

## TERMS AND CONDITIONS – VENUES

1. In order to register a venue for Melt Open, the open access LGBTQIA+ festival (hereafter referred to as “**Melt Open**”), venues are required to pay the relevant registration fee and agree to the following terms and conditions. These Terms and Conditions form part of the contractual relationship between Brisbane Powerhouse and the individual/company nominated as the Primary Contact in the Melt Open Online Registration Site (hereafter referred to as the “**Venue Manager**”) for the Registered Venue (hereafter referred to as the “**Venue**”). The Event will be viewed by audience members (**Audience**).
2. General Clauses
  - 2.1 This agreement will commence on the date that the Venue registration is completed and finalised on the Melt Open Online Registration site (Eventotron) and will continue, unless terminated earlier, until the Agreement End Date, as set out in the Schedule.
  - 2.2 The Venue Manager declares that at the time of entering into this agreement, it has not entered into any other agreement with any person that might prevent it from fulfilling its obligations under this agreement.
3. Registration Site
  - 3.1 The Venue Manager is required to pay an upfront Venue Registration fee, as follows, by 1 May 2024:
    - Venues up to 200 pax - \$250 (ex GST)
    - Venues over 201 pax - \$500 (ex GST)
  - 3.2 If the Venue Manager wishes to change certain details from those specified in the Online Registration after the registration has been finalised, and these details affect the Melt Open website integration, the Venue Manager must notify any such change to Brisbane Powerhouse in writing to the Melt Open Nominated Representative (see clause 3.3), specifying the new details and the date upon which they are to take effect.
    - (a) Brisbane Powerhouse will provide a list of Venue registration details that affect the website integration, which include but are not limited to venue details.
    - (b) Brisbane Powerhouse cannot guarantee that these changes will be incorporated.
    - (c) In the instance that the changes are possible, an administration fee of \$25+GST for minor changes or \$50+GST for major changes may be charged to the Venue Manager, and Brisbane Powerhouse will advise you of the relevant cost prior to confirming the change request.
    - (d) Any changes made after the “Publicity Materials” Due Date (refer Schedule) may not be noted by our marketing and publicity team and could disadvantage the ticket sales of the Event.
  - 3.3 The Melt Open Nominated Representatives will be the:
    - (a) Melt Open Program Manager; and/or
    - (b) Melt Open Associate Producer; and/or
    - (c) Melt Open Program Coordinator (Venue Managers & Venues).
  - 3.4 The Venue Manager acknowledges that they are responsible for all material submitted through the Online Registration site, including any embedded codes, links to or content on third party

sites, and shall be liable in respect thereof.

- 3.5 Brisbane Powerhouse reserves the right to accept corrections to the Event's stated performance dates, times, prices, duration and venue capacity.
- 3.6 Brisbane Powerhouse reserves the right to make minor changes to creative copy that the Venue Manager enters into Eventotron where it is reasonable that such a change would benefit all parties (for example, spelling errors or ensuring clarity of meaning).
- 3.7 Brisbane Powerhouse reserves the right to make any other changes to creative copy that the Venue Manager enters into Eventotron where senior staff determine that the copy conflicts with the core values of the organisation or poses an unacceptable risk. If this occurs, Brisbane Powerhouse will adjust the creative copy immediately, and will advise the Venue Manager of the changes to provide them with an opportunity to submit alternative words or images to be approved by Brisbane Powerhouse.
- 3.8 The Venue Manager acknowledges that they are responsible for all expenses associated with the Venue.

#### 4. Box Office Services and Ticket Sales

- 4.1 The Venue Manager and/or the Artist/Promoter is responsible for ticketing the Event. It is recommended that a reputable third party ticketing provider or payment platform (for donations) is engaged to provide the ticketing service. A direct link to the Event's ticketing site will be provided to Brisbane Powerhouse by the Publicity Materials Due Date in the Schedule.
- 4.2 Brisbane Powerhouse takes no responsibility for ticketing the Event, the management of ticketing services including payments, refunds, seating inquiries by patrons and money received through box office sales which must be managed by the Venue Manager and/or Artist/Promoter and/or third party ticketing provider in accordance with the Live Performance Australia's [Ticketing Code of Practice](#).
- 4.3 The Venue Manager and/or Artist/Promoter agrees to provide the total number of Audience attendees (ticketed and complimentary) and a list of Audience postcode data (CSV file) to Brisbane Powerhouse on the conclusion of the Event.
- 4.4 The Venue Manager and/or Artist/Promoter agrees to offer ticket purchasers the option to "opt in" to receive emails from Brisbane Powerhouse for Melt Open.

