

FUSE Spring 2021 - Code of Conduct and Terms & Conditions

Glossary

Applicant means an Artist or Venue applying to register an Event as part of FUSE.

Artist means any person registering an Event as part of FUSE, and includes any employees, group members, contractors or other personnel involved in the Event.

Code of Conduct means the Code of Conduct concerning the conduct of Artists, Venues and Participants of FUSE, as set out below.

Council means Darebin City Council.

Event means the event, show, exhibition or production registered by an Artist to be held at a Venue during FUSE.

FUSE means FUSE, Darebin City Council's biannual arts festival.

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

Venue means any venue, premises, space, location or other area registered as a place where Artists will hold an Event as part of FUSE.

Registration Form means the form provided by Council for Artists and Venues to register for FUSE.

Code of Conduct

This Code of Conduct applies to all Artists, Participants and Venues registered for FUSE. The Code of Conduct is designed as a statement of intent to help provide Artists, Participants, Venues and audiences with the best possible experience during FUSE and at similar Events in the future.

Darebin Council's organisational values are:

- We Make a Difference
- We have Integrity
- We are Accountable
- We show Respect
- We are Creative
- We are Collaborative

We take pride in our values and hope that you will share our vision for a connected, collaborative and creative festival.

As an Artist, Venue or Participant in FUSE, it is expected that you will:

- Use your best endeavours to keep audiences, Participants, members of the public and other Artists safe.
- 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 Darebin Council [Single-Use Plastic Free Events Policy](#) where possible.
- Provide clear, timely and open communication with everyone involved in the performance and production of your Event. This includes, but is not limited to, Council staff, producers, promoters, media, Venue owners and audience members.
- Acknowledge Council's organisational values as listed above.
- 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 FUSE. Please share any feedback with us and complete our end of festival survey.

For more information on this Code of Conduct, or for specific advice on any of the points raised, please contact the Festivals & Events team at fuse@darebin.vic.gov.au.

COVID Safety

As the event organiser, it is the Applicant's responsibility to develop a COVIDSafe 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 Victoria 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. In this instance, we will only make statements about the Festival and all our public facing statements and platforms will support this directive. 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 <https://www.coronavirus.vic.gov.au/public-events> for the most up-to-date information and guidance around planning and presenting COVIDSafe 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 at FUSE. 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 FUSE, but encourages all persons involved with FUSE to consider their PLI requirements.

For Artists, if your Event is presented at an established Venue such as a theatre or hotel, the Venue is likely to have PLI that will insure them against liability for injury, loss or damage that occurs at their Venue. However, the Venue's PLI may not extend to your individual activities as an Artist, and the Venue may request that you obtain your own PLI before they allow you to present in their space.

We suggest that Artists discuss PLI with their proposed Venue. If your Event will not be covered by the Venue's PLI, then we strongly suggest that you obtain your own PLI ahead of your Event.

For Venues, we suggest that you confirm the currency and 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.

Most insurance companies offer one-off PLI for Events such as FUSE. If you need some further advice on obtaining insurance for your Event, please get in touch with us at fuse@darebin.vic.gov.au.

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 may need to hold a valid Working With Children Check.

We suggest that you take the questionnaire at <https://www.workingwithchildren.vic.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 FUSE 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 Darebin Council will be able to assist. Please contact 03 8470 8888.

Terms & Conditions

In order to register an Event at FUSE, Artists and Venues are required to complete and agree to the following terms and conditions in full:

- a. To register an Event at FUSE, Artists and Venues must visit the website at www.fusedarebin.com.au 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 an Artist or Participant, you confirm that you have a signed written agreement in place with a Venue at which you are presenting an Event as part of FUSE;
- ii. 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 FUSE;
- iii. you have obtained, or are in the process of obtaining, all necessary licences, 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 *Food Act 1984* 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 FUSE 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 at FUSE. Under no circumstances is Council liable for any loss, injury or damage, or any claim, arising from any content that is presented at FUSE, 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 FUSE.
- h. Applicants are responsible for all aspects of the organisation of their Event at FUSE, 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 at FUSE may be promoted as part of the general FUSE 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 FUSE, at a mutually convenient time and place arranged with Council.
- m. Applicants agree not to publish or distribute any FUSE program information, including information on Events in FUSE, until **Thursday 5 August 2021** 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 FUSE.
- 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 FUSE will be handled in accordance with the *Privacy and Data Protection Act 2014* (Vic) 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 FUSE 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 FUSE application process for the following purposes:

- to communicate with you about your application and registration for FUSE;
- to administer the FUSE website;
- to process and respond to any complaint or enquiry made by you;
- in Council's marketing and promotional materials about FUSE (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 FUSE.

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 (eg. 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 fuse@darebin.vic.gov.au.