

Performer Terms and Conditions – Celebrate Hedland Community Expo 2026

Inclusion in the Celebrate Hedland Community Expo 2026 ('**Event**') is by submission of the Expression of Interest ('**EOI**') application form and acceptance at the sole discretion of the Town of Port Hedland ('**Town**').

Performers performing at the Event, agree to be bound by these Terms and Conditions.

Applicant Eligibility, Selection and Notification

1. Individual performers or groups are eligible to apply.
2. All performers must be local to the Port Hedland local government area.
3. Applications must be submitted via the Microsoft Form linked online at www.porthedland.wa.gov.au by the application deadline of Midnight on Monday 27th of April 2026.
4. Applicants will be notified of their successful application via email from the Town on the Thursday 30th of April 2026.
5. Selection for inclusion in the Event will be based upon the information provided in the EOI.

Performance

1. Performers acknowledge that their participation in the Event is voluntary and undertaken in good faith as part of a community celebration.
2. A one-off honorarium is provided as a thank you for participation and contribution to the community showcase event. It is not a fee for service, wage, or payment for professional engagement and does not create an employment or contractor relationship between the Performer and the Town.
3. Performers will be provided with the space, performance duration and technical requirements for which they have indicated on their EOI and confirmed via artist confirmation brief. Any changes to this information must be emailed to the Town no later than one (1) week prior to the Event.
4. Performers acknowledge that the programming of the Event is at the sole discretion of the Town. The ordering and inclusion of performances will be determined by the Town and Performers acknowledge their performance may occur before or after other performances of any type or nature.
5. Performers will be notified of their performance time via email from the Town prior to the Event.
6. Notification of non-attendance should be provided by email to the Town no later than one (1) week prior to the Event.
7. The Town may alter the program at any time. Notice of changes will be provided to Performers with as much notice as possible.
8. Performers are encouraged to promote their attendance at the event. Performers should utilise promotional materials provided by the Town or share Town social media posts and/or website updates to promote their attendance.

9. Performers are required to provide the Town with any promotional material generated by the participant, for approval by the Town prior to distributing to the public.
10. Backline may be available for Performers who made reasonable requests for backline items on their application.
11. All backing tracks and/or music requiring playback must be received no later than one (1) week prior to the event. Files can be emailed to the Town or hand delivered on USB to the Town. Accepted formats include .mp3 or .wav. No video files, m4p, .wma files or supplied playback devices will be accepted.
12. A line check will be available on the event day for Performers who requested a soundcheck on their application. The Town will email Performers with their designated soundcheck timeslot. Performers who arrive late for their soundcheck may be given a shortened timeframe or may lose their soundcheck slot.
13. Performers must check in with the Stage Manager upon arrival for their performance.
14. Performers must arrive side of the stage (stage right) no later than 15 minutes prior to performance time and be ready to perform.
15. Late arrival of Performers may result in their performance being cancelled or altered by the Town. If Performers are unable to make their allocated performance time, notification must be emailed to the Town no later than two (2) days prior to the Event.
16. Onsite change/ dressing rooms are available but are not dedicated for performers so Performers are encouraged to arrive dressed.
17. The performance and all material must refrain from using racial terms or abusive language of any kind.
18. Participants agree to remove their equipment after their performance in a timely matter.
19. Performers consent to any photographs/videos taken of their performance to be used by the Town in its sole unfettered discretion.

Vehicle Access

1. Performers can access the stage loading zone between 1:30pm – 3:30pm, to drop off equipment required for their performance, as indicated on their application.
2. All vehicles must be removed from the stage loading zone once equipment has been loaded into the Event.
3. When travelling in the event area, a speed limit of 8km/hr (or walking pace) must always be adhered to by all vehicles.
4. Performers may be granted access by the Town to bring their vehicle into the event space to load their equipment after their performance. Vehicles must follow all directions from traffic management and event staff.

Event Cancellation

1. The Town will inform Performers via email at a minimum, of event cancellation with as much notice as possible.

2. Under no circumstance, will Performers distribute cancellation email from the Town to their social media pages/ websites.
3. Performers can advise their followers of the changes, by sharing Town social media posts and/or website updates.

