERSONAL INFORMATION

Personal information may be collected during the recruiting process and throughout your contract time with the company. This personal information may be disclosed to other areas within the business for administrative purposes and for the progression of your application. All confidential information will be used for legitimate purposes in accordance with relevant legislation.

Personal information includes information relating to:

- the engagement, training, disciplining or resignation of the company

- termination of the agreement with the contractor
- terms and conditions of agreement of the contractor
- contractor's personal and emergency contact details
- contractor's performance or conduct
- contractor's hours of service agreed, contractors service fee
- contractor's membership of a professional or trade association
- contractor's taxation, banking or superannuation affairs

All reasonable attempts will be made to keep this information relevant, complete and current. You must ensure that any personal information provided is accurate and current.

WHITEHOUSE ENTERTAINMENT LIMITED HANDBOOK MAY 2020 A-17
 WHITEHOUSE ENTERTAINMENT LIMITED HANDBOOK MAY 2020

10.2 YOUR RESPONSIBILITIES

In light of the above objective, you are responsible for the appropriate handling of such information and to prevent unlawful disclosure.

If you have access to this information or such any personal information belonging to another contractor or staff or a Customer of the company, you must ensure that you maintain the confidence of any confidential information that you have access to, or become aware of, during the course of your contract and will prevent its unauthorised disclosure or use by any other person.

You will not use the confidential information for any purpose other than for the relevant and related company processes during or after your contract.

Further, you should not disclose or discuss confidential information relating to your own contract with any other contractors or staff or Customer of the company.

Any action in breach of this policy may result in disciplinary action being taken.

11 EQUAL OPPORTUNITIES POLICY AND ANTI-DISCRIMINATION

11.1 STATEMENT OF POLICY

The company recognises that discrimination is unacceptable and, although equality of opportunity has been a long standing feature of our practices and procedure, the Company has made the decision to adopt a formal equal opportunities policy.

Breaches of the policy may lead to disciplinary action.

The aim of the policy is to ensure that no contractor is discriminated against either directly or indirectly on the grounds of age, disability, gender identity, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.

Where necessary, this policy will be communicated to any third parties reminding them of their responsibilities in respect of equality of opportunity.

The company will maintain a neutral workplace in which no contractor or other worker feels under threat or intimidated.

11.2 RECRUITMENT AND SELECTION

The recruitment and selection process is crucially important to any equal opportunities policy. The company will endeavour through appropriate training to ensure that contractors making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.

Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.

We will adopt a consistent, non-discriminatory approach to the advertising of vacancies. We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group. All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.

All contractor involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.

Short listing and interviewing will be carried out by more than one person where possible. Interview questions will be related to the requirements of the job and will not be of a discriminatory nature. Selection decisions will not be influenced by any perceived prejudices of other staff.

12 TERMINATION OF AGREEMENT

12.1 TERMINATION

All notification of termination must be provided in writing, stating the reason for your contract.

12.2 TERMINATING YOUR CONTRACT WITHOUT NOTICE

If you terminate your contract without giving or working the required period of notice, as indicated in your agreement, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you.

12.3 RETURN OF COMPANY PROPERTY

On the termination of your agreement with the company, you must return any company property which is in your possession or for which you have responsibility. You should return such items on your last day of service. Failure to return such items within seven days from your last day of agreement will result in the cost of the items being deducted from any payments outstanding to you.

All company property should be returned to the appropriate person.

Health and Safety Handbook PART B

1 INTRODUCTION

1.2 HEALTH AND SAFETY IN THE WORKPLACE

Management of Whitehouse Entertainment Limited (**the Business**) will do everything reasonably practicable to ensure you can undertake your work in a healthy and safe manner.

You also play a crucial role in achieving a safe workplace. You owe it to yourself, those close to you and your colleagues not to expose yourself to unnecessary risks at work. You can do so by protecting yourself and others from hazards and hazardous situations, by following safe work procedures and by adopting safe work practices.

1.3 PURPOSE OF HEALTH AND SAFETY HANDBOOK

Through the provision of important procedures and guidelines, this Health and Safety Handbook (**Health and Safety Handbook**) will help you, your colleagues and others to stay healthy and safe in the workplace.

Health and Safety at Work legislation rightly makes health and safety everyone's responsibility. Therefore, this Health and Safety Handbook applies to all workers, including, but not limited to contractors and volunteers. Please read this Handbook carefully and ensure you comply with the guidelines set out below.

Any failure to comply with health and safety requirements is taken very seriously by the Business. As a contractor, you may be subject to disciplinary action (up to and including the termination of your agreement) in the event you:

- breach the policies and/or procedures contained in this Health and Safety Handbook
- breach any other health and safety policy or procedure made known to you
- take any action that could threaten the health or safety of yourself, your colleagues or others

Appropriate action which may be taken in relation to other workers includes, but is not limited to, termination of their engagement with the Business.

1.4 GENERAL

Amendments to this Health and Safety Handbook will be issued from time to time.

The Health and Safety Handbook does not form part of your contract of agreement or engagement agreement, unless expressly stated otherwise. However, in any event, it may be considered when interpreting your rights and obligations under the terms of your agreement or engagement.

You are welcomed and encouraged to provide feedback and suggestions for improving health and safety in the workplace to management at any time.

WHITEHOUSE ENTERTAINMENT LIMITED HANDBOOK MAY 2020 B-1

2 DEFINITIONS

2.1 HSWA

The acronym HSWA represents the Health and Safety at Work Act 2015.

2.2 HSNO

The acronym HSNO represents the Hazardous Substances and New Organisms Act 1996.

2.3 NZ

The acronym NZ represents the country of New Zealand.

2.4 HSW

The acronym HSW represents the term Health and Safety at Work.

2.5 PCBU

A PCBU is a 'person conducting a business or undertaking'. While a PCBU may be an individual person, in most cases the PCBU will be a business (for example, a business entity such as a company). An individual, such as a sole trader, can also be a PCBU.

While the terms 'business' and 'undertaking' are not defined in HSWA, the usual meanings of these terms are:

- 'business': an activity carried out with the intention of making a profit or gain
- 'undertaking': an activity that is non-commercial in nature (e.g. certain activities of a local authority)

2.6 REGULATOR

The New Zealand national regulator for health and safety as determined by the HSWA is WorkSafe NZ. Other regulators who may also hold certain enforcement powers under the HSWA are:

- The Environmental Risk Management Authority (ERMA)
- The Maritime Safety Authority
- NZ Police and Land Transport Safety Agency

WHITEHOUSE ENTERTAINMENT LIMITED HANDBOOK MAY 2020 B-2

- The Civil Aviation Authority
- The Ministry of Consumer Affairs
- Territorial Authorities (City and District Councils)

2.7 BUSINESS

For the purpose of this manual the term 'Business' refers to the PCBU as defined in Part 1, Section 17 of the HSWA. As prescribed by the HSWA this does not include volunteer associations.

2.8 MANAGEMENT

For the purposes of this manual the term 'management' refers to anyone in the business with supervisory responsibilities.

2.9 OFFICER

An officer is a person who holds a very senior leadership position and has the ability to significantly influence the management of a PCBU. Businesses can have more than one officer.

Officers are:

- company directors (even if they do not have 'director' in the title)
- any partner in a partnership (other than a limited partnership)
- any general partner in a limited partnership
- any person who holds a position comparable to a director in a body corporate or an unincorporated body
- any person who exercises significant influence over the management of the business or undertaking (e.g. the Chief

Executive)

2.10 DUE DILIGENCE

Officers must exercise due diligence to make sure that the business complies with its health and safety duties. They must exercise the care, diligence and skill a reasonable officer would exercise in the same circumstances, taking into account matters including the nature of the business or undertaking, and officer's position and nature of their responsibilities.

WHITEHOUSE ENTERTAINMENT LIMITED HANDBOOK MAY 2020 B-3

2.11 WORKER

A worker is an individual who carries out work in any capacity for the business, including work as:

- a contractor
- a contractor or subcontractor
- a contractor of a contractor or subcontractor
- a contractor of a labour hire company who has been assigned to work in the business
- an outworker (including a homemaker)
- an apprentice or a trainee
- a person gaining work experience or undertaking a work trial
- a volunteer worker
- a person of a prescribed class.

2.12 VOLUNTEER WORKER

A volunteer worker is an individual who carries out work in any capacity for the business:

- with the knowledge or consent of the business

- on an ongoing and regular basis
- that is an integral part of the business

This definition does not include a volunteer worker undertaking any of the following voluntary work activities: • participating in a fund-raising activity

• assisting with sports or recreation for an educational institute, sports club, or recreation club: • assisting with activities for an educational institute outside the premises of the educational institution • providing care for another person in the volunteer's home

WHITEHOUSE ENTERTAINMENT LIMITED HANDBOOK MAY 2020 B-4

3 HEALTH AND SAFETY POLICY STATEMENT

Whitehouse Entertainment Limited and its officers recognise that the health and safety of all workers and visitors is of the utmost importance and vital to the success of our business. As such we aim to continuously improve health and safety in the workplace through consultation and increased health and safety awareness of management and workers.

Through the co-operative efforts of management and workers, we are committed to: • the provision and maintenance of a work environment that is without risks to health and safety • the provision and maintenance of safe systems of work

- the safe use, handling, and storage of plant, substances, and structures
- the provision of adequate facilities for the welfare at work of workers in carrying out work for the business or undertaking, including ensuring access to those facilities
- providing the information, training, instruction and supervision necessary to maintain a healthy and safe workplace
- the provision of any information, training, instruction, or supervision that is necessary to protect all persons from risks to their health and safety arising from work carried out as part of the conduct of the business or undertaking
- that the health of workers and the conditions at the workplace are monitored for the purpose of preventing injury or illness of workers arising from the conduct of the business or undertaking

The focus of Whitehouse Entertainment Limited's health and safety management system is preventing hazards. We will develop a framework for health and safety management and a plan for systematic risk assessment and control of hazards, to

progressively improve safe behaviours and safe systems of work across the business

Faye Yup
General Manager

on behalf of **Whitehouse Entertainment Limited**

MAY 2020

WHITEHOUSE ENTERTAINMENT LIMITED HANDBOOK MAY 2020 B-5

4 HEALTH AND SAFETY RESPONSIBILITIES

4.1 INTRODUCTION

The Business is committed to ensuring the health, safety and welfare of its workers and any other people who may be affected by its operations.

In order to ensure that health and safety is successfully managed within the Business, the following general responsibilities have been allocated. These are to be read in conjunction with the remainder of this Health and Safety Handbook, which outlines further health and safety responsibilities, including responsibilities relating to specific risks and situations.

4.2 BUSINESS RESPONSIBILITIES

The Business has a duty to ensure, so as far as reasonably practicable, the health, safety and welfare at work of all its workers while at work. In particular, it is responsible for:

- the provision and maintenance of a work environment that is without risks to health and safety • the provision and maintenance of safe systems of work
- the safe use, handling, and storage of plant, substances, and structures
- the provision of adequate facilities for the welfare at work of workers in carrying out work for the business or undertaking,

including ensuring access to those facilities

- providing the information, training, instruction and supervision necessary to maintain a healthy and safe workplace
- the provision of any information, training, instruction, or supervision that is necessary to protect all persons from risks to their health and safety arising from work carried out as part of the conduct of the business or undertaking
- that the health of workers and the conditions at the workplace are monitored for the purpose of preventing injury or illness of workers arising from the conduct of the business or undertaking

4.3 MANAGER/SUPERVISOR RESPONSIBILITIES

Managers/supervisors include any person occupying a position that may exercise significant influence over the management of the business or undertaking and must take reasonable steps:

- to acquire, and keep up to date, knowledge of work health and safety matters
- to gain an understanding of the nature of the operations of the business or undertaking of the business and generally of the hazards and risks associated with those operations

WHITEHOUSE ENTERTAINMENT LIMITED HANDBOOK MAY 2020 B-6

- to ensure that the business has available for use, and uses, appropriate resources and processes to eliminate or minimise risks to health and safety from work carried out as part of the conduct of the business or undertaking
 - to ensure that the business has appropriate processes for receiving and considering information regarding incidents, hazards, and risks and for responding in a timely way to that information
- to ensure that the business has, and implements, processes for complying with any duty or obligation of the business under the HSWA

4.4 WORKER RESPONSIBILITIES

As a worker, you are responsible for:

- ensuring they are not under the influence of alcohol, drugs or medication of any kind where doing so could adversely affect their ability to perform their duties safely or efficiently or be in breach of the workplace policies
- taking reasonable care for the health and safety of themselves and others who may be affected by their actions or omissions in the workplace
- co-operating with management to ensure all health and safety obligations are complied with • ensuring all health and safety equipment is used correctly

- using and maintaining the required Personal Protective Equipment (**PPE**)
- reporting any incidents or injuries sustained while working and seeking appropriate first aid
- advise management as soon as practicable, of any symptoms that may lead to adverse health issues arising from prolonged and/or repetitive work activities
- reporting any unsafe conditions, equipment or practices to management, as soon as practicable • rectifying minor health and safety issues where authorised and safe to do so
- co-operating with any health and safety initiative, inspection or investigation
- actively participating in any return to work programme

WHITEHOUSE ENTERTAINMENT LIMITED HANDBOOK MAY 2020 B-7

5 HAZARD AND RISK MANAGEMENT PROCEDURE

5.1 INTRODUCTION

Hazard management is the process of identifying what may cause an injury or illness in the workplace and deciding what may happen as a result. Once hazards in the workplace have been identified and assessed, priorities can be set determining what action is to be taken to eliminate or control the hazard.

5.2 BUSINESS RESPONSIBILITIES

The Business will:

- identify hazards by conducting regular workplace inspections, reviewing hazard reports and reviewing injury/illness records
- assess each hazard in terms of its potential to do harm

- identify and implement control measures to eliminate or reduce the risks
- monitor and review the effectiveness of the control measures

Where necessary, the Business will implement a safe work procedure to ensure the risk of the hazard causing harm is controlled.

5.3 WORKER RESPONSIBILITIES

As you go about your work, you may identify hazards that could present a health and safety risk to you, your colleagues and others. It is every workers responsibility to identify and report any such hazards to management.

Where you identify a hazard, if it is safe to do so, immediately take steps to prevent this hazard from posing a health or safety risk. If you cannot fix the problem, you are required to report it to management immediately and complete the **Hazard Report Form**.

In addition, where an inspection of the workplace is taking place, you should inform the person conducting the inspection of any ongoing health and safety concerns you have.