#### 5. Complimentary Tickets

- 5.1 The Venue Manager and Artist/Promoter agrees that Brisbane Powerhouse/Melt Open may retain a maximum of 10 (ten) complimentary tickets to the season of the Event for the use of industry VIPs, visiting promoters and festival directors, sponsors, Melt Open staff, and government representatives.
- 5.2 If the Venue Manager and Artist/Promoter agrees to the distribution of complimentary tickets for Awards, arts industry development program and/or approved Media partners, Brisbane Powerhouse/Melt Open may distribute complimentary tickets (additional to those specified in clause 5.1) to those persons who meet eligibility requirements for these programs.
- 5.3 The Venue Manager and Artist/Promoter are encouraged to allow other artists with passes, as well as approved industry VIPs and Melt Open staff (carrying authorised Melt Open passes) to watch any performance of the Event at no cost, provided that seats are available, after all ticketed persons have entered the Venue.

#### 6. Marketing and Publicity

- 6.1 All promotional media and advertising created and distributed by the Venue Manager must incorporate the official logo for Melt Open and abide by the terms of its use (full details on the Melt Open website). Copies of the logo will be available from the Online Registration site. All promotional media and advertising must comply with the Melt Open Code of Conduct.
- 6.2 The Venue Manager and Artist/Promoter agrees to provide Brisbane Powerhouse/Melt Open with the required publicity information – including a media release for each individual event – in the manner specified by the Melt Open Publicist by the Publicity Materials Due Date as set out in the Schedule, or as soon as possible if the event is registered after the date as set out in the Schedule.
- 6.3 The Venue Manager and Artist/Promoter may choose to provide Event posters (if available) to the Melt Open Office no later than the “Printed Display Materials” Due Date, as set out in the Schedule, in order that Brisbane Powerhouse may create poster displays at key Melt Open locations. The Venue Manager will recognise local laws regarding affixing, distributing or handing out poster handbills or flyers, and will not do so without a permit issued from the relevant local council authority.
7. Licence to use Event Image, Event Blurb and Text
- 7.1 The Venue Manager and Artist/Promoter grants Brisbane Powerhouse/Melt Open a non-exclusive, royalty free, worldwide, perpetual license to use the image(s) and text submitted in the Online Registration for the purposes of making and using images of the Event for non-commercial purposes, including for producing print and web publication of the Melt Open program as well for use in the Melt Open electronic newsletter, and for meeting the reporting requirements of our government, philanthropic and commercial partners.
- 7.2 This licence for use only extends to promotion of the Event or Melt Open of which the Event is a part of, or in an archival context in reference to this particular year’s Melt Open; this licence does not permit Brisbane Powerhouse to use image(s) and text submitted in the Online Registration to promote the organisation more broadly.
8. Privacy
- 8.1 By completing the Online Registration, the Venue Manager agrees:
- (a) to provide true, accurate, current and complete information about the Venue;
  - (b) that if the Venue Manager is acting on behalf of a company or other body, they are authorised to provide information about that body to Brisbane Powerhouse, that the information the Venue Manager provides is true, accurate, current and complete, and that the Venue Manager is authorised to bind that body to these terms and conditions; and
  - (c) that they are over eighteen years of age and have legal capacity to enter into a contract.
- 8.2 Any personal information collected by Brisbane Powerhouse from the Venue Manager will be handled in accordance with the Brisbane Powerhouse Privacy Policy, which can be found at <https://brisbanepowerhouse.org/privacy-policy/>
- 8.3 The Venue Manager acknowledges and agrees that they will handle any personal information of any person collected by the Venue Manager in accordance with the *Privacy Act 1988* (Cth).
9. Cancellation and Termination
- 9.1 If the Venue Manager cancels the Event or withdraws the Event from Melt Open, the registration fee is non-refundable.