Town Obligations

1. The Town will provide Performers with reasonable access to the venue prior to the Event, to set up equipment and complete a line check at a time that is agreed upon by the Town.
2. The Town will provide safe working conditions and ensure all equipment and facilities are in good working order. All staging will comply with statutory requirements and, where required, structural permits will be gained.
3. The Town will provide the stage, lighting, and audio systems and any reasonably requested and approved backline through the application process
4. The Town will provide adequate crowd control for the event pending expected patronage and activities on offer.
5. The Town will hold insurances including Public Liability Insurance and Workers Compensation Insurance to cover the event and equipment.

Participant Obligations

1. Performers agree to attend the Event and line check (if required) and performance punctually, sober, and unaffected by alcohol and other drugs.
2. Performers will at no time conduct themselves in a way that could harm their reputation or that of the Town.
3. Performers agree not to smoke or consume alcohol or other drugs whilst performing at the Event.
4. If Performers are using their own equipment (instruments etc.), they will be in good working condition and where applicable, have appropriate test and tagging in accordance with AS/NZS 3760:2022. Electrical equipment that is not tested and tagged with a current date of compliance, will not be able to be used at the Event. Test and Tag requirements are as per the Health (Public Buildings) Regulations 1992.
5. The participant must maintain and provide to the Town a Certificate of Currency for Public Liability Insurance to a minimum of \$10 million or advise the of requirement to be covered through the Town's Uninsured Buskers coverage 3 weeks before the event.
6. The Participant must promptly report any accident or incident to the Town, including in relation to any property damage; illness accident or personal injury; matters concerning the health, safety, or security of the public; hazards and near misses.
7. Participant agrees to comply with all COVID-19 Government directions, mandates and requirements which are in effect at the time of the Event.
8. Performers consent to any photographs/videos taken of their staff/volunteers and/or stall to be used by the Town in its sole unfettered discretion.
9. Performers will at all times comply with the rules and regulations of the Event including those contained in these Terms and Conditions and in any pre-event

email correspondence and will abide by all onsite instructions issued by the Town. Failure to comply with these, risk removal from the Event and/or exclusion from future events, at the sole discretion of the Town.

Honorariums

1. As a gesture of appreciation for participation in this community event, the Town will provide a one-off honorarium in accordance with the following standardised amounts:
 - a. Group Performer Honorarium: \$500.00
 - b. Solo Adult Performer Honorarium: \$190.00
 - c. Solo Youth Performer Honorarium: \$110.00
2. These honorariums are fixed amounts and are not calculated by reference to time spent, services provided, or performance duration.
3. Honorarium amounts recognise the contribution of performers and reflect the community-focused, non-commercial nature of the showcase.
4. Honorariums will be paid following the Event, subject to provision of required payment details.
5. Performers are responsible for any personal tax obligations arising from receipt of the honorarium.

Liability

1. The Town will not be responsible for any accident which may be caused through or by the participant or which may happen in connection with their performance; nor for the loss or damage to any property including as a result of on-site power failure. The Participant shall deem the Town harmless and indemnify it against any legal proceedings arising from any such accident.
2. Any damage done to the roads, ground or buildings by the participant must be made good by the Participant to the satisfaction of the Town of Port Hedland.
3. The Town will not be responsible for any loss or mis-delivery of props/items at the Event or for any damage done there to. Performers are responsible for insuring their own property.
4. Performers must comply with statutory insurance requirements including Public Liability Insurance or confirm required coverage from the Town's Uninsured Buskers policy.
5. The Town cannot be held responsible for cancellation of the Event due to unavoidable cancellation, abandonment, disruption or rescheduling of the Event for items such as adverse weather, Civic Commotion, extended terrorism, National mourning for Heads of State aged over 65 and non-appearance of individuals, groups or teams, as per the Town's Insurance Policy.

Other

1. Performers acknowledge that Town events are alcohol and other drug free, unless specified by the Town. A designated smoking area will be in place at the Event.

2. Information provided in the EOI will be collected, used, and disclosed in accordance with the relevant privacy laws.
3. Performers are required to complete a post-event survey following the conclusion of the event. Completion of this survey is a condition of participation.

The information collected will be used to:

- Support evidence-based reporting on the value and impact of the event to the community
- Inform funding, evaluation, and stakeholder reporting requirements
- Identify opportunities for improvement and enhance the experience of future events

Survey responses will be used in aggregate where possible and handled in accordance with applicable privacy requirements. Failure to complete the post-event survey may be taken into consideration when assessing eligibility for participation in future events.

4. Performers found in breach of any of the Terms and Conditions outlined within this document, risk exclusion from future events, at the sole discretion of the Town.