All workers will be given the opportunity to express their views and contribute in a timely manner to the resolution of health and safety issues that affect them. These views will be valued and taken into account by those making decisions.

WHITEHOUSE ENTERTAINMENT LIMITED HANDBOOK MAY 2020 B-8

6 REPORTING OF INCIDENTS AND INJURIES

6.1 INTRODUCTION

Wherever possible, the Business aims to prevent any incident or injury from occurring in the workplace.

However, where an incident, injury or near hit/miss does occur, it is essential that proper records of these are kept. This ensures that appropriate records are available should the need arise, for example in support of an accident compensation claim. It will also assist the Business to identify and address any ongoing health and safety concerns or unsafe work practices.

6.2 BUSINESS RESPONSIBILITIES

The Business will provide and maintain a workplace register of injuries. Management must ensure the details of any workplace injury/illness are recorded on this register.

Where a worker is suffering an injury/illness at work and requires medical attention, management will arrange this. In emergency cases, an ambulance will be called to attend the location. If it is not an emergency, management will organise for the affected worker to be transported to a medical practitioner/centre as soon as possible, or for on-site first aid treatment to be rendered.

Where necessary, management will undertake an investigation into any work related injury/illness within 24 hours. The purpose of any such investigation will be to determine the cause/s of the injury/illness (if possible) and recommend measures (if any) to be implemented to eliminate or reduce the probability of re-occurrence.

6.3 WORKER RESPONSIBILITIES

Where any workplace incident, injury/illness or near hit/miss occurs, you must notify management as soon as possible and complete an **Incident Report Form**.

You are also responsible for entering the details of any minor workplace injury/illness that requires First Aid treatment on the **First Aid Treatment Log/Register of Injuries Form**.

For any workplace injury/illness, you are required to undergo medical treatment as necessary. Where the need for treatment is identified whilst at work, management will arrange this treatment. However, where your injury/illness worsens whilst away from the workplace, or over a period of time, you are required to seek medical attention at the earliest opportunity.

If you have suffered any workplace injury/illness that required medical treatment, you must provide a certificate from your treating doctor stating your fitness for duties upon your return to work.

WHITEHOUSE ENTERTAINMENT LIMITED HANDBOOK MAY 2020 B-9

7 EMERGENCY PROCEDURES

7.1 INTRODUCTION

The health and safety of the workplace and workers may be impacted in an emergency situation, for example in the event of a fire.

Whilst the Business will take all necessary precautions to prevent an emergency situation arising, in the unlikely event that an emergency situation does arise, the procedures below are to be followed to ensure the health and safety risks associated

with such situations are minimised.

You must ensure that you are aware of our fire and evacuation procedures and the action you should take in the event of such an emergency.

7.2 PROCEDURES

i) Fire

If you discover a fire:

- alert other people in the immediate vicinity to the fire
- activate any fire alarms and call '111'
- if safe, try to put out or contain the fire, or otherwise evacuate the premises in accordance with the workplace emergency evacuation procedures

At no time should you risk personal safety in an effort to protect property or others. **ii) Emergency evacuation**

If an emergency evacuation is required:

- follow instructions given to you by emergency services personnel and any designated evacuation staff (e.g. fire wardens)
- leave the building via the closest designated exit
- proceed to the designated assembly area

During an emergency evacuation, you must remain calm and:

- do not run, crowd exits, or take your belongings with you
- do not return to the building until it is safe to do so

WHITEHOUSE ENTERTAINMENT LIMITED HANDBOOK MAY 2020 B-10

iii) Earthquake

If there is an earthquake, follow these steps:

- stop, drop and hold onto secure furniture
- remain clear of windows, glass walls or unsecured furniture

- following the earthquake do not leave the building until you have been advised by management
- if the fire alarm has been disarmed or you discover a fire, follow the fire evacuation process • you will be advised by management when it is safe for you to return to the workplace

iv) Motor vehicle accidents

If you are involved in a motor vehicle accident in the course of your duties:

- do not exit the vehicle unless it is safe to do so
- call the relevant emergency services (if necessary)
 - seek first aid if you are injured or render assistance to any injured person if it is safe to do so
- set up a warning system for any approaching vehicles to prevent the risk of further accidents (if possible)
- record the registration details of the vehicles involved, as well as the name and licence details of the driver/s
- record the names and addresses of as many witnesses as possible, and take photos of the accident scene and damage sustained to any property
- give your name and address, the registration number of the vehicle and the name of the insurance company to any person having reasonable grounds for requiring such information. Do not give any further information

You must notify management of any accidents occurring in the course of your duties as soon as practicable and must complete an **Incident Report Form**. You are responsible for entering the details of any injury on the **First Aid Treatment Log/Register of Injuries Form** in accordance with the Reporting of Incidents and Injuries policy above

The company must be informed of any and all incidents involving company vehicles no matter how minor within 24 hours.

In addition, in the case of an incident involving injury to another person, you are responsible for notifying the police of the occurrence. For major incidents, this must be reported to the police within 24 hours.

WHITEHOUSE ENTERTAINMENT LIMITED HANDBOOK MAY 2020 B-11

v) First aid

You are responsible for:

- knowing the identity of any first aid officers in the workplace and the location of the nearest first aid kit/s

- seeking first aid where necessary, or complying with any management direction to seek first aid in respect of a work-related injury/illness
- informing management of any injury and recording any first aid treatment in the **First Aid Treatment Log/Register of Injuries**
- informing management if the first aid equipment is running low or has run out

8 GENERAL WORKPLACE PROCEDURES

8.1 INTRODUCTION

Along with the specific guidelines and procedures outlined throughout this Health and Safety Handbook, there are some simple day to day measures that can be adopted by management and workers alike to reduce the risks to health and safety in the workplace.

8.2 GENERAL

Management and workers alike must ensure:

- no plant, equipment or safety device (including PPE) is altered or removed from the workplace without express management authority
- all safety signs, policies and procedures are complied with in full
- illegal drugs are not brought into, or used, in the workplace
- persons affected by alcohol or drugs are not permitted to access, or remain at, the workplace

You must ensure that you wear and use any personal protective equipment and clothing issued for your protection at all appropriate times.

8.3 HOUSEKEEPING

Failure to ensure that the workplace is kept neat and tidy may create unnecessary hazards. Management and workers alike are responsible for maintaining a neat and tidy workplace. This involves:

- ensuring emergency exits, thoroughfares and pedestrian access points are not obstructed

- ensuring aisles and work areas are clear and free from obstruction at all times so as not to cause additional hazards including slip, trip, or fall hazards
- placing rubbish in the bins provided
- ensuring all work, communal areas and facilities are kept clean and tidy at all times

8.4 HYGIENE

Any exposed cut or burn must be covered with a first-aid dressing.

If you are suffering from an infectious or contagious disease you must not enter the workplace without clearance from your own doctor.

Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

8.5 FITNESS FOR WORK

Every worker has the responsibility to present to the workplace fit for duty. This means being free of the effects of fatigue and drugs (illicit, prescribed and over-the-counter medications) and alcohol. If any individual is concerned in any way about a perceived safety risk due to their own or any of their colleague's fitness for duty they have a responsibility to inform their manager.

If you arrive for work and, in the Business's opinion, you are not fit to work, the Business reserves the right to exercise its duty of care, particularly where the Business believes that you may not be able to undertake your duties in a safe manner or may pose a safety risk to others. The Business may remove you from the workplace for the remainder of the day with or without pay, conduct an investigation and, dependent on the circumstances, if you are a contractor you may be liable to disciplinary action.

You may be required to provide a certificate from your treating doctor stating your fitness for duties before being permitted to return to work.

9 BULLYING AND HARASSMENT

9.1 INTRODUCTION

The Business is committed to the provision of a fair, healthy and safe workplace in which everyone is treated with dignity and respect and in which no individual or group feels bullied, threatened or intimidated.

Bullying or harassment in any form is unacceptable behaviour and will not be permitted or condoned.

The Business recognises that bullying and harassment can exist in the workplace, as well as outside, and that this can seriously affect worker's working lives by detracting from a productive working environment and can impact on the health, confidence, morale and performance of those affected by it, including anyone who witnesses or has knowledge of the unwanted or unacceptable behaviour.

9.2 HARASSMENT

The intention of these procedures is to inform workers of the type of behaviour that is unacceptable and to provide procedural guidance.

We recognise that we have a duty to implement this policy and all workers are expected to comply with it.

Harassment is any unwanted physical, verbal or non-verbal conduct based on grounds of age, disability, gender identity, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation which affects the dignity of anyone at work or creates an intimidating, hostile, degrading, humiliating or offensive environment.

A single incident of unwanted or offensive behaviour can amount to harassment.

Harassment can take many forms and individuals may not always realise that their behaviour constitutes harassment. Examples of harassment include:

- insensitive jokes and pranks
- lewd or abusive comments about appearance
- deliberate exclusion from conversations
- displaying abusive or offensive writing or material
- unwelcome touching
- abusive, threatening or insulting words or behaviour

These examples are not exhaustive and disciplinary action at the appropriate level will be taken against workers committing any form of harassment. Appropriate action in relation to a contractor will include disciplinary action in accordance with the Business's disciplinary and disciplinary termination procedure. For other workers, appropriate action may include termination of their engagement with the Business.

9.3 BULLYING

Bullying is repeated, offensive, abusive, intimidating, insulting or unreasonable behaviour directed towards an individual or a group, which makes the recipient(s) feel threatened, humiliated or vulnerable. Note single incidents of bullying will not be tolerated.

Bullying can occur in the workplace and outside of the workplace at events connected to the workplace, such as social functions or business trips.

Bullying can be a form of harassment and can cause an individual to suffer negative physical and mental effects.

Bullying can take the form of physical, verbal and non-verbal conduct. As with harassment, there are many examples of bullying, which can include:

- abusive, insulting or offensive language or comments
- unjustified criticism or complaints
- physical or emotional threats
- deliberate exclusion from workplace activities
- the spreading of misinformation or malicious rumours
- the denial of access to information, supervision or resources such that it has a detrimental impact on the individual or group

These examples are not exhaustive and disciplinary action at the appropriate level will be taken against contractors committing any form of bullying. Appropriate action in relation to a contractor will include disciplinary action in accordance with the Business's disciplinary and disciplinary termination procedure. For other workers, appropriate action may include termination of their engagement with the Business.

9.4 BULLYING AND HARASSMENT COMPLAINT PROCEDURES

i) Informal complaint

The Business recognises that complaints of bullying, harassment, and particularly of sexual harassment, can sometimes be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior colleague of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper.

If you are the victim of minor bullying or harassment you should make it clear to the alleged bully or harasser on an informal basis that their behaviour is unwelcome and ask the individual to stop. If you feel unable to do this verbally then you should hand a written request to the individual, and your confidential helper can assist you in this.

ii) Formal complaint

Where the informal approach fails or if the bullying or harassment is more serious, you should bring the matter to the attention of the Business as a formal written complaint and again your confidential helper can assist you in this. If possible, you should keep notes of the bullying or harassment so that the written complaint can include:

- the name of the alleged bully or harasser
- the nature of the alleged incident of bullying or harassment
- the dates and times when the alleged incident of bullying or harassment occurred • the names of any witnesses
- any action already taken by you to stop the alleged bullying or harassment

On receipt of a formal complaint we will take action to separate you from the alleged bully or harasser to enable an uninterrupted investigation to take place. This may involve a temporary transfer of the alleged bully or harasser to another work area or suspension of contractors (with contractual pay) until the matter has been resolved.

The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location, to discuss the matter and carry out a thorough investigation. You have the right to be accompanied at such a meeting by your confidential helper and/or a support person or representative. You must take all reasonable steps to attend the meeting. Those involved in the investigation will be expected to act in confidence and any breach of confidence may be a disciplinary matter.

On conclusion of the investigation which will normally be within ten working days of the meeting with you, a report of the findings and any decision will be sent, in writing, to you and to the alleged bully or harasser.

9.5 GENERAL NOTES

If the report concludes that the allegation is well founded, appropriate action will be taken against the bully or harasser.

If you bring a complaint of bullying or harassment you will not be victimised for having brought the complaint. However, if the report concludes that the complaint is both untrue and has been brought with malicious intent, appropriate action will be taken against you. Appropriate action in relation to a contractor will include disciplinary action in accordance with the Business's disciplinary and disciplinary termination procedure. For other workers, appropriate action may include termination of their engagement with the Business.

10 DRUGS AND ALCOHOL

10.1 ZERO TOLERANCE POLICY

The use of drugs or alcohol jeopardises a safe workplace. The Business has a zero tolerance policy with regard to drugs and the workplace. Only a limited amount of alcohol may be consumed in the workplace and the Business has a zero tolerance policy towards any workers who are found to be intoxicated in the workplace. Workers are not permitted to work while under the influence of drugs or intoxicated through the consumption of alcohol.

Non-compliance with this policy and any associated procedure by contractors may result in disciplinary action up to and including termination. Non-compliance by other workers may also result in appropriate action up to and including termination of their engagement with the Business.

The Business recognises alcohol and other drug dependencies as treatable conditions, and encourages those persons who may be subject to such dependency to seek assistance from appropriate Businesses or support groups.

Workers and visitors must not be adversely affected by drugs or alcohol at work or while at work functions, and must at all times be fit to perform their work safely.

Alcohol may be consumed at some Business events. Where this is the case, the Business encourages responsible alcohol consumption. At no time should you be drunk or behave in a manner which is inappropriate.

10.2 PRESCRIBED/OVER-THE-COUNTER MEDICATION

Workers who are taking any prescribed/over-the-counter medication or drugs which may affect their ability to perform their work must notify management as soon as possible. You may be required to produce a medical certificate stating that you are fit for work or specifying any restrictions.

10.3 SCREENING

The Business may require screening for alcohol and drugs. For contractors, this may include pre-agreement testing. Testing may be conducted based on reasonable suspicion or following an incident or accident. The Business reserves the right to carry out random testing across all levels of workers.

The following provides examples of activities which may result in disciplinary procedures, up to and including termination of your agreement or engagement with the Business. If you:

- are removed from the workplace due to impairment or reasonable suspicion of impairment • return a positive result following testing
- return a blood alcohol level which is higher than the legal driving limits, or the equivalent in urine or breath samples

- refuse reasonable direction to undertake drug and alcohol screening
- are in possession of illegal drugs for supply or consumption in the workplace or the Business's vehicles

This list is not exhaustive.