- 9.2 The Venue Manager and Artist/Promoter agree to attempt to reschedule any cancelled Event or single performance if practical and possible.
- 9.3 If the Venue Manager cancels one or more performances of the Event or withdraws the Event, as described in Clause 9.1, and the reason for doing so is reasonable and in order to comply with regulatory restrictions or public health concerns in accordance with the Melt Open COVID Safety plan, or an alternative COVID Safety plan that the Venue Manager has submitted to Brisbane Powerhouse/Melt Open, Brisbane Powerhouse will refund the registration fee referred to in Clause 3.1.
- 9.4 Compliance with Queensland Government COVID-19 Public Health Directions or other Government Directives may reduce audience capacity for contracted events. For the avoidance of doubt, the Venue Manager and/or Venue is not entitled to make any claim in respect of the reduced capacity resulting from compliance with a Queensland Government Directive.
- 9.5 Ongoing compliance with Queensland Government COVID-19 Public Health Directions or other Government Directives may reduce audience capacity of the Event, and any reduction in audience capacity is not considered grounds for cancellation under this clause.
- 9.6 Brisbane Powerhouse may, by notice in writing to the Venue Manager, terminate this agreement if:
- (a) the Venue Manager fails or neglects to observe or perform any of the terms and conditions of this agreement;
  - (b) the Venue Manager acts in a manner that seriously prejudices the business of Melt Open, Brisbane Powerhouse or jeopardises the welfare of any member of the staff, customer or stakeholder of Melt Open, Brisbane Powerhouse; or
  - (c) Brisbane Powerhouse becomes aware of conditions under which the presentation or development of the Event could, in the reasonable opinion of Brisbane Powerhouse, jeopardise public safety or order, involve a risk of personal injury or damage to property or constitute a breach of any rules, laws, notices or regulations including of any government, statutory and public authorities; or
  - (d) Brisbane Powerhouse becomes aware of behaviour that contravenes the Melt Open Code of Conduct, as published in Annexure 1, where the incident is not able to be reconciled between the Venue Manager and the complainant, and in the reasonable opinion of Brisbane Powerhouse has capacity to cause additional harm to the complainant or any other person affected by the contravening behaviour; or
  - (e) Brisbane Powerhouse becomes aware of content or behaviour that contravenes the Melt Open Code of Conduct, as published in Annexure 1, and said content or behaviour is not satisfactorily adjusted to comply with the Code of Conduct.
- 9.7 In the event that this agreement is terminated by Brisbane Powerhouse, no refund of any paid amounts will be provided to the Venue Manager and the Venue Manager will be required to pay any outstanding sum owed to Brisbane Powerhouse including as a result of indemnity given by the Venue Manager to Brisbane Powerhouse under this agreement.
- 9.8 Upon termination or expiry of this agreement (for any reason whatsoever), the Venue Manager will immediately cease to use, apply or display the Melt Open logo in any manner whatsoever. This includes using their best endeavours to delete and otherwise remove any existing online promotional and marketing content that includes the Melt Open logo.
- 9.9 The termination of this agreement by Brisbane Powerhouse:
- (a) will not prejudice any right of action or remedy that may have accrued to Brisbane Powerhouse prior to termination; and

