

Events Performance Terms and Conditions

Engagement and Performance Agreement

1. By agreeing to perform at a City of Kalgoorlie-Boulder event, the Performer acknowledges they have read, understood and accepted these Terms and Conditions.
2. The Performer agrees to provide the performance(s) in accordance with the agreed schedule, performance requirements and any written agreement with the City.
3. The City reserves the right to amend performance schedules where required due to operational, safety or event programming requirements.

Performance Requirements

1. The Performer must arrive by the allocated bump-in time advised by the Event Team.
2. The Performer must adhere to the agreed performance times and technical requirements.
3. Performers must be available for the full duration of their scheduled engagement. Performance times advised by the City are final unless otherwise approved.
4. Any proposed changes to the performance, including duration, performers, content, music or technical requirements, must be approved by the City's Events Team in writing prior to the event.
5. All performances must be suitable for a public, family-friendly audience unless otherwise agreed in writing.
6. The Performer must provide all requested documentation by the deadlines advised by the Events Team.
7. The Performer must provide all technical requirements, production information and performance details requested by the Events Team by the nominated deadlines to ensure appropriate event planning and delivery.

Equipment and Technical Support

1. Technical support will be provided only where outlined within the performance agreement.
2. Performers remain responsible for the security, operation and maintenance of their own equipment unless otherwise agreed.
3. All electrical equipment brought onsite must be tested and tagged in accordance with Australian Standards.

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4. Equipment may be inspected by the City's appointed electrical contractor prior to use.
5. Equipment that has not been tested and tagged may not be permitted for use.
6. Any damage caused to City or contractor equipment through negligence or misuse will be the responsibility of the Performer.
7. Due to event schedules, a pre-performance sound check cannot always be guaranteed.
8. Performers must provide details of all technical requirements no later than two (2) weeks prior to the event. This includes, but is not limited to, microphone requirements, audio inputs, instruments, playback requirements, staging requirements and any other technical equipment required to support the performance.
9. Performers must advise the Events Team of any specific technical requirements or equipment needs that may impact event operations, including access requirements, setup timeframes or sound requirements.

Music Submission

1. All performance music must be submitted on a clearly labelled USB. The USB must be received by the City's Events Team at the City of Kalgoorlie-Boulder Administration Building, 577 Hannan Street, Somerville, no later than 3:00 pm on the Friday one (1) week prior to the scheduled event.

Alternative music submission via WeTransfer may be accepted where arranged and approved by the City's Events Team prior to the submission deadline. Performers are responsible for ensuring files are working and successfully uploaded and accessible by the City within the required timeframe.

2. The USB must contain the final and complete version(s) of all performance track(s).
3. All music files must be clearly labelled and submitted in the correct performance order. The Performer must provide a complete running order of songs/tracks, including the sequence in which they are to be performed.

Each track should be labelled with the following information:

- Performance / group name
 - Song or track title
 - Performance order / track number
 - Any relevant notes for the audio crew (where applicable)
4. Each USB must be clearly labelled with the following:
 - Name of group or performer

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- Full name of the contact person responsible for the music
 - Contact phone number
5. Upon receipt, the USB will be provided to the event audio crew for testing and preparation. This is to ensure the device is functional and the track(s) load correctly. In the event that an issue is identified, the audio crew will contact the listed contact person to arrange an alternative submission.
 6. If delivery to the Administration Building by the specified deadline is not possible, it is the responsibility of the performer/group to contact the City's Events Team in advance to make alternative arrangements. Failure to do so may result in the performance track not being accepted.
 7. No changes to performance tracks will be accepted on the day of the event. Last-minute submissions or amendments may not be accommodated.

Site Access and Traffic Management

1. Performers must comply with all bump-in and bump-out instructions provided by the Events Team.
2. Vehicles must only access the event site during approved times and via the designated entry and exit points advised by the Events Team
3. All vehicles must travel at no more than 5 km/h whilst onsite and follow directions from Event Staff.
4. No vehicle movement is permitted once the event has commenced unless authorised by the Event Team.
5. Failure to comply with traffic management requirements may result in removal from the event and may affect future eligibility to participate in City of Kalgoorlie-Boulder events.