If you perform work on a Customer site which conducts regular or random drug and alcohol testing, you will be required to participate.

Where you are suspected of being affected by drugs or alcohol, you may be required to participate in appropriate testing. Positive readings at any time will result in disciplinary procedures up to and including termination of your agreement or engagement with the Business.

If you return a positive result or refuse to participate in testing, you will be required to cease work immediately and leave the workplace. This time will be unpaid until such a time that you are fit to return to work. You will not be able to return to the workplace until you return a negative result. If you are required to leave the workplace, you will be required to report to management on your return or when you are no longer under the influence of drugs or alcohol, to discuss the incident.

10.4 NO SMOKING POLICY

Smoking on the premises or in the Business's vehicles is not permitted. You are only permitted to smoke in designated areas and during your breaks.

11 HSW ISSUES RESOLUTION

11.1 INTRODUCTION

Issues may arise anywhere within the Business in relation to health and safety at work matters. Often these can be resolved at the source or where the original issue is raised. However, where an issue cannot be resolved to the satisfaction of any party following consultation and discussion on the matter, an issues resolution process will ensure that the matter is resolved in a fair and equitable manner.

When health and safety at work issue arises, the parties must make reasonable efforts to achieve a timely, final and effective resolution of the issue.

Any party to the issue may inform the other party of the issue as it may relate to:

- work carried out at the workplace
- the conduct of the Business

When informing any other party of an issue, there must be a defined issue to resolve and the nature and scope of the issue must be identified. All parties involved in the issue must make reasonable efforts to come to an effective, timely and final solution of the matter.

11.2 BUSINESS'S RESPONSIBILITIES

The Business will consult with workers to ensure that there is genuine agreement on the Issues Resolution Procedure and will ensure that:

- all workers have sufficient knowledge and understanding of the issues resolution procedures
- all issues raised are addressed in a timely and effective manner

Where issues are raised by other parties within the Business that have not been resolved at the local level, the Business will agree to meet or communicate with all parties to the issue in a genuine attempt to resolve the issue, taking into account:

- the overall risk to workers or other parties to the issue
- the number and location of workers and other parties affected by the issue
- the measures or controls required to resolve the risk
- the person responsible for implementing the resolution measures or controls

The Business will ensure that their representative to any consultation and communication designed to resolve an issue is sufficiently competent to act on its behalf, has sufficient knowledge and understanding of the issues resolution process and has the appropriate level of seniority in the decision making process.

11.3 SUPERVISOR'S RESPONSIBILITIES

When presented with a health and safety issue, the supervisor will ensure that the individual reporting the issue has completed a **Hazard Report Form** or an **Incident Report Form**. Where an issue cannot be resolved at the localised level and/or the supervisor is unable to resolve the issue through effective consultation with the worker/s affected, the matter will be escalated to the next level of management.

11.4 WORKER'S RESPONSIBILITIES

Workers are encouraged to resolve minor health and safety issues at the source of the issue, where they are authorised and it is safe to do so.

Where the issue cannot be resolved at the initial level, the issue should be raised with the supervisor of the area concerned. Every endeavour should be made to resolve health and safety matters at departmental level before referring them to the next level within the Business.

Where an issue raised by workers has been considered by all levels within the Business and cannot be effectively resolved following genuine consultation and communication, a worker or their representative may refer the HSW issue to their industrial union, representative association or the regulator for assistance with resolution.

11.5 ISSUES RESOLUTION OUTCOMES

Where an issue is resolved, all identified health and safety issues and their subsequent resolution will be recorded to allow the Business to identify potential future risks and endeavour to prevent a recurrence.

Where the issue is resolved and any party to the issue requests, details of the issue and the resolution will be set out in a written agreement.

Where a written agreement is prepared:

- all parties to the issue must be satisfied that it accurately reflects the resolution
- the agreement will be provided to all people involved with the issue and/or their representative if requested

Where an issue remains unresolved following all reasonable efforts being made to resolve it, any party to the issue can ask the regulator to appoint an inspector to assist at the workplace. Such a request can be made regardless of whether or not there is agreement about what is deemed to be reasonable efforts to resolve the issue.

12 CONTRACTOR MANAGEMENT

12.1 INTRODUCTION

Contract workers that are engaged directly by the Business in core business functions and under the direct control of the Business are owed all the same duties and responsibilities for safety as for any other worker.

When the Business engages contractors in a “contract for service” (workers are employed by another Business), it is important to determine the health and safety responsibilities of both parties.

The selection process for a contractor will determine whether the contractor (or sub-contractor) is able to meet the Business’s safety expectations and ensure the well-being of workers that may be required to work with or around the contractor/s during the normal course of their duties, members of the public, others at the place of work; and any other infrastructure or aspects of the worksite.

12.2 WORKER RESPONSIBILITIES

When managing or supervising contractors you are responsible to ensure that you:

- are familiar with the contents of the contractors’ Health and Safety Management Plan
- undertake monitoring activities as per the agreed schedule

- ensure contractors maintain their inspection and review schedules
- report any safety observations to management
- take immediate action to halt any work being undertaken by contractors that is unsafe and poses an immediate threat to the safety and wellbeing of any persons
- provide an evaluation of the contractors’ safety performance to management at the conclusion of the contracted works
- demonstrate positive safety behaviours and compliance with the Business’s safety arrangements and instructions

When working in and around where contractors (or sub-contractors are engaged) you are responsible for:

- notifying management of any risks that arise that you become aware of

- immediately reporting any incident associated with the contractor’s work to management

13 OFFICE SAFETY

14.1 INTRODUCTION

The procedures below are to be followed to ensure the health and safety risks associated with working in an office are minimised.

14.2 BUSINESS'S RESPONSIBILITIES

The Business has a duty to ensure, so far as reasonably practicable, the health, safety and welfare at work of all its workers whilst working in an office environment. In particular, it is responsible for:

- identifying, assessing and controlling any hazards associated with working in an office in consultation with workers
- ensuring safe access to office environments
- providing a work environment that is kept clean and hygienic and free from hazards, including through the maintenance of good housekeeping practices
- ensuring office equipment provided is fit for purpose and maintained appropriately in accordance with the manufacturer's instructions, in particular any electrical equipment
- providing aids that are necessary for workers to safely perform your duties
- ensuring the office facilities and emergency response procedures are adequate for the type of work performed

14.3 WORKER RESPONSIBILITIES

Where working in an office, you are responsible for:

- maintaining your workstation in a manner that is consistent with ergonomic guidelines
- ensuring and maintaining good office housekeeping, including:
 - o keeping work surfaces clean and tidy
 - o maintaining clear access and passageways that are free of obstructions
 - o ensuring items and materials are stored appropriately in designated areas and will not obstruct access to any fire extinguishers, fire appliances, stairways, landings or electrical switchboards
 - o closing drawers and filing cabinets promptly after use and removing any protruding keys
 - o relocating trip hazards such as power cords, or securing these to the floor
 - o disposing of rubbish and waste in the provided waste facilities, and ensuring that these do not overflow
 - o cleaning up any spillages or breakages immediately
 - o notifying management of any hazards that cannot be immediately rectified

14 LOCKOUT AND TAGGING OF EQUIPMENT

15.1 INTRODUCTION

Workers may be required to work with items of equipment which is locked out of service or tagged to warn of a hazard. In such circumstances, the procedures below are to be followed.

15.2 BUSINESS'S RESPONSIBILITIES

The Business has a duty to ensure, so far as reasonably practicable, the health, safety and welfare at work of all its workers. In particular, it is responsible for controlling the risk of injury occurring when equipment is inadvertently activated or stored energy is released during inspection, repair, adjustment, maintenance and/or cleaning.

The Business will achieve this by implementing a Lockout and Tagging of Equipment Procedure, which includes the following process:

- identify all energy sources likely to re-activate the plant which may place people doing the work at risk • identify isolation points
- isolate all energy sources
- de-energise all stored energy
- lock out the isolation points
- testing all isolated power sources after plant has been locked out
- tag items of plant and equipment as a means of providing information to others at the workplace

15.3 WORKER RESPONSIBILITIES

When working in the vicinity of any items of equipment which are locked out of services or tagged to warn of a hazard, you are responsible for:

- not removing any lockout device or tag that was not put in place by you
- not inspecting, repairing, adjusting, maintaining and/or cleaning any item of plant or equipment unless you are authorised to do so
- adhering to the Lockout and Tagging of Equipment Procedure
- using approved lockout devices and tags only
- using one lock per person when more than one worker is working on a locked out item of equipment • ensuring that each locking device only has one key

- completing tags correctly and in full

WHITEHOUSE ENTERTAINMENT LIMITED HANDBOOK MAY 2020 B-24

15 CASH HANDLING

16.1 INTRODUCTION

Cash handling involves workers handling, storing and or transferring cash to secure facilities such as banks in vehicles or by foot. Cash can include money, coins, securities and other financial instruments.

Health and safety hazards associated with handling and transporting cash can arise from manual tasks, worker fatigue, remote or isolated work and violence from robberies and armed hold-ups.

Risks associated with the handling of cash in the workplace will be addressed via a risk management approach.

16.2 IDENTIFYING CASH HANDLING HAZARDS

Health and safety hazards associated with handling and transporting cash can arise from manual tasks, worker fatigue, remote or isolated work and violence from robberies and armed hold-ups.

Risks associated with the handling of cash in the workplace will be addressed via a risk management approach.

Cash handling hazards exist when:

- there are inadequate barriers or security to prevent unlawful access to cash
- persons are working alone e.g. in the retail section or walking to the bank
- a worker handling cash is not visible to people outside the workplace
- a worker handling cash cannot see other people in the workplace
- a person can enter the workplace undetected
- opening and closing of a cash handling workplace
- it is dark and/or lighting is insufficient

16.3 ASSESSING CASH HANDLING HAZARDS

As part of the risk management approach, the Business has an obligation to ensure that any cash handling hazards that pose a risk of injury to workers are assessed to determine the seriousness of these hazards.

In assessing risks arising from cash handling, the following factors will be taken into account: • the need to keep cash in the workplace

- availability of alternatives to maintaining cash on site such as electronic banking facilities • the levels of cash retained on site
- the security provisions provided on site
- the procedures for handling, counting and transporting cash

WHITEHOUSE ENTERTAINMENT LIMITED HANDBOOK MAY 2020 B-25

16.4 CONTROLLING CASH HANDLING HAZARDS

The Business will ensure, as far as reasonably practicable, that the risks associated with cash handling in the workplace are controlled. The process of controlling cash handling risks will be determined in consultation with the workers who are required to carry out the task.

In the event that cash handling has been assessed as a risk, the Business will develop procedures to ensure the risks posed by the handling of cash are eliminated as far as practical.

Workers will be trained in the procedures to manage cash at the workplace and the Business will ensure as far as practical that:

- appropriate security devices and alarms are installed
- adequate communication systems are available
- the business encourages greater use of electronic banking by customers to minimise or eliminate the need for cash handling
- all staff involved in cash handling are aware of the procedures to eliminate or minimise the risks posed by cash handling
- staffing levels are maintained to minimise the risk to individuals handling cash alone • cash limits are established
- planning cash transfer times to minimise predictability of transfer

16 CUSTOMER AGGRESSION

17.1 INTRODUCTION

Customer aggression and threatening scenarios are risks that may be present in the workplace. The procedures below are to be followed to ensure the health and safety risks associated with Customer aggression are minimised.

17.2 BUSINESS'S RESPONSIBILITIES

The Business has a duty to ensure, so far as reasonably practicable, the health, safety and welfare at work of all its workers who may be exposed to Customer aggression. In particular, it is responsible for:

- developing procedures to assist workers in dealing with aggressive Customers;
- reviewing work practices to minimise the risk of Customers becoming aggressive; and
- providing support for workers who experience Customer aggression or threatening situations.

17.3 WORKER RESPONSIBILITIES

Where working with Customers you are responsible for:

- ensuring effective communication where possible especially if time frames, schedules and other specifics are not as previously indicated to the Customer;
- removing yourself from violent or aggressive confrontations with Customers;
- not engaging in aggressive behaviour yourself towards the Customer;
- informing management as soon as practical if a Customer is becoming aggressive;
- calling police if a situation is escalating to the point where you feel your personal safety and security may be jeopardised; and
- participating in counselling or debriefing as recommended following exposure to an incident involving Customer aggression.

17 ELECTRICAL SAFETY

18.1 INTRODUCTION

Electrical risks are risks of death, electric shock or other injury caused directly or indirectly by electricity and may include:

- electric shock causing injury or death
- arcing, explosion or fire causing burns
- toxic gases from burning and arcing associated with electrical equipment
- falls from ladders, scaffolds or other elevated work platforms after contact with electricity • fire resulting from an electrical fault

18.2 IDENTIFYING THE RISK

The Business will consult with workers to identify electrical hazards arising from electrical equipment or installations. The following will be considered to assist in the identification of electrical risk:

- the design, construction, installation, maintenance and testing of electrical equipment or electrical installations
- inadequate or inactive electrical protection, for example no or damaged safety switches
- where and how electrical equipment is used, for example electrical equipment may be at a greater risk of damage if used outdoors or in a factory or workshop environment
- electrical equipment being used in an area in which the atmosphere presents a risk to health and safety from fire or explosion, for example using grinders in areas where flammable fumes may be present
- type of electrical equipment, for example 'plug in' electrical equipment that is moved from site to site, including extension leads, are particularly liable to damage
- the age and condition of electrical equipment and electrical installations
- work carried out on or near electrical equipment or electrical installations such as electric overhead lines or underground electric services
- reviewing incident reports

18.3 ASSESSING THE RISK

The Business will consult with workers to assess the risk associated with electrical hazards considering the following:

- the conditions under which the electrical equipment is used, for example wet conditions outdoors or at construction sites
- work practices and procedures, for example using electrical equipment in flammable atmospheres
- the capability, skill and experience of relevant workers

18.4 CONTROLLING THE RISK

The Business will consult with workers to determine control actions for eliminating or minimising electrical risks.

Where the hazard cannot be eliminated, for example by using hand tools in place of power tools in flammable atmospheres, or de-energising equipment and circuits prior to conducting work, the Business will minimise the risk associated with electrical equipment and installations considering the following:

- using safety switches (portable or fixed) to minimise the risk, for example installing residual current devices to reduce the risk of receiving a fatal electric shock
- administrative controls and safe work practices, for example determining electrical and gas lines prior to the use of tools to penetrate walls, floors and ceilings, use of permits and warning signs

Unsafe electrical equipment must be disconnected or isolated from its electricity supply. It must not be reconnected unless it is repaired by a competent person or tests by a competent person have confirmed it is safe to use. Alternatively, it could be replaced or permanently removed from use.