- (b) will be without prejudice to the continuation of the obligations of the parties under clause 10, whose obligations will continue to bind the parties, notwithstanding such termination.
- 9.10 With the exception of clause 10.2, the parties acknowledge and agree that neither party shall be entitled to claim any loss of profit or goodwill, or any damages or compensation of any kind arising out of the expiry or lawful termination of this agreement.
10. Warranty and Indemnity
- 10.1 The Venue Manager registers the Event as part of Melt Open. As such, the Venue Manager warrants and represents that:
- (a) the Event is produced independently of Melt Open and Brisbane Powerhouse;
  - (b) the Venue Manager carries all legal, financial and risk responsibility associated with the content and delivery of the Event;
  - (c) the Event does not contain, to the best of the Venue Manager's knowledge, defamatory content;
  - (d) the Event does not contain content that infringes the intellectual property rights of any third party; and
  - (e) the Event is not and cannot be covered by Brisbane Powerhouse's Public Liability Insurance policy, and the Venue Manager is wholly responsible for the safety of Audience, including the responsibility to obtain Public Liability Insurance where required.
- 10.2 The Venue Manager indemnifies Brisbane Powerhouse/Melt Open against any and all claims, actions, damage, loss, liabilities, costs, charges or expenses that are suffered or incurred by Brisbane Powerhouse as a result (whether directly or indirectly) of breach or non-performance of any or all of the agreements, representations, undertakings and warranties of the Venue Manager, its agents, employees or contractors under these terms and conditions.
- 10.3 For the avoidance of doubt, the Venue Manager acknowledges and agrees that Brisbane Powerhouse does not have editorial control over the Event.
- 10.4 It is the Venue Manager's responsibility to manage any potential risk elements within the Event, notwithstanding their responsibility to advise Brisbane Powerhouse of any potential risks,
- (a) The artist must provide, upon request, risk management documents, which may include a COVID Safety Plan, a Child Safety Plan, a Cultural Protocol Plan, an Ethics & Consultation Plan, or any other kind of risk management plan. The provision of any such plan is for Brisbane Powerhouse's reference only, and has no implied transference of responsibility, regardless of whether Brisbane Powerhouse provides feedback or not.
11. Code of Conduct
- The Venue Manager acknowledges that they have read the Melt Open Code of Conduct, as published in Annexure 1, and agree to comply with all requirements contained therein.
12. Child Safety Policy and Procedure
- 12.1 The Venue Manager acknowledges that if they are working directly with or around children at any time, that they must notify Brisbane Powerhouse and provide a Child Safety Plan upon request; they further acknowledge that they have read the Melt Open Child Safety Policy and Procedure as included in Annexure 2, and agree to comply with all requirements contained therein.
- 12.2 The Venue Manager agrees that all adults involved in an event for children will be required to have a current Working with Children Check (current Queensland blue card may be required) and Brisbane Powerhouse retains the right to request evidence of such.

13. First Nations Cultural Protocols

- 13.1 The Venue Manager acknowledges that if they are working directly with Australian First Nations artists or otherwise engaging with Australian First Nations culture as part of their work, that they have read and agree to adhere to the relevant Indigenous Cultural protocol guide(s) as published by the Australia Council for the Arts, and found in full at the following link:  
<https://www.australiacouncil.gov.au/about/protocols-for-working-with-indigenous-artists/>

14. Governing Law

- 14.1 The agreement shall be construed in accordance with the laws of the State of Queensland, Australia and the parties hereto do hereby submit to the jurisdiction of the Courts of the State of Queensland with respect to any dispute arising hereunder.

## SCHEDULE

	<b>Item</b>	<b>Details</b>
1	<b>Venue Registration Fee Payable</b>	<b>1 May 2024</b>
2	Publicity Materials Due Date	1 July 2024
3	Printed Display Materials Due Date	1 August 2024
4	Venue Manager Survey Response Due Date	14 November 2024
5	Agreement End Date	2 December 2024

## **ANNEXURE 1: MELT OPEN CODE OF CONDUCT**

### **MELT OPEN – PROGRAM VALUES**

Melt Open and Brisbane Powerhouse value the expression of diverse perspectives, the exploration of challenging concepts, and the support of artists who push social, political, and creative boundaries. However, ensuring the safety and respect of all individuals participating in Melt Open events or entering Melt Open venues is paramount.

This Code of Conduct extends to the presentation of work and performances/projects appearing throughout the Melt Open program.

Should a work involve content or behaviours in its marketing, advertising, or the performance/project itself, that are, in the opinion of Brisbane Powerhouse, a breach of this Code of Conduct, Brisbane Powerhouse reserves the right to remove any project and/or venue from the Melt Open program without recourse.

### **MELT OPEN – CODE OF CONDUCT**

Brisbane Powerhouse and Melt Open are committed to fostering an environment where all individuals feel safe, respected and valued across all Melt Open venues.

The Code of Conduct outlines the expected behaviour for all individuals engaging with Melt Open and Melt Open venues. People who engage in any activity at, on or behalf of Brisbane Powerhouse or Melt Open, must abide by this Code of Conduct. Engagement implies commitment to abide by the Code of Conduct.

This Code of Conduct relates to the behaviour of all persons involved with or associated with Melt Open.

