

SEVEN NETWORK FOUND TO BE 'EMPLOYER' OF TV SHOW CONTESTANT

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The applicant, who was engaged by the Seven Network as a contestant on its program House Rules, established that she was an employee of the Seven Network, following which, it was found her employment was the significant contributing factor giving rise to her psychiatric injury.

IN ISSUE

Whether Seven Network 'employed' TV show contestants.

THE BACKGROUND

The applicant was engaged by Seven Network to participate as a contestant on the television programme House Rules. The applicant was a part of the show from 7 November 2016 to 26 May 2017, during which period she was remunerated by the Seven Network at a flat rate of \$500 per week with an additional allowance of \$500 per week.

Throughout the applicant's involvement in House Rules she alleged she and her partner on the show were subjected to isolation, bullying by co-competitors and harassment. The applicant alleged that Seven Network portrayed her and her partner as bullies which also led to online abuse and threats by viewers on Seven Network's social media pages. The applicant alleged Seven Network failed to take any action after she brought the online abuse to its attention. As a result, the applicant alleged she developed psychological injuries including an adjustment disorder, anxiety, depression and post-traumatic stress disorder.

The applicant submitted a workers' compensation claim against Seven Network. Seven Network's insurer denied liability on the basis that the applicant was not a worker under section 4 and schedule 1, clause 15 of the *Workplace Injury Management and Workers Compensation Act 1998* (**the Act**), she did not suffer a psychological injury in the course of employment as required under the Act, and the employment was not a substantial contributing factor to the alleged injury.

In support of her claim, the applicant relied on the agreement between herself and Seven Network which gave rise to an obligation for her to be subject to the control of Seven Network at all times for the period of the agreement, therefore providing a service and creating an employer/employee relationship. Further, she argued expert medical evidence established her psychological injury, and that the injury arose from her employment.

On the other hand, Seven Network argued that a 'contestant' was not a 'worker' and relied on paragraph 3.7 of the agreement, which stipulated that the applicant's participation in the show '*was not employment, does not create an employer/employee relationship... and is not subject to ... workplace agreement.*' Seven Network argued that it required no service from the applicant, rather the applicant chose to participate in a competition, and therefore no employment relationship was formed. If it was found an employment relationship existed, then Seven Network argued no injury arose out of such employment.

THE DECISION OF THE COMMISSION

Arbitrator Burge accepted that the applicant was a 'worker' under the Act on the basis that she was receiving weekly remuneration and allowance set by Seven Network, was integral in the show, Seven Network had exclusive use of the applicant for every hour of every day when the show was being filmed, the applicant's activities were completed at the direction of Seven Network and her actions were for the benefit of Seven Network among other factors.

Arbitrator Burge also accepted the applicant sustained a psychological injury as alleged, and that the employment was the main contributing factor to the injury.

Arbitrator Burge determined that Seven Network was to pay the applicant's reasonably necessary expenses and the applicant was to be referred to an Approved Medical Specialist for assessment of a permanent impairment.

IMPLICATIONS FOR YOU

The take away point from this case is for employers to be wary of the nature of the relationship it may create by its actions alone, even if it has in place an agreement which explicitly states that an employer/employee relationship does not arise.

[*Prince v Seven Network \(Operations\) Limited* \[2019\] NSWCC 313](#)

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