Unsafe electrical equipment should be labelled indicating it is unsafe and must not be used. This is to prevent inadvertent use before the electrical equipment can be tested, repaired or replaced.

Serious injuries and fatalities may be prevented by the use of properly installed and maintained residual current devices (RCDs), commonly referred to as 'safety switches'. An RCD is an electrical safety device designed to immediately switch off the supply of electricity when electricity 'leaking' to earth is detected at harmful levels. RCDs offer high levels of personal protection from electric shock.

18.5 ELECTRICAL EQUIPMENT TESTING AND TAGGING

Electrical equipment used in lower-risk operating environments does not require inspection and testing or tagging if connected to a fixed safety switch. However, where electrical equipment is:

- supplied with electricity through an electrical socket outlet ('plug in' equipment)
- used in an environment in which its normal use exposes the equipment to operating conditions that are likely to result in damage to the equipment or a reduction in its expected life span, for example moisture, heat, vibration, mechanical damage, corrosive chemicals or dust
- the Business will ensure that the electrical equipment is regularly inspected and tested by a competent person according to the standards outlined in the AS NZS 3760:2010 'In-service safety inspection and testing of electrical equipment

Showgirls House Rules 2021

1. STAFF/CONTRACTOR DEFINITIONS

1.1 Performer

The performer referenced throughout the Showgirls House Rules is the Contractor as defined in your Contractor Agreement.

1.2 Duty Manager

A Duty Manager is a certified manager demonstrating the ability to legally manage a licensed premise. The Manager on Duty varies day to day and is the onsite manager of the establishment. Her role is monitoring & overseeing the overall operations of Showgirls on her shift.

The Manager on Duty responsibilities include but are not limited to:

- a) Only the Manager on Duty is authorised to pay any revenue derived by services
- b) Only the Manager on Duty has the authority to dismiss your services on shift
- c) Where any queries, uncertainty or clarification requires resolution in relation to patrons, staff, performers etc
- d) Where there may be maintenance issues, advise the Manager on Duty immediately
- e) Where any issues, concerns, doubt, conflict or misconducts arise on shift, by patrons, staff or fellow performers advise the Manager on Duty immediately

The Manager on Duty is responsible to resolve any of those issues that may arise, where she is unable to find resolution she will advise senior management.

ONLY the Manager on Duty has the authority to remove any patron, staff member or performer and will exercise this right accordingly

1.3 Hostess

The Hostess(es) supervises everything performer related, ensuring the efficient operations of the stage list, shows, private bookings, breaks and general performer concerns or issues. Whilst providing your services the Hostess(es) are your first point of contact.

1.4 Security

Onsite security, managed by the Duty Manager, maintain a safe and secure workplace during opening hours at all times. In an instance your safety is a concern, advise the Duty Manager who will then instruct our security team. The venue has 24-hour camera surveillance.

1.5 Receptionist

The first point of contact for our patrons, who will assist in your exchange of SG dollars into legal tender. Following safety procedures, leave your counted and bundled SG dollars at reception in a plastic bag, or other, with your name, total amount and time of deposit. Please do not congregate or wait at reception to be paid out, this is a safety hazard

SG dollars are to be bundled as follows. Denominations should be the same in each bundle.

SG 2's = \$20

SG 3's = \$30

SG 5's = \$50

SG 10's = \$100

1.6 Contractors/sub-contractors

A contractor or sub-contractor may be present for maintenance or other. Most maintenance or other work is usually commenced before the Showgirls is open to operate. Where you may interact, all contractors/sub-contractors must be treated in a respectable and professional manner and you will be treated the same.

If any contractor/sub-contractor is not respectable or professional please advise the Duty Manager immediately.

2. PRESENTATION

2.1 Attitude and behaviour

You must act in a professional and friendly manner at all times on shift.

2.2 Performer equipment and attire

You are required to supply your own materials to perform Services including:

- a) Lingerie. It is expected you bring at least x3 different outfits to wear on shift
- b) Pleasers or any form of stripping heel is required. Footwear must be acceptable to the Duty Manager, if you are unsure, please ask.

2.3 Personal Hygiene

All performers must adhere to a high level of presentation and hygiene. Performers must be cleaned, showered and groomed prior to commencing shift. NO GUM is permitted on site.

3. ROSTERED SHIFTS

3.1 Requirements

- a) The performers services will be expected 2-3 times per week in accordance with your Contractor Agreement.
- b) Shifts are rostered as 1 weekday shift (Mon - Thurs) and 1 weekend shift (Friday - Sun)
- c) Shifts are minimum 8 hours however we aim to send you home in 6 hours.
- d) Rostered shifts are not set hours. ONLY the Duty Manager has the authority to send you home.

3.2 Extras Covers and Shift Swaps

Definitions:

- a) Extras: An extra performer providing Services outside their roster (submitted roster). A performer can work at any given day or time ONCE it has been confirmed by the Manager on Duty. You cannot just show up wanting to work please message the Managers Phone first
- b) Covers: Cover is where a performer has her shift or part of her shift covered by another performer (at their own engagement) on shift or for future shifts. Extras can cover a performer on shift ONCE confirmed by the Manager on Duty.
- c) Shift swaps: A shift swap consists of a performer swapping a rostered shift with another. This is a straight swap i.e. cannot alter time etc.

ONLY the Manager on Duty has the authority to confirm an 'Extra'

ONCE both performers have requested their shift swaps, it must be confirmed by management.

3.3 Walk out or inability to complete shift

Where a performer is unable to complete or attend her shift, management reserves the right to withhold future services until senior management is advised. In accordance with clause 1.2(b) where a performer cannot complete her shift or walks out:

- a) The performer is immediately suspended
- b) The Manager on Duty will advise senior management of the situation, where you will be required to attend a meeting and address the situation.

3.4 Misconducts or discrepancies

Where any discrepancy or misconduct arises in respect clauses 3.1, 3.2 and 3.3 of the House Rules, pursuant to the Contractor Agreement, any revenue earned may be withheld, you may be suspended from that shift and/or further work or terminated.

4. ROSTER REQUESTS

While we aim to meet all your specific roster requests, it is likely you will not always get the dates and times you have requested. Our priority is to ensure the effectiveness of the club and its operations and well as committing to satisfy a large number of requests.

We acknowledge that while your preferred roster dates and times is a request ONLY it does provide a higher chance at securing those requests.

4.1 Requirements

- a) Roster requests are to be sent to the Roster mobile number or email - details on opening page b) Roster requests must be received for the following week, by 12pm every Monday.
- c) You may be required at alternative days and times (unless agreement has been arranged with either the General Manager or Operations Manager)
- d) Rosters are finalised two weeks in advanced
- e) Where you request certain dates or times off, those dates/times will be confirmed to you once accepted by management. These requests MUST be confirmed before you can assume they are set

4.2 Responsibility

Finalised rosters can be found backstage in the changing room and viewed via the Showgirls Noticeboard Facebook Page.

- a) Once the roster is finalised and published, you are required to complete your shift
- b) It is your responsibility to ensure your requests are made by 12pm every Monday
- c) It is your responsibility to check rosters and know your rostered shifts.
- d) If you are unable to attend your shift you must find cover or if you are unwell, provide a medical certificate. Guidelines outlined in Clause 5

ONLY the General Manager has the authority to add, remove or alter shifts once the final weekly roster has been published.

Any illegal substances bought on premise is a legal offence.

Intoxication by LAW refers to both alcohol and drugs.

Alcohol cannot be served after 3:45am - ALL alcohol must be removed from the venue by 4am

8.2 Responsibility

Consumption of alcohol is permitted inside the venue but drink responsibly and be aware of your limits. Non-alcoholic beverages, excluding juices and bottled beverages, are complementary for performers.

- a) Excessive consumption of alcohol causing intoxication is prohibited
- b) Alcohol consumption resulting in inability to meet obligations in accordance with the House Rules or Contractor Agreement will not be tolerated.
- c) Any beverage should not be left unsupervised, we recommend you are present during the purchase of any beverage by a patron

A zero tolerance approach to drug use is applied when you are contracting your services. Recreational or illegal substance use is prohibited. A Duty Manager is to be notified before shift if you are taking any pharmaceutical products that may adhere your performance.

9. MISCONDUCTS

Misconduct is defined as unacceptable or improper behaviour. Any misconduct in relation Showgirls House Rules and/or the Contractor Agreement will be penalised pursuant to clause 9 of the Contractor Agreement.

The Manager on Duty has the authority and rights to:

- a) Withheld any revenue earned pursuant to the Contractor Agreement
- b) Where appropriate and with reason can dismiss you from the remainder your shift
- c) Dismiss your services due to unsatisfactory behaviour or attitude
- d) Dismiss your services where any breaches to our House rules or Contractor Agreement occur
- e) Dismiss your services due to insubordination
- f) Stop any private dance they feel breaches the terms of our House rules or Agreement

Where any dismissals have commenced or you have been suspended, a Dispute Resolution meeting will be held with the General Manager, the Operations Manager or both. In serious cases the Company Director may be present.

10. BULLYING AND HARASSMENT

Showgirls has a zero tolerance policy of bullying, gossip or any other malicious behaviour towards all staff, contractors, performers, security and patrons. Harassment, including sexual harassment and discriminatory conduct will not be tolerated.

Showgirls Anti-Bullying and Harassment Policies are attached.

11. CONFIDENTIALITY

Private information of any workers is not to be shared. This includes but is not limited to their legal names, age, sexuality, race/ethnicity, contact details, earnings, social media platforms, partners, children, occupation etc.

12. PATRONS

Your services are not exclusive to any Showgirls patrons and the patrons are not exclusive to you or former any other performer. If any issues arise with a patron or they make you feel uncomfortable, advise the Duty Manager immediately.

12.1 Friends/family or partners

- a) When you are contracting your services, partners/spouses are not permitted in the club. When you have completed contracting your services they may enter the premise.
 - b) Friends and family are more than welcome but they are not exempt from our Club house rules and will be treated as a patron.
 - c) Where unwanted friends, family or ex partners present, please advise the Manager on Duty who will resolve the situation.
- ONLY the Manager on Duty has the authority and right to remove any patron.

13. PROPERTY BOND

Carparts hold the right to hold an establishment property bond which covers any loss in revenue or property incurred by you relating to your contracted services. A bond is \$1,000 and \$100 for a wristband and held by Carparts until you have terminated your services.

14. FORCE MAJEURE

In accordance with clause 22 of the Independent Contractor Agreement, any bonds or payouts will be suspended until Carparts is in a position hand over any expenses due.

15. WRISTBAND

Access around the premise is monitored by an electronic swipe system. The wristband will provide access to the changing room, private dance rooms and the Champagne Room (VIP). The wristband activates the lights in a private dance room which act as a timer where the lights will signify the end of your dance. You are required to bring the wristband each time you are contacting your services.

- a) Before you are issued a wristband, a bond of \$100 shall be required which shall be used to meet the cost of loss or damages.
- b) In the event you have lost your withstand a further \$100 will be required for a replacement
- c) Where an old wristband is found \$100 will be refundable to you.
- d) Where you have terminated your contract the \$100 will be refunded back to you

16. STAGE PERFORMANCES

16.1 Terms of service

When providing your services as a stage performer the following must be adhered to:

- a) Stage spots are compulsory, unless agreement has been arranged with management
- b) When there are patrons in the club a performer MUST be onstage at all times.
- c) Stage spots can consist of 1, 2 or even 3 performers at a time. This is decided by the Manager on Duty.
- d) A single stage spot consists of 3 songs
- e) You have 3 songs to allow for your performance, tip collection and tip rounds.
- f) You must be completely nude by the end of the stage spot.
- g) Nudity is only permitted during your stage spot (or private dances)
- h) No nudity, motor boats or seeking tips outside your stage spot is allowed
NO mouth contact, kissing, licking, biting is permitted on stage or on the floor
- j) Cages, podium and table tops are available for your services on shift
- k) Management may instruct a performer(s) to jump in our cages, podium or table tops.
 - 1) You are required to follow the Stage List. The stage list is presented on a screen backstage and is to be followed accordingly.
- m) Pole tricks must be performed with underwear
- n) Motor boats (accepting tips between breasts) and accepting tips with your mouth is allowed during your stage stop and tip rounds
- o) Touching between your legs during stage spots is not prohibited
- p) Opening your legs without underwear is prohibited
- q) Moisturisers, body tan, oils or serums should not be applied during shifts

16.2 Responsibilities

- a) It is your responsibility to know when you are on stage. Stage lists are updated regularly and consistently.
- b) Timing of lingerie removal during the stage spot is based on your preference. This does not constitute to a performer walking off stage removing clothing and will not be tolerated.
- c) You cannot jump on stage outside your designated stage spot, at any point, without approval from the Manager or hostess.
- d) Management or hostess may request your services
- e) Where services are performed by cage dancers, these performers have right of use of cages, podium and table tops over stage performers.
- f) Where cages, podium and table tops are in use a Manager or hostess may request performers to swap or rotate with other performers
- g) Where cages, podium and table tops are in use, you are prohibited from motor boats or removing clothes
- h) While there is no limit to how many tip rounds during a stage spot, a patron is only required to tip you ONCE during your stage spot.
- i) You may accept tips from patrons on the floor but it is unacceptable to expect tips outside your stage spot

j) Patrons may tip you, on the floor and during stage spots, but they are forbidden to touch you this includes but is not limited to:

-holding, grinding, grabbing, massaging, stroking, slapping etc.

16.3 Safety, hygiene and hazards

- a) Do not apply any type of lotions or creams during your shift if it will cause slippage on the floor and poles
- b) Pleaser or stripper shoes MUST be worn during stage spots
- c) You must ensure reasonable care with the stage itself, poles, props and other equipment.
- d) Be cautious of live cables, stage equipment & lighting when performing
- e) Any hazardous objects or equipment backstage or on stage should be avoided.
- f) Drinks, bottles or glassware should not be left on the speakers situated at the back of the stage
Please notify management immediately of any health conditions in relation to the use of lights, lasers & strobes.

16.4 Music

Music is operated by the Manager on Duty and is selected based on patrons in the club and the type of crowd. Music may be requested but the Manager is not obliged to undertake requests.