Safety and Conduct

1. Performers must comply with all directions given by City Officers, Event Staff, Security, Contractors, Volunteers and Emergency Services Personnel.
2. Performers must conduct themselves professionally and respectfully at all times.
3. Smoking, vaping and alcohol consumption whilst performing or backstage is not permitted unless otherwise authorised.
4. Performers must not perform while under the influence of alcohol or illicit drugs. Prescription medication that may affect a Performer's ability to perform safely must be disclosed to the Events Team where appropriate.

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5. Harassment, discrimination, abusive behaviour, violence or disruptive conduct will not be tolerated.
6. The City may immediately remove a Performer from the event where behaviour places patrons, staff or the event at risk.
7. Failure to comply may affect future eligibility to perform at City events.

Cancellations and Force Majeure

1. If the Performer is unable to fulfil their engagement, they must notify the City's Events Team as soon as reasonably practicable.
2. Failure to attend or cancelling without reasonable notice may affect the Performer's eligibility to participate in future City of Kalgoorlie-Boulder events.
3. The City of Kalgoorlie-Boulder reserves the right to cancel, postpone or modify a performance or event at any time due to circumstances beyond its reasonable control, including but not limited to severe weather, natural disasters, emergencies, public health events, safety concerns, venue issues or government directions.
4. Where an event or performance is cancelled, postponed or modified due to force majeure or operational requirements, the City will provide as much notice as reasonably practicable.
5. Except where otherwise agreed in writing, the City will not be liable for any loss, costs or expenses incurred by the Performer as a result of a cancellation, postponement or modification made under this clause.

Media and Promotion

1. The Performer grants the City permission to use photographs, video and audio recordings of the performance for promotional, marketing, educational and archival purposes unless otherwise agreed in writing.

Regulations and Insurance

1. Where applicable, Performers must hold Public Liability Insurance with a minimum cover of \$20 million.
2. If the Performer is operating as part of an organisation or contractor, insurance must remain current for the event date(s).
3. The Performer is responsible for ensuring all licences, registrations and approvals required for their performance are current.
4. The City is not responsible for theft, loss or damage to personal property or equipment.

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Privacy and Responsible Information Sharing

1. By submitting an application to participate in a City of Kalgoorlie-Boulder event, you acknowledge that the City will collect, use, store and disclose your personal information for the purposes of assessing your application, administering your participation, communicating with you about the event, meeting legislative and recordkeeping obligations, and carrying out the City's functions.
2. Your personal information may be disclosed to relevant City employees, contractors, service providers, emergency services, government agencies or other authorised entities where necessary to administer the event, comply with legal obligations, or as otherwise authorised or required by law.
3. The City manages personal information in accordance with the Privacy and Responsible Information Sharing Act 2024 (WA), the Local Government Act 1995 (WA), the State Records Act 2000 (WA) and other applicable legislation. If you choose not to provide the requested information, the City may be unable to assess your application or facilitate your participation in the event.

Compliance

1. Performers must provide all requested documentation, licences, certificates and insurance by the deadlines advised by the Events Team.
2. Performers must comply with all directions given by City Officers and Event Staff.
3. Failure to comply with these Terms and Conditions may result in cancellation of the performance and may affect future participation in City events.
4. The City of Kalgoorlie-Boulder accepts no responsibility for any loss, theft or damage to the Performer's equipment or personal belongings while participating in the event.

Online and Media

1. Performers must not engage in conduct that is disruptive or inconsistent with the purpose of the City of Kalgoorlie-Boulder event. This includes, but is not limited to, harassment, online bullying, or knowingly making false or defamatory statements about the City of Kalgoorlie-Boulder, its staff, contractors, volunteers, other performers or event participants. Failure to comply may affect future engagement opportunities.
2. The Performer must not make any statements, comments, announcements, or representations to the media on behalf of the City of Kalgoorlie-Boulder or the event without prior written approval from the Event Organiser. Any media enquiries relating to the event, organisers, sponsors, partners, or the City of Kalgoorlie-Boulder must be referred directly to the Event Organiser.

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Agreement and Dispute Resolution

1. These Terms and Conditions, along with any signed agreements, form the entire agreement between the Performer and City of Kalgoorlie-Boulder as part of the City's event.
2. Any disputes arising under these Terms and Conditions will be addressed in good faith before legal action is considered.

Performer participation

By signing below, the Performer confirms they have read, understood and agree to these Terms and Conditions and acknowledge their responsibilities as a Performer participating in City of Kalgoorlie-Boulder events.