

# Bondi Festival Local 2022 - Code of Conduct and Terms & Conditions

## Glossary

**Applicant** means a venue or organisation applying to register an Event as part of the Bondi Festival Local program.

**Artist** means any group members, contractors or other personnel involved in the featured performance or presentation of the event.

**Code of Conduct** means the Code of Conduct concerning the conduct of Artists, Venues and Participants of the Bondi Festival Local program, as set out below.

**Council** means Waverley Council.

**Event** means the event, show, exhibition or production registered by a Business to be held at a Venue as part of Bondi Festival Local.

**Participants** means any person employed or engaged by an Artist, Venue or Council, including volunteers, in the production and operation of Bondi Festival Local.

**Venue** means any venue, premises, space, location or other area registered as a place where Artists perform or present as part of Bondi Festival Local.

**Registration Form** means the form provided by Council for Venues to register for Bondi Festival Local.

## Code of Conduct

This Code of Conduct applies to all Artists, Participants and Venues registered for Bondi Festival Local. The Code of Conduct is designed as a statement of intent to help provide Artists, Participants, Venues and audiences with the best possible experience as part of the Bondi Festival Local program.

Waverley Council's principles are based on the Model Code of Conduct for Local Councils in NSW ("the Model Code of Conduct") which has been prescribed under the Local Government (General) Regulation 2005 ("the Regulation"). The Model Code of Conduct sets the minimum standards of conduct for Council officials and extend its application to persons that are not "Council officials" for the purposes of the Model Code of Conduct (e.g. volunteers, Bondi Festival participants, contractors and members of advisory committees).

### General conduct

You must act lawfully and honestly, and exercise a reasonable degree of care and diligence in carrying out your functions under the LGA or any other Act.

### Fairness and equity

You must consider issues consistently, promptly and fairly. You must deal with matters in accordance with established procedures, in a non-discriminatory manner.

### Harassment and discrimination

You must not harass or unlawfully discriminate against others, or support others who harass or unlawfully discriminate against others, on the grounds of age, disability, race (including colour, national or ethnic origin or immigrant status), sex, pregnancy, marital or relationship status, family responsibilities or breastfeeding, sexual orientation, gender identity or intersex status or political, religious or other affiliation.

### **Bullying**

You must not engage in bullying behaviour towards others.

For the purposes of this code, “bullying behaviour” is any behaviour in which:

- (a) a person or a group of people repeatedly behaves unreasonably towards another person or a group of persons, and
- (b) the behaviour creates a risk to health and safety.

### **Work health and safety**

All Council officials, including councillors, owe statutory duties under the Work Health and Safety Act 2011 (WHS Act). You must comply with your duties under the WHS Act and your responsibilities under any policies or procedures adopted by the Council to ensure workplace health and safety.

### **Values**

We take pride in our Bondi Festival values and hope that you will share our vision of celebrating:

- The arts
- Accessibility
- Sustainability
- Our Local Community, and
- Joy

As a Venue in Bondi Festival Local, it is expected that you will:

- Use your best endeavours to keep audiences, Participants, members of the public and other Artists safe
- Uphold and champion the Bondi Festival values
- Aim to provide the highest level of accessibility for all Events.
- Promote equal opportunity in your working environment.
- Minimise harmful environmental impact and promote sustainability, including by complying with the Waverley Council Single-Use Plastic Free Events Policy where possible.
- Provide clear, timely and open communication with everyone involved in the presentation and production of your Event. This includes, but is not limited to, Council staff, producers, promoters, media, Venue owners and audience members.
- Ensure that you, and any of your employees or members of your team, conduct yourselves in a professional manner. Aggressive, threatening and discriminatory behaviour is unacceptable and will not be tolerated.
- Help us to provide the best possible experience we can for everyone who takes part in or visits Bondi Festival Local events.

For more information on this Code of Conduct, or for specific advice on any of the points raised, please contact the Bondi Festival team at [bondifestival@waverley.nsw.gov.au](mailto:bondifestival@waverley.nsw.gov.au)

## **COVID Safety**

As the event organiser, it is the Applicant's responsibility to develop a COVID-Safe Plan for your event and ensure it complies with current State Government restrictions and health advice relating to COVID-19. Compliance measures could include contact tracing (including the provision of a Service NSW QR code for your event), monitoring capacity, provision of hand sanitiser, and ensuring your event has been registered with the State Government.