17. TIPPING

17.1 Terms and conditions

Income is derived from tips you collect whilst working. Tipping dollars must be exchanged at reception for legal tender. It is your responsibility to:

- a) Count your tips correctly, name your tips and the amount you counted
- b) Hand them to security or receptionist. Do not leave your tips unattended and unnamed
- c) A Tip Sheet will be provide for you to note your performer name, amount of tips handed in and the time it was handed in
- d) It is your responsibility to retrieve your tips before you leave.

Leaving or forgetting tips, failing to name your tips, count the correct amount or leaving tips on reception unattended could compromise chances to recover payments at a later date or at all.

17.2 Terms of services

Patrons are expected to tip the stage performers during stage spots. At all other times, tipping is at the patron's preference. For acceptable tip collection please refer to Clause 14.2(h), (i) and (i) of House Rules

Compulsory tipping

Tipping is compulsory during free entry hours or where Showgirls management deems appropriate not the performer. Compulsory tipping is a rule of the Establishment not the performer

- a) Where patrons are not tipping or refusing to tip DO NOT get aggressive or rude. Advise the Manager on Duty.
- b) Do not advise a manager a customer is not tipping or refusing to tip on your first encounter. Once your stage spot has completed and a customer had not tipped throughout the entirety of that stage spot, seek the Manager on Duty
- c) Performers do not have any authority to express to patrons they will be removed from the venue for not tipping

17. 3 Tipping etiquette

- a) Performers are prohibited from demanding tips from patrons
- b) Patrons are only required to tip at least once during a stage spot
- c) Please avoid approaching patrons who have just entered the venue for tips
- d) Do not approach patrons ordering drinks at the bar for tips
- e) Patrons are not required to tip during private lap dances

18. PRIVATE DANCES

As you are essentially operating your own business, the more private dances you undertake, the higher your income. Bookings are made at the Dances & Shows booth also known as the Hostess Booth. You will receive a receipt with details including the type of service and income made with each booking.

18.1 Terms of services

Private dances are obliged to be sexually suggestive anything more than this is forbidden. Touching during private dances is allowed at your discretion. Where restrictions outside the rules of engagement arise you must advise the patron of those rules before engaging in the sale. Terms of services rules of engagement apply to both male and female.

Showgirls requires you to adhere to the following rules during private dances:

- a) Patron clothing remains on at all times (jackets/coats and shoes may be removed)
 - b) NO touching between the legs, patron must have 20cm minimum distance from this area
 - c) Patrons can touch your buttocks, at your discretion but a 20cm minimum distance applies between legs
 - d) Patrons can touch breasts, at your discretion
- NO mouth contact (kissing, biting, licking) by patron or performer

- f) NO sexual stimulation. Rubbing, gridding or bouncing on patrons groin is forbidden
- g) Cell phones are prohibited
- h) Patrons MUST be seated at all times during the private dance
- i) Patron or performer are not to cover the cameras at any time during the private dance

18.2 Responsibility

Penetration, stimulation, touching between the legs, oral contact or any other sexual favours is forbidden and illegal. Any breach to the terms of services may result in immediate termination of services pursuant to clause 9 of the Contractor Agreement.

- a) Surveillance cameras are operating in all private lap rooms and are always monitored
- b) The Manager on Duty has the authority to stop any private dance, at any time, where any misconduct is suspected in that private dance
- c) Where a private dance has been stopped by management protocol will be followed please refer to clause 9 of these House Rules
- d) Performers are responsible for understanding the rules before any service is commenced e) Performers must explain the rules clearly to patrons before any sale of services is commenced. This is not only for your safety but also protects your earnings if the patron has broken the rules, see clause 16.3
- f) Performers are responsible for ensuring patrons are following the rules. Give fair warning where necessary and ending a private dance where required, see clause 16.3

18.3 Performer safety

Where patrons have broken the rules, make you uncomfortable or exhibiting unacceptable behaviour, in accordance with clause 16.2 of the House Rules, and the performer has met their responsibilities in respect of clause 16.2(d), (e) and (f); the performer has the right to:

- a) Where minor or accidental rules are broken, give fair warning and reiterate the rules (patrons can be warned 1-2 times depending on the severity of the action). By the third warning, private dance should be ended.
- b) Where intermediate rules are broken, a stern warning and reiteration of the rules is necessary (depending on the severity of the action). One warning only, then private dance should be ended.
- c) Where serious actions have occurred, private dance should be ended immediately.

Where any private dance has been ended by the performer, you MUST advise the Manager on Duty immediately.

Where you feel unsafe at any point of the private dance and are unsure how to get out of the situation please try to:

1. Leave the private room immediately where you can safely do so, or excuse yourself to use the restroom
2. Call the hostess booth and ask for the Manager, express urgency. Where this is unsafe to do so, pretend you are calling for room service.

3. If you are unsure how to manage such situations, please advise the General Manager before accepting terms of services.

18.4 Private Rooms provided for services

As mentioned above, surveillance cameras are operating in all private rooms and are monitored at all times this is for your safety and protection. Phones are available in each room for room service or assistance.

- a) Private Rooms are assigned to you at the time of your booking at the hostess booth
- b) Standard private room bookings are 20, 30, 45, 60 minutes
- c) Standard private booth bookings 10 and 15 minutes
- d) Champagne Room (VIP) Rooms and Shower suites bookings start at 60 minutes
- e) Champagne Room (VIP) Booths bookings are 30, 45, 60 minutes
- f) Your wristband will activate the time started in private rooms
- g) Lights will dim once private dance has started (before time starts room is white and bright)
- h) A rainbow cycle lights setting will occur when there is 10 minutes remaining
A second cycle lights setting will occur when there is 5 minutes remaining
- j) The lights will turn red before turning white and bright to indicate the end of the private dance
- k) The light cues are useful for not only keeping track of the time but to also recommend an extension of the private dance
- l) All standard booths and VIP Booths do have lighting cues and are not timed. The performer will be required to keep track of the time remaining

18.5 Champagne Room (VIP) provided for services.

The Champagne Room is our VIP Lounge with a private bar. The terms and conditions set out in clauses 16.1 to 16.4 of the House Rules applies.

- a) A complementary drink, chosen by Showgirls, is presented with every first VIP booking
- b) Shower suites can be booked as just a room booking or upgraded to a Shower Show
- c) Where you have been assigned a Shower suite room, performers are not to enter shower or use materials UNLESS a Shower Show has been paid for
- d) A Shower Show is an additional feature to our shower suite rooms which involves performing in the shower with the use of shower foam and body wash provided
- e) A shower show is exclusively performed by performers only. Patrons are not to get in the shower.
- f) Performers must not leave their booth or room unclothed (robes may be available, ask staff)
- g) Upon entrance to the VIP bar, customers are likely to sit and order a drink, it is your responsibility to activate the start time AND advise customer when that time has started.
- h) There are a number of amenities available for performers to utilise a sale or keep patrons extending private dances these include but are not limited to:
 - Private pole rooms, karaoke, black jack table, a TV room (movies, YouTube, xbox) etc.

19. SPECIALITY SHOWS

Speciality Shows are trained performances delivered by our performers and is what Showgirls is well known for. We take pride in providing a different and exciting experience for our patrons. Speciality Shows are run by management and occur in-between stage spots at the Manager on Duty's discretion.

19.1 Responsibilities

- a) A scheduled speciality show will be announced by the stage list, see clause 14.1(1)
- b) Curtains will close for setting up shows - key indicator to patrons a show is coming up
- c) Once the curtains reopen, the show has started
- d) Once the show starts you are prohibited to go in or out of backstage until that show is finished e) When the show is finished the curtains will close again for cleaning up the stage and entering or exiting backstage may resume
- f) You may be required to assist with cleaning the stage after a show. ONLY exemption from this request is where a performer is being booked for a private dance or you are on stage immediately after the show.
- g) Stage spots immediately after a show are to begin on the Banana Bar (the curved table in the centre of the club) whilst the stage is being cleaned. When the curtains reopen, that is your cue the stage is safe to perform on

Interest in performing Speciality Shows are welcomed. Any interest or queries can be made to the Operations Manager. Performances for shows are paid.

20. EARNINGS

Where no breach of the House Rules or Contractor Agreement exists, private dances, speciality shows or any commission earned, earnings are settled at the end of every shift. It is your responsibility to check your income before leaving the premise. Leaving before-hand could compromise chances to recover payments at a later date.

Monday - Thursday from 12pm - 7pm private dances are half price. Below is a schedule of what the patron pays & the income you derive from each performance.

20.1 Commission

Commission on selected bar products will be published backstage & via the Showgirls Noticeboard Facebook Page as they change seasonally. Commission on these products are included in your income & deposited into your bank account with dance income every Monday.

Where performers are paying Tax though showgirls, please refer to schedule 1

Monday - Thursday from 12pm - 7pm private dances are discounted.

Below is a schedule of what the patron pays & the income you derive from each performance.

Bookings are per dancer or per patron.

	STANDARD RETAIL	DANGER INCOME	STANDARD DAY	DANGER INCOME
10 MIN BOOTH	110	50	70	45
15 MIN BOOTH	130	65	80	55
20 MIN ROOM	165	95	95	70
30 MIN ROOM	195	120	115	90
45 MIN ROOM	265	150	150	125
60 MIN ROOM	375	240	200	175
30 MIN VIP BOOTH	305	135		
45 MIN VIP BOOTH	380	220		
60 MIN VIP BOOTH	490	270		
60 MIN VIP ROOM	540	300		
60 MIN SHOWER SHOW	590	315		
60 MIN VIP HOST	300	100		
STAG SHOW	300	90		

Please note: From time to time, we may update these House Rules & that you will also expect to adhere to any updated House Rules that we notify you of. We will notify you of any updates or changes to the House Rules by displaying them in a prominent position on the SG premises backstage on the noticeboard & digital screen & via the Showgirls Noticeboard Facebook Page. Request to be added to this page to ensure you are up-to- date of any changes.

PARTIES

1. Carparts Ltd ("Carparts")
2. ("the Contractor")

BACKGROUND

- A. Carparts trades as Showgirls, an entertainment establishment located at 55 Customs Street East ("the Establishment")
- B. Carparts wishes to engage the Contractor as an independent contractor to perform entertainment services at the Establishment on the operative provisions provided in this Agreement and in accordance with the House Rules and Policies developed by Carparts and updated from time to time.
- C. The parties acknowledge and record that the real nature of their relationship is that of an independent contractor and principle and that the Contractor is in business on their own account. Nothing in this agreement is intended to create an employer/employee relationship.
- D. Nothing in this agreement creates an obligation on Carparts to provide the Contractor with any or any minimum amount of work.

OPERATIVE PROVISIONS

Contractor's obligations

3. The Contractor shall perform the services set out in Schedule lannexed to this agreement or as otherwise agreed between the parties from time to time ("the Services") during the term of the Agreement and at the Establishment or any other venue as Carparts may in the future acquire.
4. The Contractor will, during the term of this Agreement:
 - a. Perform the Services to a high and professional standard and in accordance with Carparts' goal of ensuring that the Establishment is the most successful and highly reputed within the entertainment industry,
 - b. Provide, at their own cost, any further resources necessary to enable them to achieve their obligations under this agreement,
 - c. Comply with all relevant laws and regulations applicable to the conduct and performance of the Services,
 - d. Work with officers, employees and clients of Carparts in a respectful, competent and professional manner,

- e. Comply with Carparts' reasonable directions, policies and instructions in relation to the performance of the services, and to read and update their knowledge of any change in policy as posted in common areas of the Establishment and/ or via multimedia sources from time to time,
- f. Exercise all due care and skill in the handling of any property belonging to Carparts,
- g. Comply with House Rules developed by Carparts ("the House Rules"), a copy of which is attached to this Agreement,
- h. Provide the services on the times and dates set out in dancer rosters provided to the Contractor (unless a medical certificate obtained on that date that services are to be provided is produced to Carparts) and, is subject to the terms of this Agreement, prepared by Carparts in consultation and agreement with the Contractor,
- i. Except as provided in this Agreement, the Contractor shall not at any time either during the term of this Agreement or after its expiration or termination for whatever reason, use any part of the Confidential Information or Intellectual Property for any purposes whatsoever,
- j. Not either personally or together with any other independent contractor or any employee of Carparts or with any third party whatsoever, directly or indirectly engage in any form of sexual services with any patron or more than one patron, either at the Establishment or another venue.

No obligation to provide or undertake services

5. While Carparts will use its best endeavours to utilise the services pursuant to this Agreement, the Contractor accepts:

- a. No guarantee of Services or any minimum amount of services shall be given by Carparts to the Contractor; and
- b. No guarantee of Services for the requested dates and times given by the Contractor or any requested amount of dates and times requested by the Contractor.

6. The Contractor shall not be under any obligation to undertake the Services, except where the Contractor has confirmed services by Carparts provided in accordance with the weekly Roster

7. Carparts shall not be under any obligation to undertake services for any date and time of service, requested by the Contractor, where the Services are not within the confirmed weekly roster

8. Carparts shall not be obligated to provide or undertake services, of dates and times off, requested by the Contractor. The Contractor agrees they are not entitled to leave (in accordance with the Employment Relations Act 2000) unless approved by Carparts.

Terms of Variation of Contractor Agreement

9. Where either party proposes an amendment or variation to the existing Agreement, the terms of the amendment or variation must be agreed by both parties and detailed in writing

10. No amendment or variation to the existing Agreement shall come into effect until a Variation of Contractor Agreement is signed by both parties

Termination

11. This Agreement can be terminated as follows:

- a. By either party giving two weeks' notice, or
- b. Immediately, by written notice to the Contractor in any of the following events:
 - i. Where more than three instances of breach of this Agreement, the House Rules or any other policy of Carparts, whether or not such instances of breach are notified to the Contractor or not,
 - ii. Where there is any act of gross insubordination by the Contractor to any employee, agent or officer of Carparts,
 - iii. Where the weekly roster is confirmed and submitted, the Contractor fails to attend the Establishment, in accordance with that weekly roster, to perform the Services without first securing the agreement of Carparts to do so, iv. Where the Contractor is intoxicated at the Establishment, whether performing the Services or not,
 - v. Where the Contractor is under the influence of any illegal substance or drug at the Establishment, whether performing the services or not,
 - vi. Where the contractor acts in such a way that Carparts, in its sole discretion, deems to be disrespectful to any patron, other contractors of Carparts or any employee, agents or officers of Carparts,
 - vii. Where the Contractor engages in theft of property belonging to a patron, other contractor of Carparts or any employee, agent or officers of Carparts,
 - viii. Where the Contractor wilfully damages any property belonging to a patron, other contractor of Carparts or any employee, agent or officers of Carparts,
 - ix. Where the Contractor engages in direct or indirect sexual activity with a patron, whether at the Establishment or at another venue.

