

CREATIVE OPEN - TERMS & CONDITIONS

All participants are required to agree to abide by the Terms and Conditions below:

EVENT PROGRAMMING

Participation

- All proposals will be reviewed and assessed through the application process. Any variations to accepted events/ offerings, must be approved by the Arts and Culture team in writing.
- The Works/Programming/Events are not and will not be defamatory of any person and will not be contrary to, infringe or breach any law or any person's right under any law.
- No changes can be made to the dates, times, locations of any events after the deadline for publishing.
- Northern Beaches Council reserves the right to reject applications.

EVENT OPERATIONS

Alcohol Licensing Requirements

- Participants that plan to sell alcohol at their venue are required to:
 - o hold a current liquor licence.
 - o have qualified staff always serving with a valid NSW Responsible Service of Alcohol Competency Card
 - o participants are to display the required liquor licence signage continually and prominently throughout the venue.
 - o participants are required to comply with the [NSW Liquor Act 2007](#).
- Participants wanting to serve alcohol are required to: have qualified persons to serve alcohol with a valid NSW Competency Card. For more information, please visit [Service NSW](#).

Consent conditions

- It is the participant's/operator's responsibility to ensure that their activities comply with any development consent conditions and obligations to the applicable site.

Noise, neighbours, and music

- Please consider the interests of your venue/location's neighbours.
- Noise levels should be kept to an acceptable level in accordance with environmental regulations.
- If commercial recorded music is used, it is the responsibility of the participant to comply with copyright requirements.

Sales and Transactions

- Participants are responsible for managing their own sales and transactions.

- Electronic/cash free sales are encouraged.
- Northern Beaches Council will not take a commission from any sales that are made as part of the event.

Waste and Environment Management

- Northern Beaches Council encourages all participants to promote and practice waste avoidance principals and increase resource recovery at all public events held in the Northern Beaches Local Government Area.
- It is the responsibility of the participant to manage their own waste and to ensure that adjacent public domain is clean and tidy at the conclusion of trading.
- Single use plastics to be avoided where possible.

INSURANCE

Public and Product Liability Insurance (PLI)

- Council requires that all participants provide:
 - o a copy of their current public liability insurance policy for a minimum twenty million dollars (\$20,000,000) prior to the event.
 - o Participants will need to provide a copy of their product liability insurance, for a minimum of twenty million dollars (\$20,000,000) if they wish to sell products considered high risk including children’s products, skin and personal care, electrical etc.

MARKETING AND PROMOTION

Marketing and Promotions

- Participants agree to promote their event / activity as a Creative Open event; and participate in any Council promotional activities as mutually agreed.
- Participants agree to Northern Beaches Council’s use of event images and video to promote the event.
- Participants agree to promote the Creative Open festival with the collateral provided.
- Participants agree to provide appropriate public acknowledgement of Northern Beaches Council in any independent promotion using the Northern Beaches Council logo on all relevant project materials and mention in any media releases. A copy of the logo and direction for its use and placement will be sent by email.

RISK, LIABILITY & CANCELLATION

Cancellation Policy

- In the event of hazardous weather or other extenuating circumstances, Council may make the decision, for the safety of participants and visitors, to cancel the event or part of the event.

Indemnity

- The proprietors of the participating business jointly and severally (in this indemnity, the “participating business”) will at all times indemnify and keep indemnified Northern Beaches Council (“Council”) from and against any costs, expenses, damage, loss or liability incurred by Council arising from any claim, suit, action or proceedings (including legal costs on an indemnity basis) by any person against Council where such loss or liability is as a consequence of:

- Any negligent act or breach of law by the participating business, its officers or agents.
- Any claims made against Council (by any third party) arising from the participating business 'exercise of its entitlements under this Agreement.
- Any actual or alleged infringement of any third party's intellectual property rights.
- The participating business's liability to indemnify Council is reduced proportionately to the extent that a negligent act or omission of Council has contributed to the damage, loss or liability. In this release and indemnity, "Council" includes Council's agents including but not limited to the Mayor and Councillors, members (if and when there are members) and employees. Matters covered by this indemnity include, but are not limited to, loss of, loss of use of, or damage to property of Council, personal injury (including death) or illness to any person or loss of, loss of use of, or damage to any property.
- The contractual relationship between Council and the participating business is not a relationship of partnership, joint venture, or employment.

SAFETY

Covid - 19 Safety

- Participants are to follow the advice of NSW Health at the time of the event.

Electrical Equipment

- All electrical equipment is to be checked and tagged prior to the event by a qualified electrician and should comply with all safety regulations.

Work Health and Safety

- Participants are expected to abide by all safety regulations and requirements to ensure the event is a Work Health and Safety (WHS) compliant event and comply with all applicable legislation, including the Work Health and Safety Act 2011 (NSW), the Work Health and Safety Regulation 2011 (NSW) and other instruments, under them including any codes of practice and consolidations, amendments, re-enactments, or replacements of them (WHS Laws); and
- Have a work, health and safety management system in place that enables you to comply with this agreement and WHS Laws.
- Participants are responsible for the WHS training of all staff/volunteers present at Creative Open.
- All WHS incidents should be reported as soon as possible to the Arts and Culture team: creative@northernbeaches.nsw.gov.au.

Food Safety and Hygiene

- Participants wishing to provide food at their place of business are responsible for providing their own equipment to ensure appropriate temperature control and protection of food including a Food Safety Supervisor with certificate.
- All persons handling, storing and displaying food for sale must do so in accordance with the Food Act, 2003 and associated national Food Standards Code
- Information on how to apply for mobile and temp. food stalls, visit Council's [website](#).

Child safety obligations

- if you advised in your application that children would be involved in your project, and if you have not already done so, please provide your organisation's Child Protection Policy (where applicable) and ensure Working with Children checks are valid and up-to-date.

