

Performer Terms and Conditions – Celebrate Hedland Community Expo 2025

Inclusion in the Celebrate Hedland Community Expo 2025 ('Event') is by submission of the Expression of Interest ('EOI') application form and acceptance at the sole discretion of the Town of Port Hedland ('Town').

Participants attending the Event, agree to be bound by these Terms and Conditions.

Applicant Eligibility, Selection and Notification

1. Non-professional or community individual performers or groups are eligible to apply.
2. Applications must be submitted online at www.porthedland.wa.gov.au by the application deadline of Midnight on 6th of April 2025.
3. Applicants will be notified of their successful application via email from the Town on the 8th of April 2025.
4. Selection for inclusion in the Event will be based upon the information provided in the EOI.

Performance

1. Participants will not be paid a fee for their performance.
2. Participants will be provided with the space, performance duration and technical requirements for which they have indicated on their EOI. Any changes to this information must be emailed to the Town no later than one (1) week prior to the Event.
3. Participants acknowledge that the programming of the Event is at the sole discretion of the Town. The ordering and inclusion of performances will be determined by the Town and participants acknowledge their performance may occur before or after other performances of any type or nature.
4. Participants will be notified of their performance time via email from the Town prior to the Event.
5. Notification of non-attendance should be provided by email to the Town no later than one (1) week prior to the Event.
6. The Town may alter the program at any time. Notice of changes will be provided to participants with as much notice as possible.
7. Participants are encouraged to promote their attendance at the event. Participants should utilise promotional materials provided by the Town or share Town social media posts and/or website updates to promote their attendance.
8. Backline may be available for participants who requested backline items on their application.
9. All backing tracks and/or music requiring playback must be received no later than one (1) week prior to the event. Files can be emailed to the Town or hand delivered on USB to the Town. Accepted formats include .mp3 or .wav. No video files, m4p or .wma files will be accepted.
10. A soundcheck will be available on the event day for participants who requested a soundcheck on their application. The Town will email participants with their designated soundcheck timeslot. Participants who arrive late for

their soundcheck may be given a shortened timeframe or may lose their soundcheck slot.

11. Participants must check in with the Stage Manager upon arrival for their performance.
12. Participants must arrive side of the stage (stage left) no later than 15 minutes prior to performance time and be ready to perform.
13. Late arrival of participants may result in their performance being cancelled or altered by the Town. If participants are unable to make their allocated performance time, notification must be emailed to the Town no later than two (2) days prior to the Event.
14. No onsite change/ dressing rooms are available, participants are to arrive dressed.
15. The performance and all material must refrain from using racial terms or abusive language of any kind.
16. Participants agree to remove their equipment after their performance in a timely matter.
17. Participants are required to provide the Town with any promotional material generated by the participant, for approval by the Town prior to distributing to the public.
18. Participants consent to any photographs/videos taken of their performance to be used by the Town in its sole unfettered discretion.

Vehicle Access

1. Participants can access the event area between 1:30pm – 3:30pm, to drop off equipment required for their performance, as indicated on their application.
2. All vehicles must be removed from the event area 30 minutes prior to the Event.
3. When travelling in the event area, a speed limit of 8km/hr (or walking pace) must always be adhered to by all vehicles.
4. Participants may be granted access by the Town to bring their vehicle into the event space to load their equipment after their performance. Vehicles must follow all directions from traffic management and event staff.

Event Cancellation

1. The Town will inform participants via email of event cancellation with as much notice as possible.
2. Under no circumstance, will participants distribute cancellation email from the Town to their social media pages/ websites.
3. Participants can advise their followers of the changes, by sharing Town social media posts and/or website updates.

Town Obligations

1. The Town will provide participants with reasonable access to the venue prior to the Event, to set up equipment and complete a sound check at a time that is agreed upon by the Town.

2. The Town will provide safe working conditions and ensure all equipment and facilities are in good working order. All staging will comply with statutory requirements and, where required, structural permits will be gained.
3. The Town will provide the stage, lighting, and audio systems.
4. The Town will provide adequate crowd control for the event pending expected patronage and activities on offer.
5. The Town of Port Hedland will hold insurances including Public Liability Insurance and Workers Compensation Insurance to cover the event and equipment.

Participant Obligations

1. Participants agree to attend the Event and sound check (if required) and performance punctually, sober, and unaffected by alcohol and other drugs.
2. Participants will at no time conduct themselves in a way that could harm their reputation or that of the Town.
3. Participants agree not to smoke or consume alcohol or other drugs whilst performing at the Event.
4. If participants are using their own equipment (instruments etc.), they will be in good working condition and where applicable, have appropriate test and tagging in accordance with AS/NZS 3760:2022. Electrical equipment that is not tested and tagged with a current date of compliance, will not be able to be used at the Event. Test and Tag requirements are as per the Health (Public Buildings) Regulations 1992.
5. The participant must maintain and provide to the Town a Certificate of Currency for Public Liability Insurance to a minimum of \$10 million.
6. The Participant must promptly report any accident or incident to the Town, including in relation to any property damage; illness accident or personal injury; matters concerning the health, safety, or security of the public; hazards and near misses.
7. Participant agrees to comply with all COVID-19 Government directions, mandates and requirements which are in effect at the time of the Event.
8. Participants consent to any photographs/videos taken of their staff/volunteers and/or stall to be used by the Town in its sole unfettered discretion.
9. Participants will at all times comply with the rules and regulations of the Event including those contained in these Terms and Conditions and in any pre-event email correspondence and will abide by all onsite instructions issued by the Town. Failure to comply with these, risk removal from the Event and/or exclusion from future events, at the sole discretion of the Town.

Liability

1. The Town will not be responsible for any accident which may be caused through or by the participant or which may happen in connection with their performance; nor for the loss or damage to any property including as a result of on-site power failure. The participant shall deem the Town harmless and indemnify it against any legal proceedings arising from any such accident.

2. Any damage done to the roads, ground or buildings by the participant must be made good by the participant to the satisfaction of the Town of Port Hedland.
3. The Town will not be responsible for any loss or mis-delivery of props/items at the Event or for any damage done there to. Participants are responsible for insuring their own property.
4. Participants must comply with statutory insurance requirements including Public Liability Insurance.
5. The Town cannot be held responsible for cancellation of the Event due to unavoidable cancellation, abandonment, disruption or rescheduling of the Event for items such as adverse weather, Civic Commotion, extended terrorism, National mourning for Heads of State aged over 65 and non-appearance of individuals, groups or teams, as per the Town's Insurance Policy.

Other

1. Participants acknowledge that Town events are alcohol and other drug free, unless specified by the Town. A designated smoking area will be in place at the Event.
2. Information provided in the EOI will be collected, used, and disclosed in accordance with the relevant privacy laws.