Personal belongings and resources of the Contractor

12. The Contractor agrees that in performance of the Services they will supply their own clothing, shoes, towels, make-up and costumes, and that they will have no claim against Carparts for the use of such resources, the cost of which is to be absorbed by the Contractor as part of the expenses incurred in the performance of the Services in the running of their own business

13. Carparts is not responsible for any personal belongings or resources of the Contractor which are used in the performance of the Services and which may be damaged, stolen, destroyed or suffer fair wear and tear whilst used in the performance of the Services.

Health and Safety

14. The Contractor will collaborate and work with Carparts to the extent necessary and take all reasonably practicable steps to ensure their own health and safety. The Contractor must comply with the Health and Safety at Work Act 2015, any regulations made under the Act, any other health and safety laws, and any health and safety policies, directives or procedures of Carparts whilst the Contractor is at the Establishment or performing the Services.

Drug and alcohol use at the Establishment

15. Where drug and alcohol use is a suspected factor in the impairment of performance of the Services or where the Contractor is involved in an on-site accident or incident as a consequence of such impairment or where Carparts has reasonable grounds for suspecting the Contractor is under the influence of or affected by illegal drugs or alcohol, Carparts may require that the Contractor:

- a. Undergo a non-intrusive test,
- b. Suspend further services until an investigation is undertaken,
- c. Immediate termination in accordance with clause 11(b)

Restraint of trade

16. The Contractor agrees not to perform services that are the same as or substantially similar to the Services (the proposed services) for or with any competitor of Carparts in the Auckland Region during the term of this Agreement, unless Carparts has given prior written approval to do so. This clause applies regardless of whether the proposed services are to be performed as an employee, contractor, agent or in any other capacity.

17. The Contractor acknowledges that clause 14 is reasonable and necessary in order to protect the legitimate interest of Carparts.

Independent Contractor

18. The parties agree that this agreement is not to be interpreted as a partnership, joint venture or employment contract. The Contractor is engaged as an independent contractor and acknowledges and understands that as such:

- a. As an independent contractor, the Contractor is responsible for payment of their own personal taxes with the Inland Revenue Department for income derived as a result of providing the Services, including any associated duties, levies, ACC, GST and taxation,
- b. Carparts will make no deductions on account of tax other than any deductions which Carparts is required by law to make. For the purpose of avoiding doubt, the Contractor acknowledges that where the Services are of the type covered by schedule 4 of the income Tax Act 2007, Carparts may deduct tax from any payments to the Contractor at the applicable rates prescribed in that schedule 4. Carparts may decide in its sole discretion whether or not the Services are of a type or nature covered by that schedule 4,
- c. In the event Inland Revenue Department makes any inquiries to Carparts to pay, deduct or withheld any tax in respect of the payments made under this Agreement after such payments have been made to the Contractor, the Contractor agrees to refund to Carparts that amount of tax,
- d. The Contractor will indemnify and keep indemnified Carparts the payment of any taxes, fees, duties, penalties or other charges imposed on Carparts by any government related authority arising out of or in relation to this Agreement,
- e. There are no provisions of the Employment Relations Act 2000 that shall apply to, or be implied, within this Agreement
- f. Where the Contractor is already paying tax directly to Inland Revenue, a letter from Inland Revenue (such as IR330 form) is required to be provided to Carparts.

Revenue derived by the Contractor pursuant to this Agreement

19. The Contractor acknowledges that total revenue, and from performances of the Services, are derived in tips, gratuities and commission from private performances and products and payments from Carparts for any other entertainment services including but not limited to speciality shows and/ or out-bookings.

20. Where the Contractor is offered a private performance, speciality show, out-booking or other entertainment service, the Contractor is not required to accept the same. Where the Contractor does accept such a private performance, speciality show, out-booking or other entertainment service, the relevant commission will be agreed in advance.

21. There is no minimum amount of income guaranteed to the Contractor by Carparts nor should any minimum income be implied within this Agreement.

22. In the event of a client complaint to Carparts about the Contractor's Services being upheld by Carparts and resulting in a refund to the client, there will be a commensurate deduction from any monies paid to the Contractor pursuant to this Agreement.

23. In the event of any discrepancy in the Services or potential services provided by the Contractor, Carparts shall:

- a. Withheld revenue derived by the Contractor until resolution, in accordance with clauses 26 to 28 of this Agreement, has been resolved,

- b. Suspend further Services until resolution, in accordance with clauses 26 to 28 of this Agreement, has been resolved,
- c. Termination of services pursuant to clause 11(b) of this Agreement.

Force majeure

24. If performances of the Services is prevented, delayed or obstructed because of an act of God, inevitable accident, fire, lockout, strike, riot or civil commotion, failure or delay or transportation facilities, pandemic, civil riot or any other reason beyond the control of Carparts, Carparts will immediately suspend the Services during the continuation of such preventions, obstructions or delay and the Contractor shall not be entitled to receive any fee or payment for the period of such suspension.

25. As a result of clause 22 where by law, Carparts is required to meet any obligations outside this Agreement, the Contractor will be advised and expected to comply accordingly.

Dispute resolution

26. In the event a dispute arises between the parties in relation to any matter touching on this agreement, either party may give the other party a notice of dispute ("the dispute notice").

27. Upon a dispute notice being provided pursuant to clause 26, the parties shall meet to endeavour to resolve the dispute within 10 working days of the dispute notice.

28. If the dispute raised by the dispute notice has not been resolved within 20 working days of the date of the dispute notice, either party may, by notice to the other party, refer the dispute to mediation. The mediation will be conducted in Auckland by a mediator appointed by Carparts.

29. Nothing within clauses 22 to 27 prevents either party seeking injunctive relief from any Court.

General provisions

30. The commencement date of this Agreement shall be _____ and shall continue until this Agreement is terminated or ends.

31. No amendment or variation to this Agreement will be effective unless it is in writing and signed by both parties.

32. Carparts is entitled to assign the benefits and burden of this Agreement to any party by written notice to the Contractor.

33. This Agreement is the entire agreement between the parties and supersedes all prior negotiations, representations and agreements given or made between the parties relating to all matters dealt with in this Agreement.

34. No delay or omission by any party to exercise any right pursuant to this Agreement will constitute a waiver of that right.

Acknowledgement of advice and understanding this Agreement

35. The Contractor acknowledges that they have had the opportunity to take advice on the effects and implications of this Agreement and that where they have chosen not to do so, they have done so of their own free will and choice. The Contractor acknowledges that they have read and understood the effects and implications of this Agreement.

Acknowledgement of status to work

36. The Contractor acknowledges that they are not aware of any lawful reason why they are unable to perform the Services having regard to any obligations under New Zealand legislation including but not limited to Immigration Act 2009 or any other immigration requirements. The Contractor acknowledges that they currently hold all lawful visas necessary to undertake the Services and will immediately disclose to Carparts should there be any investigation or enquiry commenced by any governmental authority or agency in relation to any visa or taxation issue affecting the Contractor including providing copies of all documents related to the same to Carparts.

Definitions

"Agreement" means this Agreement and includes the Background section, the Schedule together with all appendices and annexes.

"Confidential Information" means all information which is or may become commercially valuable to Carparts regarding the current or future business interest or affairs of Carparts or the business of Carparts or the Establishment of any suppliers or customers or any of them (including all customers, suppliers and details) together with all other information relating to the business of Carparts and the Establishment and the Intellectual Property including and/or together with all know-how, trade secrets, planning or marketing procedures, techniques or information, accounting procedures or financial information, the terms and conditions of this Agreement and any other agreements between Carparts and any third parties, the contents of the House Rules, in whatever form such information may take, be it recorded or stored and wherever originated.

"House Rules" means the House Rules attached to this Agreement, and as may be modified and updated from time to time by Carparts.

"Intellectual Property" means any trademarks, trade names and signage designed for the Establishment, the Showgirls branding and the business of Carparts including any copyright materials,

know how, get-up, logos, symbols, insignia emblems, goodwill in the business of Carparts, Showgirls and the Establishment, directory listings, yellow and white page listings, email accounts, addresses, websites, 0800 number connections, domain names, telephone and facsimile numbers and all other listings, connections, entries and names, and all other forms of intellectual property or intellectual property rights whether created before or after the date of this Agreement whether registered or unregistered, and whether existing in New Zealand or elsewhere which are or become owned or available to Carparts.

"Patron" means any customer, client or prospective customer or client of Carparts.

The Contractor confirms they have received a copy of this Agreement.

The Contractor confirmed they have received a copy of the House Rules.

Showgirls

Code of Conduct

A Code of Conduct is a set of rules or standards describing the behaviour expected by staff in the workplace.

1. Relations with Showgirls are to be conducted in a friendly and respectful manner. This includes all managers, floor staff, dancers, security and customers.
2. Personal opinions or criticisms of others are to be kept to yourself.
3. Relationships between staff and patrons are to remain strictly professional and within Showgirls.
4. Private Information of staff, dancers and/or security is strictly confidential and not to be discussed with customers. This includes real names of dancers and staff, age and nationality, contact details and information regarding staff/dancers and/or security having partners and/or children.
5. Dancers are allowed to accept gifts from customers but are not allowed to ask customers for gifts. This includes money and personal items.
6. Customers of Showgirls have inclusive access to all dancers. Staff Dancers are not exclusive to a customer and customers are not exclusive to staff and/or dancers.
7. Dancers who turn down a private show because they do not feel comfortable are to do so in a professional and respectful manner.
8. Dancers' physical appearance and social behaviour is a representation of Showgirls and should be maintained at a high standard.
9. Dancers are to remain in control of their actions and behaviour at all times. Excessive alcohol intake or illegal drug use before or throughout shift will NOT be tolerated.

Anyone who feel they can no longer accept the rules and practices of Showgirls should consult management before accepting the code of conduct.

Full Name

Signature

Stage Name

Date

"Consequences for violation of Code of Conduct is at the manager's discretion. Any problems with dancers or other staff members that cannot be resolved may be discussed with management.

Any discussions with management are private and confidential.

Golden Dragon Girls

INDEPENDENT CONTRACTOR TERMS AND CONDITIONS

(Please read this carefully and if you have any questions don't hesitate to ask.

Golden Dragon Girls LTD - 505 Main Street provides you with safe venue and environment to carry out your services. 30% fee of your total weekly earnings is taken out for use of the venue. The money from customers goes into Golden Dragon Girls designated business account and paid out to you once money clears following Monday 10.15am. Once you take your first shift, you are agreeing to these terms and conditions)

1 form of ID sighted. No ID - no work, no exceptions.

1. Nature of terms and conditions

1.1 The terms set out in this document, in the attached schedule or any letter of engagement ('jointly the Schedule'), or expressly incorporated constitute the entire agreement between the parties and replaces any previous agreements or understandings.

1.2 If there is any conflict between the terms in this agreement and the Schedule then the terms in this agreement will apply.

1.3 The contracting parties are the Golden Dragon Girls LTD and the person named in the Schedule as "the Contractor."

1.4 Nothing in this agreement is intended to confer a benefit on any third party or create an obligation enforceable by any third party.

1.5 Golden Dragon Girls LTD may offer other engagements to the Contractor from time to time, but nothing in this arrangement is intended to imply that further engagements will be offered unless expressly recorded in writing

2. Contractor's Obligations

2.1 The Contractor will provide the services described in the Schedule ('the Services') from the Start Date until the Termination Date specified in the Schedule.

2.2 If the Contractor's contractual obligations to the Principal conflict with its obligations to third parties at any time the Contractor will give priority to performing its obligations to the Principal, except that nothing in this Contract obliges the Contractor to accept any a particular engagement.

2.3 The Services must be provided predominately on Friday, Saturday between 9.00pm and 3.00am unless agreed otherwise between the parties. Subject to change over summer period adding on Thursday if agreed by majority of contractors.

2.4 The Contractor must report to the Golden Dragon Girls LTD nominee identified in the Schedule, and comply with any special conditions set out in the Schedule

2.3 The Contractor will:

- a. Carry out the Services in an efficient and professional manner to the best of the Contractor's ability, and exercise a standard of care and perform to a level of skill commensurate with that which would be expected of a competent and prudent provider of the Services.
- b. Immediately remedy any defects or errors in the Contractor's performance of the Services notified to the Contractor by the Golden Dragon Girls LTD (manager).
- c. Comply with any of the managers reasonable requirements.
- d. Do nothing to put the Contractor or Golden Dragon Girls LTD in breach of any legal obligations or duties, including copyright restrictions.
- e. Be courteous in dealing with the Golden Dragon Girls LTD employees and contractors
- f. Do nothing to adversely affect the managers business or reputation.
- g. Not make any press or other public announcement concerning any aspect of this Contract, or make any use of the managers name without prior written consent from the manager.
- h. Contact the manager immediately for assistance if the Contractor encounters any difficulty in providing the Services.
- i. Advise the manager as soon as practicable if unable to complete any aspect of the Services (whether due to illness or other reasons).

3. Payment

3.1 The Golden Dragon Girls LTD will pay the Contractor the amount properly invoiced no later than the Thursday following week if it's through internet banking or Friday following week if it's in cash.

3.2 levies

The Contractor is solely responsible for meeting its own liability for tax or/and ACC

4. Equipment and Contractual Status

4.1 The manager will provide the Contractor with any specific equipment necessary to provide the Services. The Contractor will return the equipment on termination.

4.2 Despite the provisions of clause 4.1, the Contractor is in business on its own account and neither the Contractor nor the Nominated Person are an employee, agent, or representative of the manager

and will not hold themselves out as such at any time, or incur any liability on the managers behalf, without express authorisation from the manager.

5. Health and Safety

5.1 The Contractor will comply with Health and Safety legislation and managers Health and Safety policies, and will take all practicable steps to ensure its own safety, and the safety of any other persons while providing the Services.

6. Confidentiality and Security

6.1 All confidential information given by the manager to the Contractor will remain the managers property. The Contractor will not disclose any such information to any third party.

6.2 The Contractor will observe all security arrangements reasonably required by the manager.

7. Contractor's Indemnity and Insurance.

7.1 The Contractor shall be liable both during and after the term of this agreement, and shall indemnify the manager against, all claims, losses, actions, damages, costs (including legal costs) or expenses arising out of or in connection with the performance of the Contractor's obligations under this Contract.