### **YOUR COMMITMENT**

Brisbane Powerhouse does not tolerate:

- Any form of assault or violence, including domestic and family violence, gender-based violence and sexual assault.
- Discrimination against people of diverse sexualities, diverse genders, diverse gender expression and diverse bodies. This includes but is not limited to homophobia, biphobia, bi-erasure and transphobia.
- Racism, sexism, misogyny, ableism, or any other behaviour that discriminates or stigmatises based on identity, race, or ability.

#### **Respect and Inclusivity**

- Treat everyone with respect.
- Be mindful of your language and actions to avoid offensive, discriminatory or harmful behaviour.
- Embrace diversity and be open to different perspectives, fostering an inclusive and welcoming atmosphere.

#### **Personal Conduct**

- Behave to ensure the safety and comfort of all attendees and participants.
- Refrain from any form of harassment, including verbal, physical, sexual or online harassment, stalking or intimidation.
- Do not engage in disruptive, dangerous, or illegal activities on the premises.
- Follow all instructions given by Brisbane Powerhouse/Melt Open staff and volunteers for the safety of everyone.

#### **Alcohol and Substance Use**

- Drink alcohol responsibly in compliance with the law and do not serve alcohol to minors.
- Prohibit the consumption and possession of illegal drugs or non-prescribed substances on Brisbane Powerhouse premises.
- Abstain from any form of alcohol, illegal drugs, or non-prescription drugs while on duty; this strict prohibition applies to all staff members.
- Responsible consumption of alcohol is permissible in approved hosting roles for authorised functions.

### **Photography and Recording**

- Seek permission before taking photos or recording videos of other individuals.
- Do not use photography or recordings for commercial purposes without proper authorisation.

### **Respect Property**

- Respect the venue's property, equipment, and facilities and be aware that any deliberate damage will result in appropriate action being taken.

### **Environmental Responsibility**

- Dispose of rubbish and recyclables in designated bins to maintain a clean and environmentally responsible space.
- Respect the natural surroundings of Brisbane Powerhouse and our city.
- Conserve electricity, water and minimise landfill.

### **Communication**

- Promote positive and respectful communication in all interactions.
- Resolve conflicts or disagreements in a constructive manner and, if necessary, seek assistance from Brisbane Powerhouse staff.
- Only authorised personnel may speak on behalf of Brisbane Powerhouse.

### **Compliance with Laws**

- Abide by all applicable local, state, and national laws and regulations.

### **Fraud and Misrepresentation**

- Do not engage in fraudulent or deceptive activities, including misrepresenting identity, credentials or affiliations.
- Do not commit financial fraud, including unauthorised use of credit cards, theft or embezzlement.
- In financial transactions, establish and uphold internal controls that segregate duties, preventing any single individual from exerting full control over a transaction process.

### **Disrepute**

- Do not engage in activities that could bring Brisbane Powerhouse or Melt Open into disrepute.

### **Confidentiality**

- Safeguard organisational information by ensuring its strict confidentiality.

### **Fraud Detection**

- Promptly address and take action on fraud to minimise financial losses and safeguard our reputation.
- Remain vigilant and report suspicious activities without fear of reprisal.

### **Whistleblower Protection**

- Safeguard individuals who report concerns about unethical or illegal activities within the organisation.
- Guarantee anonymity and prohibit retaliation against whistleblowers.
- Abide by Brisbane Powerhouse's Whistleblower Protection Policy.

### **Privacy**

Adhere to Brisbane Powerhouse's Privacy Policy, including:

- prioritising the safeguard of personal data. Adhering to all relevant privacy regulations and ensuring the data is securely handled;
- gathering personal information only for specific, lawful purposes and ensuring data collection practices are transparent and that individuals understand how their data will be used; and
- maintaining stringent security measures to prevent unauthorised access or disclosure of personal information.

## **CONFLICTS OF INTEREST**

A conflict of interest arises when the personal, professional, or business interests of Brisbane Powerhouse personnel are inconsistent with or deviate from the interests of Brisbane Powerhouse or the responsibilities of its employees and related personnel. This includes both actual and potential conflicts of interest.