Council may decide, based on the advice of the State Government and Chief Health Officer, that it is an unacceptable risk to health and public safety to continue with the Festival. Council may then decide to cancel or postpone the Festival. While we are not in a position to force the closure or cancellation of your event, we will not be able to support any decision that undermines the decision made by Council. We will also not be held liable for any damages, financial or otherwise, that may affect you as a result of this decision.

Please visit [www.nsw.gov.au/covid-19](http://www.nsw.gov.au/covid-19) for the most up-to-date information and guidance around planning and presenting COVID-Safe Public Events.

## **Public Liability Insurance**

Public Liability Insurance (PLI) is intended to insure you in the unfortunate event that a person is accidentally injured or property is damaged at your Venue or, for Artists, at your Event as part of Bondi Festival Local. For example, PLI would provide insurance cover for you in the event that an audience member injures themselves tripping over an electrical lead you have installed at your Event.

Council is not responsible for ensuring that Artists, Participants and Venues have adequate and current PLI for Bondi Festival Local, but requires all persons involved with Bondi Festival Local to have considered their PLI requirements.

Waverley Council encourage that Venues confirm the suitability of your PLI, and any other relevant insurance policies you may hold. We also strongly encourage you to talk openly to prospective Artists about the extent of the cover provided by any PLI you may hold.

## **Working With Children**

If your Event involves direct, unsupervised physical or face-to-face contact, or written or electronic communication (including via social media), with children, you will need to hold a valid Working With Children Check.

We suggest that you take the questionnaire at [workingwithchildren.nsw.gov.au](http://workingwithchildren.nsw.gov.au) to determine if you need a Working With Children Check.

## **Business and Planning Regulation Compliance**

Whether you are an owner/operator of the premises your Bondi Festival Local event occurs at, or in a leasing arrangement, it is essential you consider whether the relevant business permits, building permits and/or any other regulatory requirements are being fulfilled. Some questions to ask may include (but are not limited to): “Is a Place of Assembly permit required?”, “Will I need to seek a car parking exemption?”, “Have any modifications to the building been through the proper planning approval process?”. If you don’t know the answer to these questions or other questions, staff in Economic Development or Planning at Waverley Council will be able to assist. Please contact 9083 8000.

## **Terms & Conditions**

In order to register an Event as part of the Bondi Festival Local program, Venues are required to complete and agree to the following terms and conditions in full:

- a. To register an Event as part of Bondi Festival Local, Venues must visit the website at [bondifestival.com.au/bondifestivallocal](http://bondifestival.com.au/bondifestivallocal) and complete the Registration Form. The person designated as the contact person on the form will be deemed to be the signatory of the form.
- b. Registration Forms will only be accepted when all information required on the form is completed in full and submitted to Council, so please ensure that you have completed all the relevant fields as accurately as possible.
- c. By submitting the Registration Form:

- i. as a Venue, you confirm that you have a signed written agreement in place with an Artist or Participant who will present an Event as part of Bondi Festival Local;
- ii. you have obtained, or are in the process of obtaining, all necessary licenses, rights and permissions relating to the promotion and performance of the Event, including any:
  - a. permission required from any relevant music administration bodies, such as OneMusic (formerly APRA, AMCOS and PPCA); and
  - b. permit, license or other form of certification that you are required to hold under public health and safety laws, including, for example, under the NSW *Food Act 2003 No 43* and Council's General Local Law 2015.
- d. All Artists, Venues and Participants must indemnify, keep indemnified and hold harmless the Council, and its Councillors and staff, from and against all liability for any injury, loss or damage and all actions, claims, losses, damage, penalties, demands or costs consequent upon, occasioned by, arising from or connected with their participation or purported participation in Bondi Festival Local and of their obligations under these Terms and Conditions, including any infringement of the intellectual property rights or any other rights of any person.
- e. Applicants are solely responsible for the Artistic content of the Events presented as part of Bondi Festival Local. Under no circumstances is Council liable for any loss, injury or damage, or any claim, arising from any content that is presented as part of Bondi Festival Local, including but not limited to any claim for defamation or contravention of laws prohibiting racial or religious vilification.
- f. The Applicant confirms that they are entitled to use and deal with any intellectual property rights which they may use in connection with the Event, including any copyright existing in any marketing or promotional materials and any image used as part of this application process.
- g. Applicants agree to grant Council a non-exclusive, non-transferable, royalty-free licence to use any intellectual property provided to Council for the sole purpose of performing, and only to the extent required to perform, its obligations under the Terms and Conditions, including the promotion and marketing of Bondi Festival Local.
- h. Applicants are responsible for all aspects of the organisation of their Event as part of Bondi Festival Local, including ticketing arrangements.
- i. Applicants understand that they are responsible for organising their own Venue, and that the Council is not a party to, or responsible for, the relationship between the Venue and the Artist.
- j. Registered Events must not take place in a Venue that has electronic gaming machines on the premises.
- k. Individual Events as part of Bondi Festival Local may be promoted as part of the general Bondi Festival Local marketing and publicity campaign organised by Council, however, Artists and Venues agree that they are responsible for any additional marketing and promotional activities, and that these will be carried out at the Applicant's own cost.