8. Waiver and Representations

8.1 Any waiver or consent given by either party must be in writing and will be effective only in the specific instance and for the specific purpose for which it is given.

8.2 If either party delays or does not exercise any right or remedy under this contract, it is not a waiver of that right or remedy.

8.3 The Contractor acknowledges that the manager has made no representations to the Contractor regarding the subject matter of this contract.

9. Dispute resolution

9.1 Any ongoing dispute between the parties will first be referred to mediation, and if no resolution is achieved it will be referred to arbitration conducted in accordance with the Arbitration Act 1996

9.2 The parties must continue to comply with their obligations under this contract during the dispute resolution process, but disputed payments may be withheld pending resolution.

10. Termination

10.1 This Contract continues until terminated in writing by either party on 28 days' notice

10.2 Despite clause 10.1 either party can terminate this Agreement without notice for material breach of the other, including breach of clause 2.5b.

Terms and Conditions

- Always check your job sheet so you're aware of the job you're taking, date and time and money that has to be collected.
- Give customer a call an hour prior the job to make sure everything is set up (available devices for music, venue, a place to change ect)
- Music has to be sorted prior the job, please ask the customer if they have a stereo, bluetooth speaker, aux cord. (we suggest using a phone that can be connected with aux cord or bluetooth, having your own portable speaker is also handy)
- Arrive at the job 15 min early to collect money, set up music and dance area.
- Money MUST BE collected upon arrival unless it has been paid in full
- You agree not to give out personal cards or phone number to customers you meet through Golden Dragon Girls.
- Give out our business cards on each job
- Any photos that have been taken through Golden Dragon girls are not to be used with any other websites or agencies.
- If any upgrades were to happen on the night please contact management or have the client do so. We will send through the details of new charge.
- You must agree to pay the comission within two working days, if the jobs fall on Friday to Sunday comission must be paid on the Monday unless we have arranged otherwise.
- If comission hasn't been paid within a 14 days you will be fined with \$50 penalty fee, up to 28 days it will be taken to debt collecting agency.
- If any problems occur on the job or job isn't what has been explained on the job sheet, please contact the management so it can be sorted.
- You agree to promote us in professional way with the respect to clients and management.
- As the face of the Golden Dragon Girls you are to take pride in your appearance and attitude. In failing to do so, you may lose the opportunity being booked again.

- Be aware that you are to be treated with respect by our customers, management and other staff members. You are never expected to work in the environment where you feel unsafe or disrespected. If you're ever in the situation please advise management immediately.
- We have a three strike policy. You have three chances to work for us, so if you don't follow our terms and conditions, ever act disrespectful, unprofessional, not show up to jobs you will be let go. We contact our customers after every job for feedback. This will be available to you if required.
- You're not to accept or offer jobs to other Golden Dragon Girls staff.
- Fines are enforced to maintain high integrity by our staff

Fines

Late up to 15 min without a call - \$30

Late 16 - 30 min - \$50

Late 31 - 60 min - \$70

Late more than one hour - \$90

Cancellation within 24 hours with replacement found - \$40

Cancellation within 24 hours without replacement found - \$100

No show, no call, no advisement - \$150

Prices

Standard strip \$130

Nude strip \$140

Raunchy show (bodyslide) \$150

Dominatrix \$180

Raucy Dominatrix \$190

Pearl \$200

Raunchy Pearl \$220

Hot vibe \$250

Stag hot vibe \$300

Teaser (3 different acts) \$350

Double trouble raunchy show \$150 each

Double trouble hot vibe \$250 each

Skimpy/theme \$40 an hour

Bikini \$50 an hour

Lingerie \$70 an hour

Topless \$100 an hour

Nude \$200 an hour

These are standard prices throughout New Zealand booking agencies

Lap dance break down

Price/ Girl / Club

No touching

10 min - \$50/535/\$15

15 min - \$75/552.50/\$22.50

30 min - \$100/\$70/\$30

45 min - \$125/587.50/\$37.50

1 hour - \$150/\$105/\$45

Touching

10 min - \$100/\$70/\$30

15 min - \$150/\$105/\$45

30 min - \$200/\$140/\$60

45 min - \$250/5175/575

1 hour - \$300/\$210/590

1 hour outcall - \$400/\$250/\$150

Stage shows - standard stripogram price, commission instead of 30%
30% tips goes to the club

Body shots commission \$10

Golden Dragon cocktail commissions \$10

Appendix B

Commerce Commission email communication

From: Molly Hiles <[REDACTED]>

[REDACTED] Calendar Girls

Date: 8 May 2023

To: contact@comcom.govt.nz

Cc:

Kia Ora,

I would like to report a contract that I believe should be investigated by the Commerce Commission. I believe this should be investigated as a small trade unfair contract term.

In January this year (2023) Calendar Girls sent a new contract out to all of its workers, classed in the contract as 'independent contractors'. The contract is a standard form contract, where Calendar Girls workers are not allowed to negotiate the terms of their contract. This was made very clear when 19 dancers who tried to negotiate were publically fired on 31st Jan 2023, for requesting to negotiate the changing contract.

The nature of the independent contractor relationship in this situation is that the club provides a venue, (and ideally security), and the contractors use the venue for their services. The club takes a percentage of the contractors earnings in return for proving the venue. The contractor is not paid an hourly wage and does not receive any sick leave, holiday pay, or annual leave.

Each contractor signs the contract with the club as an individual. The total value of the contract is less than \$250,000

There are several unfair terms in this contract. I would like to focus on the most egregious term that has been the cause of public outrage recently, the 'inconvenience fees'.

The 2023 Calendar Girls contract states a list of 'inconvenience fees' that independent contractors can be issued at the discretion of the manager.

These fees are as follows:

- (a) Missed stage spot \$250
- (b) Lateness for shift (without approval) \$100
- (c) Unkempt appearance \$100
- (d) Intoxication during shift \$500
- (e) Not showing up to work \$250
- (f) Walking out \$500
- (g) Loitering in changing rooms for unacceptable amount of time \$200
- (h) Rudeness to patrons or management \$500 and forfeiture of 50% of tips
- (i) Multiple club complaints or demanding to be tipped by the Contractor \$500 and forfeiture of 50% of tips
- (j) Wearing Gstring during second song/during tip round \$250
- (k) Misuse of cell phone \$100
- (l) Swearing, racial or homophobic comments \$250
- (m) Obscene gestures \$100

The presence of these fees in the contract, regardless of if they are applied or not, is coercion. The threat of these fees deters workers from taking days off when they are sick, from enforcing their boundaries with clients (an essential part of safety within the job), taking breaks, and standing up for themselves. As an independent contractor, workers are there to make their own money on their own terms. Clubs keep these fines in their contracts as a way to intimidate their workers into complying with terms that are outside that of an independent contractor. When applied, the worker has no chance to dispute these fines before they are taken out of the workers pay. In some cases, fines will put workers 'into negatives' and mean that they are working off a debt to the club.

It is not necessary for the business to have these fees in the contracts. The amount charged to the worker far outweighs any potential earnings they may have lost the club. The club earns 100% of profits from door sales and drinks, which they can charge more for because their club has dancers. They also take 50-59% of all the workers earnings through bookings. There are many other stripclub contracts in New Zealand that also include similar 'inconvenience fees'. In some cases these fees are paid directly to the manager who fines them.

These fines, or even just the threat of them, enable venues to hold an unjust amount of power over their workforce. This imbalance of power is detrimental to all aspects of the workers health. Workers are not given an opportunity to dispute these fines before they are taken from their pay, and venues rely on stigma and financial pressure to ensure that workers do not pursue legal action. This is very effective, as dancers are often not seen as 'victims' in court due to some people finding their occupation 'controversial'. This is unacceptable as it allows venues to exploit their workers with no one holding them accountable.

These fines were brought to my attention in the Calendar Girls contact, but I have since found out that they are common in clubs across the country. This is a nationwide issue and needs intervention. Abolition of fines in contracts would allow workers in this industry to assert their boundaries and retain the money that they make. The safety of adult entertainers relies on their autonomy as independent contractors, and this autonomy is threatened when the club is able to deduct money on a whim for indisputable reasons.

There is currently a stripper activist group that is gaining traction around these issues in Aotearoa. They are called Fired Up Stilettos, and they formed after being fired from Calendar Girls after requesting contract negotiation. Fired Up Stilettos are pushing to pass a legislation that outlaws fines and bonds in stripclub contracts, along with giving adult entertainers the right to collectively bargain and restricting the amount of money venues can take from contractors. Fired Up Stilettos have featured several times in national news sources, including being featured in a TVNZ

Sunday episode. The public is behind them and pushing for change to make work safe and healthy for adult entertainers in our country.

This is an urgent issue. Workers in this industry have been conditioned into being exploited by their managers for a very long time, as adult entertainment has never received attention from the government. Strippers are not covered by the PRA, as we are not legally classed as sex workers. We have no legal protection as workers, and face extra hardship due to stigma, discrimination, and sexism. Strippers have known that change is needed for a very long time, but until now it has not felt possible. We have watched our colleagues be abused, exploited and stolen from, feeling there was nowhere to turn to. Fired Up Stilettos have opened these issues into the political space, and change is well overdue. Fired Up Stilettos have also put pressure on stripclub management, which has caused managers to further neglect the safety of workers. The longer this goes on without government action, the more comfortable venues feel about exploiting their workers.

Adult entertainment workers face constant barriers and dismissal when trying to defend their rights through government institutions. I hope that you can see past any feeling that you have for the profession and recognise the power imbalance these workers face due to sham contracting.

Kind Regards,
Molly Hiles

-----Original Message-----

From: Molly Hiles [REDACTED]

Sent: Sunday, June 25, 2023 9:12 PM

To: Commerce Commission Enquiries <contact@comcom.govt.nz>

Subject: Follow up on Calendar Girls contact complaint

Kia Ora,

I would like to know if there has been action taken about my complaint regarding the inconvenience fees in the Calendar Girls contract. I would appreciate an update.

Kind regards,

Molly Hiles

On 27/06/2023, at 8:00 am,

wrote:

Hi Molly

Our Enquires & Screening team has forwarded your email seeking an update on your complaint to me.

Your complaint regarding the Calendar Girls contracts and the use of inconvenience fees and other contract terms, had a preliminary assessment by our screening and enquiries team, and is now currently being assessed further by the Fair Trading Branch, as to whether the Commission is in a position to investigate the issues you have raised under the Fair Trading Act.

Once the further assessment is completed, it will go back to the Screening meeting for a final decision on what action the Commission

may be able to take. We will let you know the outcome when the process has been completed, which we hope will be by the end of July, subject to other competing work priorities.

Kind regards

Principal Investigator

Commerce Commission | *Te
Komihana Tauhokohoko*

55 Shortland Street | PO Box
105-222 | Auckland 1010 | New
Zealand

www.comcom.govt.nz

Sunday, July 16, 2023

10:43 AM

To:

Commerce Commission

Enquiries <contact@comcom.govt.nz>

Subject: Re: Update on your complaint re Calendar Girls contracts Follow up on Calendar Girls contact complaint ENQ0579060 [CCNZ-IMANAGE.FID323866]

Kia Ora

I have some updates in relation to the calendar girls contract situation. We recently received information that the dancers at Calendar Girls Christchurch have had additional, highly controlling requirements informally added to their contract. All

Calendar Girls dancers are currently on the contract that I sent through with my initial report. There is a group chat for rostering at Calendar Girls Christchurch which includes all dancers and management. Yesterday evening a manager posted in the group chat stating the following -

"Hey ladies, just a little admin going into next week.

- Minimum days for for CG's is 3 days a week. These are all 7pm starts.
- If you are working 4 days at CG's you get 1 late start.
- If you choose to work 5 days you can have 9pm starts every night.
- Friday and Saturday is compulsory unless you have approval from James or Courtney, or have given two weeks notice to have that night off.
- You need to give 2 weeks notice for any time off that is not due to sickness, injury or personal emergency.
- If you have a late booking or have been at the mansion, there will be no late starts if the booking finishes before 10am. If the booking goes later than 10am you are required to get a late start approval from Courtney or James.
- Please send your days into this chat so it is all in one place.
- Days off due to sickness or Injury require a medical certificate that must be sent to Courtney.
- If you work full time or have another reason you need reduced hours and late start/ early finishes. This must be approved by James.

Feel free to message me if you have any questions or concerns. Let's have a fab night tonight!! Xx"

As far as I can tell there are several problems with this! Especially with the fact that fines are still in the contract, any breach of these conditions would result in the dancers

being fined, or fired in the same way the 19 from Calendar Girls Wellington were fired. Because these are not reasonable people to work for it is incredibly difficult to push back against conditions like this being expected of you. Any push back is highly likely to result in the dancer being bullied or having their safety neglected at work. The owner of Calendar Girls also owns both the strip clubs in Christchurch, which is likely the reason he feels like he can introduce such terrible conditions. If the dancers piss him off they have no where else they can work without moving cities, so there is huge incentive to comply compared to other cities that have multiple clubs. I would assume this is the reason such rules haven't been introduced in Wellington and Auckland.

To control the hours of work of independent contractors to this degree seems far more like employment conditions. And expecting a medical certificate for any sick days is impractical, coercive and dangerous.

Regardless of whether these new rules could be considered 'legal', I don't believe you can unilaterally change a contract without the contracted workers agreeing.

I would appreciate any further updates you have on this initial calendar girls case as well, thank you!

Kind regards,

Molly

From:

Date: 20 July 2023 at 10:19:02 AM AEST

To: Molly Hiles <[REDACTED]>

[REDACTED] Commerce Commission Enquiries <contact@comcom.govt.nz>

Subject: Response to request for an update Update on your complaint re Calendar Girls contracts Follow up on Calendar Girls contact complaint ENQ0579060 [CCNZ-IMANAGE.FID363169]

Kia Ora Molly

Thanks for providing the updated information. We will add this material your complaint.

At this stage the information you provided has been assessed for potential investigation but it is not clear yet whether an investigation into the issues will be opened.

The Commission always receives more complaints than it opens investigations, and so the Commission needs to prioritise actual or potential breaches, which it does by considering a number of criteria. These are set out in our Enforcement Response Guidelines (**attached**) [Enforcement-Response-Guidelines-October-2013.pdf](#) and include:

- consideration of our current operational priorities and capabilities;
- available evidence;
- any areas of legal uncertainty;
- whether the complaint may lay outside our jurisdiction.