### **Conflicts of Interest Disclosures**

Disclose conflicts of interest in writing to the CEO/Artistic Director, Brisbane Powerhouse. The CEO/Artistic Director will review the conflict of interest and determine an appropriate response based on the conflict's specific circumstances and nature. The CEO/Artistic Director must report their conflicts of interest to the Brisbane Powerhouse Chair, while Brisbane Powerhouse Board Directors must disclose their conflicts of interest to the Brisbane Powerhouse Board and/or Brisbane City Council (the shareholder) as appropriate.

In some cases, disclosure will be sufficient to manage the conflict. In other cases, appropriate management may mean that the person with the conflict of interest will:

- abstain from voting on, making or influencing decisions or proposals;
- withdraw from discussions of affected proposals; and
- have their access to information about the conflict of interest restricted.

Brisbane Powerhouse employees will not solicit or accept from any person any remuneration or benefit from the discharge of duties to gain directly or indirectly a financial advantage for themselves or any other person over and above any official remuneration.

Examples of potential conflicts of interest that are endemic to Brisbane Powerhouse and arts workers are:

- working for another arts organisation;
- serving on the board or management committee of another arts organisation;
- producing an independent show that is or is not being held at Brisbane Powerhouse;
- being in a relationship with someone who is engaged with Brisbane Powerhouse in some form - eg a partner of a person who has approached Brisbane Powerhouse about a production or partnership; or
- benefiting financially from any external party engaged with Brisbane Powerhouse.

### **CODE OF CONDUCT – BREACHES**

All breaches of the Code of Conduct must be reported to a Brisbane Powerhouse staff member; or in the case of employees, their direct manager; or in the case of the CEO/Artistic Director or Brisbane Powerhouse Board Directors, the Brisbane Powerhouse Chair; or in the case of the Brisbane Powerhouse Chair, Brisbane City Council (the shareholder). Breaches will be dealt with by following Brisbane Powerhouse's Complaints Handling and Investigations procedure.

Where it is established that there has been a breach of the Code of Conduct, action will be taken commensurate with the breach. This may include disciplinary action, employee or contractor termination or eviction of individuals from Brisbane Powerhouse premises.

## **ANNEXURE 2: MELT OPEN CHILD SAFETY POLICY AND PROCEDURE**

### **Introduction**

Brisbane Powerhouse is committed to providing a safe and secure environment for all children who participate in Melt Open. This Child Safety Policy and Procedure outlines Brisbane Powerhouse's commitment to promoting the welfare and protection of children and young people under the age of 18 years.

### **Scope**

This policy and procedure applies to all individuals associated with Brisbane Powerhouse and Melt Open, including and not limited to employees, contractors, participants, volunteers, artists/promoters, and anyone engaged by the organisation who may have contact with children during the festival.

### **Purpose**

The purpose of this policy is to:

- ensure the safety, well-being, and protection of children participating in Melt Open events,
- outline the responsibilities of all individuals involved in Melt Open regarding child safety,
- provide procedures for preventing, identifying, and responding to concerns or incidents of child abuse or neglect.

### **Policy Statements**

#### Child Protection Compliance

- All individuals engaged in child-related work must comply with relevant legislation, including obtaining valid Working with Children Checks where required.
- Melt Open will adhere to all legal requirements and standards related to child protection.

#### Promotion of Child Safety

- Melt Open will establish and maintain child-safe environments where children are respected, valued, and protected from harm.
- The organisation will actively promote cultural safety, participation, and empowerment of all children, including those from diverse backgrounds and with disabilities.

### **Procedures**

#### Recruitment and Screening

- All individuals engaged in child-related work must undergo thorough screening processes, including obtaining valid Working with Children Checks where required.

#### Supervision and Monitoring

- Adequate supervision must be provided for all activities involving children.
- Monitoring mechanisms must be in place to ensure compliance with the legal requirements and standards related to child protection.

#### Reporting and Response Protocol

- Any concerns, suspicions, or disclosures of child abuse or neglect must be reported immediately to the relevant authority. If in doubt about the appropriate course of action, individuals should contact the Queensland Police Service for guidance.

#### Confidentiality and Privacy:

- All information related to child safety concerns will be handled confidentially and in accordance with privacy laws.
- Information will only be shared with individuals on a need-to-know basis and as required by law.