- l. Where requested by Council, the Applicant agrees to use all reasonable endeavours to make themselves available for any promotional media opportunities relating to Bondi Festival Local, at a mutually convenient time and place arranged with Council.
- m. Applicants agree not to publish or distribute any Bondi Festival Local information, including information on Events in Bondi Festival Local, until **12 May 2022** unless otherwise agreed with Council.
- n. Applicants give Council permission to record, photograph and/or publish images and video of their Event for the sole purpose of Council and/or promotional and archival obligations. Council agrees that it will not sell or trade any such material for commercial purposes.
- o. Applicants agree to participate in a short survey about their experience at the completion of Bondi Festival Local.
- p. Council reserves the right to refuse an application for an Event, or withdraw a listing from the festival program, at its sole discretion, on the following grounds:
  - i. the Applicant fails to perform any of these Terms and Conditions;
  - ii. the Applicant conducts themselves in a manner that does not comply with the Code of Conduct;
  - iii. the Applicant harms, endangers or threatens the health or safety of any member of Council staff, Venue personnel, Participant or audience member;
  - iv. the Applicant or a member of their staff or personnel contravenes or commits an offence under any applicable law or regulation;
  - v. the Event could offend, ridicule, humiliate or alienate any member(s) of our community. This includes, but is not limited to, an Event that Council deems to be unreasonably homophobic, misogynistic, transphobic, ableist or racist.
- q. Council reserves the right to refuse to publish any text or images relating to an Event that it deems to be inappropriate for the general audience for which the publication is intended.

## Privacy Information

Any personal information collected by Council as part of the application process for Bondi Festival Local will be handled in accordance with the NSW Privacy and Personal Information Protection Act 1998 (PIPP) No 133 and Council's Privacy Policy, which is available [online](#) and in hard copy at Council's Customer Service Centres.

*What personal information do we collect and hold?*

We may collect the following types of personal information during the Bondi Festival Local registration process:

- name
- mailing or street address
- e-mail address and telephone contact number
- company or business name and ABN
- profession, occupation or job title
- images or video footage of you provided in connection with the registration process

*How do we hold, use and disclose your personal information?*

Council will hold, use and disclose any personal information collected during the Bondi Festival Local application process for the following purposes:

- to communicate with you about your application and registration for Bondi Festival Local;
- to administer the Bondi Festival website;
- to process and respond to any complaint or enquiry made by you;
- in Council's marketing and promotional materials about Bondi Festival (where necessary for that purpose);
- to comply with any law; and
- to inform suppliers and other third parties with whom we have commercial relationships for business, marketing, and related purposes associated with the delivery of Bondi Festival Local.

You may request access to any personal information we hold about you at any time by contacting us (details below). Where we hold information that you are entitled to access, we will try to provide you with suitable means of accessing it (e.g.. by mailing or emailing it to you).

If you believe that personal information we hold about you is incorrect, incomplete or inaccurate, then you may request that it be amended or deleted.

## **Don't forget**

We're here to help!

If you would like any further information or assistance with any of the points raised here, please feel free to get in touch with us at [bondifestival@waverley.nsw.gov.au](mailto:bondifestival@waverley.nsw.gov.au)