In making its decision, the Commission has to consider not only whether it could establish a breach of the Fair Trading Act, but also whether it has the capacity to take on a particular investigation over a number of other investigations. We will keep you updated as to whether any decision is made to open an investigation if a decision is made to do so.

Kind regards

Principal Investigator

Commerce Commission | *Te Komihana
Tauhokohoko*

55 Shortland Street | PO Box 105-222 | Auckland
1010 | New Zealand

www.comcom.govt.nz

On 27/11/2023, at 10:54 AM, Commerce Commission OIA Requests
<ويا@comcom.govt.nz> wrote:

Kia ora Molly

Further to your correspondence with Catherine, we would like to update you and advise that the Commission is not investigating Calendar Girls Ltd.

The Commission always receives more complaints than it opens investigations. As a result, it needs to prioritise matters we are able to investigate by taking account of a number of criteria. These are set out in the Commission's Enforcement Response Guidelines [Enforcement-Response-Guidelines-October-2013.pdf](#) and include:

- consideration of our current operational priorities and capabilities;
- available evidence;
- any areas of legal uncertainty;
- whether the complaint may lay outside our jurisdiction.

In making its decision on what it can investigate, the Commission also has to consider not only whether it could establish a breach of the Fair Trading Act, but also whether it has the capacity to take on a particular investigation over a number of other investigations. We appreciate this may be disappointing news.

Request received under the Official Information Act 1982 (OIA)

We also wanted to let you know that we received an email from fireupstilettos@gmail.com for an update on our consideration of the reports you submitted to the Commission. We have treated this as a request for information under the OIA. We intend to advise the requester this week that the Commission is not investigating Calendar Girls Ltd.

If you have any questions, please feel free to respond to this email.

Ngā mihi

From: Molly Hiles [REDACTED]

[REDACTED] November 2023 at 12:11:19 PM NZDT

To: Commerce Commission OIA Requests <ويا@comcom.govt.nz>

Subject: Re: Update on your complaint [CCNZ-IMANAGE.FID380418]

Kia Ora,

Thanks for your response. Can you please provide information on your decision making process around this decision?

Thanks,

Molly

From: Commerce Commission OIA Requests <uia@comcom.govt.nz>

Date: 27 November 2023 at 4:47:34 PM NZDT

To: Molly Hiles [REDACTED]

Subject: Commerce Commission - OIA 23.122 - Acknowledgement of Receipt [CCNZ-IMANAGE.FID383475]

Kia ora Molly

The Commerce Commission (the Commission) acknowledges receipt of your request under the Official Information Act 1982 (OIA) for information relating to your complaint.

You would like information about the Commission's decision making process.

We have logged your request under the OIA as **OIA 23.122**.

Under the statutory deadline, we need to respond to your request within 20 working days, on or before **16 January 2024**. We note that the period from 25 December to 15 January is excluded from the definition of working day under the OIA.

If we need to clarify your request further, we will be in touch with you shortly.

Please do not hesitate to contact uia@comcom.govt.nz if you have any queries in the meantime.

Ngā mihi

From: Commerce Commission OIA Requests <uia@comcom.govt.nz>

Date: 8 December 2023 at 9:30:47 AM NZDT

To: [REDACTED]

**Subject: Commerce Commission - OIA 23.122 - Response
[CCNZ-IMANAGE.FID383475]**

Dear Molly

Please see **attached** our response to your Official Information Act 1982 (OIA) request.

The Commission will not be publishing this response on its website.

If you have any questions, please do not hesitate to contact us at oiia@comcom.govt.nz.

Ngā mihi

8 December 2023

Molly Hiles

By email only: 

Dear Molly

Official Information Act #23.122 – Response

1. We refer to your request received on 27 November 2023 for information relating to your complaint on behalf of Fired Up Stilettos. You would like information about the Commission's (the Commission) decision making process.
2. We have treated this as a request for information under the Official Information Act 1982 (OIA).

Our response

3. Your complaint was assessed by the Screening and Analysis Team and Fair Trading Branch. As advised on 27 November 2023, the Commission has decided not to investigate Calendar Girls Ltd at this point in time.

How is a complaint assessed when first received by the Commission?

4. The Commission operates a complaints function to provide the public with a method of raising concerns directly with the Commission. It is also one of the ways the Commission identifies matters that it may choose to investigate and assists the Commission with prioritisation decisions and identifying sectors and industries that may require education and outreach. When a consumer or business contacts the Commission, either through our call centre or direct to one of our staff, with a complaint about a trader, this is lodged in the Commission's complaint database.
5. The Commission receives thousands of complaints every year across the legislation we enforce. Each complaint is initially assessed by the Screening and Analysis Team on the basis of the information available at that time.
6. Every enquiry received by the Commission is triaged by the Screening and Enquiries Team. This process involves an initial consideration about:

- 6.1 the likelihood of a breach of the relevant legislation;
 - 6.2 the Commission's Enforcement Response Guidelines, and;
 - 6.3 the Commission's strategic priorities.
7. The Commission's Enforcement Response Guidelines¹ outline that we cannot give priority to all the complaints that we receive. While we consider all complaints carefully some complaints may be screened out because they:
- 7.1 do not identify a breach of the law;
 - 7.2 are factually or legally incorrect
 - 7.3 are outside our jurisdiction;
 - 7.4 are out of date for us to action;
 - 7.5 do not identify any real harm;
 - 7.6 are not in the public interest to pursue;
 - 7.7 may be more effectively dealt with by other agencies; or
 - 7.8 involve private parties who are able to try to solve their own dispute.
8. Our Enforcement Response Guidelines provide that the Commission has the power to act on complaints but it is not required to take action in relation to all possible breaches of the legislation that we enforce.
9. If determined that the conduct could raise concerns under legislation enforced by the Commission, then the complaint will enter an assessment queue for consideration by a Screening and Enquiries Analyst.
10. During the screening process, our Screening and Analysis team adds information about the Act(s) and section(s) of the Act(s) relevant to each complaint. The most appropriate Act(s)/section(s) are selected based on the information available to our Analysts at the time.

What factors determine whether a complaint is progressed to an inquiry/investigation?

- 11. When assessing a complaint, the Screening and Enquiries Team consider:
 - 11.1 the likelihood of a breach of the relevant legislation (the Fair Trading Act 1986, Credit Contracts and Consumer Finance 2003, and the Commerce Act 1986) based on the evidence available at the time of assessment;

¹ Page 3 of <http://www.comcom.govt.nz/the-commission/commission-policies/enforcement-response-guidelines/>

- 11.2 Whether the complaint is likely to meet the Commission's enforcement criteria, considering the extent of detriment, seriousness of conduct, and the public interest; and
- 11.3 Relevance to the Commission's responsibilities and current work programme.
- 12. After assessing the complaint against these key considerations, the screening and Enquiries Analyst may recommend that the complaint be sent to a screening panel for consideration. Complaints that are not screened become part of Commission future pipeline of insights for potential work programmes.
- 13. When complaints require further information before a decision can be made on whether or not to prioritise it, enquiries may be made by either the Enquiries and Screening team with guidance from subject matter experts or by members of the investigations teams.
- 14. We value all the information received and will keep the information you have provided in our complaint database. We use our database to identify business practices of possible concern and to help us to decide what to investigate in the future.

Further information

- 15. Please note the Commission will not be publishing this response to your request on its website.
- 16. Please do not hesitate to contact us at oja@comcom.govt.nz if you have any questions about this response.

Yours sincerely

UIA and Information Coordinator

Appendix C

Worksafe correspondence

-----Original Message-----

From: noreply@comms.worksafe.govt.nz <noreply@comms.worksafe.govt.nz>

Sent: Saturday, 5 February 2022 12:39 am

To: H&SConcerns <HandSConcerns@worksafe.govt.nz>

Subject: HIGH PRIORITY: Raise a concern notification from worksafe.govt.nz

I have read the information :

Yes, I have read this information: Yes

Name of business: Dreamgirls and Fantasy Club Location of the business or workplace: 37 Dixon Street, Wellington What are you concerned about?: I have worked for Dreamgirls and their upstairs venue for some months now and both are, to be frank, quite appalling. There are a number of health and safety concerns I, and others have attempted to raise with management however little to nothing has been done.

The first issue is the uneven, hilly and ripped up flooring in several areas of the club. Directly outside our changing room the flooring consists of 1mx1m squares of carpet haphazardly lain on top of each other. The changing room itself has several holes in the floor in which a heel could easily get caught. I myself have tripped several times, as have almost all of the dancers who **work** there. I have even heard it referred to as "a right of passage" to trip over outside our changing rooms. Bearing in mind that the dress code as a dancer includes wearing high heels, this is simply not ok.

The second issue I have is the bathrooms and general cleanliness of the premises. As long as I have worked there (since November last year) both toilets in the ladies bathroom have consistently leaked all over the floor. As of about a week ago one has been labeled out of order, but as far as I can tell nothing has been done about the other. The men's bathroom contains only a urinal and men (the bulk of our patronage) have been forced to use the disabled stall which has now been out of order for almost two weeks. I have seen a plumber come and look at this, but nothing seems to have been resolved.

The Upstairs bathroom, has ripped, uneven floors and the showers upstairs which are used nightly by customers and working girls alike are absolutely filthy, with the shower heads coated in black mold and scum.

The next issue I would like to raise is the lack of security.

They employ one security guard each night who's job it is to monitor the door, checking IDs, Covid passes and take entry fees, monitor the inside of the club and lapdance area to make sure customers are following rules, maintaining the dancers safety and security and also to monitor the brothel upstairs. One man cannot be in three places at once, even if he is doing his job to the fullest extent of his capability (which some of them certainly do not) Not only have I seen customers walk in without having IDs or covid passes checked but I have also been left alone upstairs with drunk, pushy customers several times, and gone to find assistance only to discover neither upstairs receptionist nor the bouncer are anywhere to be found. This is simply unacceptable and leaves the women working in a very vulnerable position.

On top of the horrendous working conditions they have been drip feeding pay and playing favorites in order to keep us coming back, and have been very rude and dismissive of anyone trying to bring up issues or demand money they are owed.

At a recent staff meeting I called last week to try and address the numerous issues our main manager Kaz never even showed up, giving no explanation for her absence other than she "couldn't make it" even though she was the one who chose the date and time of the meeting.

I had hoped that setting up a meeting to air all our concerns in front of all staff and management might get them addressed as bringing up individual concerns privately and individually did not accomplish anything. However neither our boss nor our manager showing up and the following interactions were quite a slap in the face.

In the following days after being told we would all receive our owed pay Kaz sent laughing emojis in a message to a dancer who was asking where her money was and why she hadn't been paid what she was owed.

We were then told in our staff group chat that we were being "cunty" for trying to hold her accountable for not paying us when we were promised she would and we were told we are replaceable.

This was very stressful and upsetting and has left me feeling very hopeless and dejected and caused myself and several other dancers to quit over the last few days.

I have given up trying to make change in such a negative environment but it is my hope that even though I am no longer there perhaps something can be done to improve the working conditions of those who have chosen or are forced by their circumstances to stay.

If you would like I have photographs and screenshots as proof and would be happy to email them.

WorkSafe NZ- Health and Safety concern raised [IN-CONFIDENCE: RELEASE-EXTERNAL] > Inbox x



Healthsafety Notification <healthsafety.notification@worksafe.govt.nz>
to me ▾

Feb 11, 2022, 12:00 PM ☆ ↶ ⋮

Dear Skylar,

Thank you for contacting WorkSafe New Zealand.

The Health and Safety at Work Act places the duty to manage risks on the PCBU (Person Conducting the Business or Undertaking) that creates them. In this case Dreamgirls and Fantasy Club appears to have that duty. If your concern is not work related, WorkSafe will not intervene.

Ideally, before you contact WorkSafe, you will have discussed your concern with the business or undertaking you have a concern about. We encourage you to approach the PCBU to allow an opportunity to rectify the matter. We understand that you have already done that. If you are a worker with a concern about your work situation, you can raise the issue with your health and safety representative or union representative (if you have one). The Health and Safety at Work Act protects workers' involvement in work health and safety.

WorkSafe responds to concerns that are

- timely,
- sufficient information has been provided for a considered review,
- relate to unsafe or unhealthy situations where work is being carried out and may affect workers or others in the workplace, and
- is the most urgent or serious health and safety concerns that could lead to a person's death or cause a very serious injury or illness.

Based on the information provided, WorkSafe will not be intervening or assigning an inspector and consider the matter closed. Please see our operational policy on when will WorkSafe intervene for your reference. [When we intervene | WorkSafe](#)

Ngā mihi,

PO Box 105-146
Auckland 1141
P 0800 030 040
W [worksafe.govt.nz](https://www.worksafe.govt.nz)



Skylar Leigh [redacted]
to Healthsafety ▾

Feb 24, 2022, 6:27 PM ☆ ↶ ⋮

Hi
Firstly, thank you for taking the time to read my report.
I am just emailing to inquire about why you are choosing to close the case? I'm somewhat confused about which part of my report doesn't meet your criteria, as I'm trying to figure out what to do next to get this situation rectified.
If you could get back to me and let me know if there is further information you require or if there is another agency better placed to intervene in this matter that would be supremely helpful.
Kind regards,
Skylar



Healthsafety Notification <healthsafety.notification@worksafe.govt.nz>

to me ▾

Apr 4, 2022, 3:23 PM



Dear Skylar,

Thank you for your email.

It is the responsibility of both the PCBU and worker to appropriately manage concerns within the workplace. We understand from your e-mail that you have already raised your concern with Dreamgirls and Fantasy Club and they are the best placed agency to resolve any concerns.

If a worker has a concern about their **work** situation, they also have a responsibility to their own health and safety. A worker has the right to stop **work**, or refuse to carry out **work**, if they believe that doing the **work** would expose them to a serious risk to their health or safety. If they believe this is the case, they will need to raise the issue with their employer to resolve any matters. If you are a worker with a concern about your **work** situation, you can raise the issue with your health and safety representative or union representative (if you have one).

Also, if you have any pay issues you could use the following link to raise it with Employment New Zealand- <https://www.govt.nz/browse/work/workers-rights/your-options-when-you-have-a-problem-at-work/>

As stated, we consider the matter closed. Please see our operational policy on when will **WorkSafe** intervene for your reference. [When we intervene | WorkSafe](#)

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[Message clipped] [View entire message](#)