

# SOUTH AUSTRALIA'S HISTORY FESTIVAL 2021

## EVENT REGISTRATION TERMS AND CONDITIONS

This agreement sets out the terms on which the Event Organiser (**You, Your**) will be registered with the History Trust of South Australia (**History Trust, Us, We or Our**) to participate by presenting an event in the 2021 South Australia's History Festival (**History Festival**). By registering your event in the History Festival, You agree to be bound by the terms and conditions contained in this Agreement.

### 1. TERM

- 1.1 This Agreement is only for the History Festival and ends on 30 June 2021 unless:
  - 1.1.1 your event registration is not accepted by the History Trust under clause 3.2; or
  - 1.1.2 this Agreement is cancelled or terminated earlier in accordance with clauses 4 or 7.

### 2. REGISTRATION OF EVENT

- 2.1 To register your event for the History Festival, You agree to pay the registration fee.
- 2.2 You warrant that all information supplied to us in relation to your event as part of the registration process, including any and all future information supplied to us by You, has been reviewed, accepted and confirmed by you and is accurate and correct. If at any time You become aware that You have provided us information which is not accurate and correct, You undertake to immediately notify us of that fact.
- 2.3 Submission of registration of your event does not guarantee that your event will be accepted by the History Trust for the History Festival.
- 2.4 You have the opportunity to make changes to the information provided to us up to and including Wednesday 10 March 2021. If You request changes to your event information after Wednesday 10 March 2021, those changes may be made at the History Trust's sole discretion.
- 2.5 Images included in the program must be approved by the History Trust and will be included at the History Trust's discretion.
- 2.6 By uploading images or other works during event registration, You warrant and undertake to Us that you hold or have obtained all necessary rights and permissions for the use of such images or other works (including, where relevant, any third parties which may hold intellectual property rights in relation to the images or other works).
- 2.7 You grant the History Trust a non-exclusive, royalty free perpetual licence to reproduce any images, text or other works provided by You to promote and publicise the History Festival.

### 3. ACCEPTANCE

- 3.1 **Eligibility to Participate**
    - 3.1.1 Your event must:
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- (a) take place in South Australia (unless it is a filmed, pre-recorded or streamed event that is intended to be viewed using a video viewing or streaming service or provider);
- (b) be available to the public (ie not 'members only' or 'invite only');
- (c) connect in a meaningful and demonstrable way to South Australia's history; and
- (d) provide a written, spoken or performed interpretation, background, context and/or analysis of historical events or objects, allowing visitors to learn, consider, discuss, experience, share and better understand the subject of the event.

3.1.2 An event with the selling or trading of goods as its main focus is not eligible to participate in the History Festival.

### 3.2 **Acceptance of Registration**

3.2.1 The History Trust reserves the right in its sole discretion to not accept the registration of your event or to not accept any content relating to your event including but not limited to the following reasons:

- (a) your event does not comply with clause 3.1.1 and 3.1.2;
- (b) your event or any content relating to your event:
  - (i) is liable to incite racial, ethnic, gendered or homophobic hatred or promotes hatred of any particular community or persons; or
  - (ii) constitutes or encourages conduct that would be considered as a criminal offence or is otherwise contrary to law including freedom of expression legislation and third party contractual rights; or
  - (iii) is detrimental or is likely to cause damage to the reputation of the History Festival, the History Trust, or the sponsors or stakeholders of the History Festival.

### 3.3 **Use of Aboriginal and Torres Strait Islander Traditional Knowledge**

3.3.1 If your event involves the use of Aboriginal or Torres Strait Islander traditional knowledge or intellectual property, you must:

- (a) to the extent required by applicable laws, seek free, prior and informed consent and/or involvement from the relevant traditional owners (ie consent given voluntarily and without coercion, intimidation or manipulation);
- (b) respect Aboriginal and Torres Strait Islander Peoples' ownership of their traditional knowledge and the cultural protocols associated with it; and
- (c) attribute any known owners of the traditional knowledge or intellectual property wherever it is used.

## 4. **CANCELLATION**

4.1 If You choose to withdraw your Event from the History Festival program, you must give written notice to the History Trust as soon as possible.

4.2 The History Trust may cancel your event at any time if it becomes aware of any offending material or content within the meaning of clauses 3.2.1(b)(i), 3.2.1(b)(ii) or 3.2.1(b)(iii).

4.3 If your event is cancelled or withdrawn from the History Festival:

4.3.1 You must advise any registered attendees, the public and your venue of the withdrawal or cancellation of your event; and

4.3.2 the History Trust will update your event listing on the History Festival website.

## 5. **FORCE MAJEURE**

5.1 For the purposes of this clause 5, "**Force Majeure Event**" means the following events or circumstances:

5.1.1 fire, flood, earthquake, elements of nature, acts of God, malicious damage, epidemic, pandemic, explosion, sabotage, riot, civil disorder, rebellion or revolution;

5.1.2 any change of law executive or administrative order or act of either general or particular application of any government, or of any official acting under the authority of that government, prohibition or restriction by domestic or foreign laws, regulations or policies, quarantine or customs restrictions,

which the History Trust:

5.1.3 did not cause; and

5.1.4 cannot prevent, control or influence.

5.2 Where a Force Majeure Event occurs the History Trust may take such steps as it deems necessary to mitigate or address the impact of the Force Majeure Event including but not limited to cancelling or postponing the History Festival.

5.3 The History Trust and the Crown in right of the State of South Australia are not in any way responsible or liable for failure to perform this Agreement to the extent and for so long as its performance is prevented or delayed because of a Force Majeure Event.

5.4 The History Trust will, as soon as is reasonably practicable, notify you in writing providing details of the expected effect of the Force Majeure Event.

## 6. **LIABILITY AND INDEMNITY**

6.1 You accept that You, your staff and volunteers participate in the History Festival wholly at your and their own risk. We are not liable for any loss or damage incurred by you, your staff or volunteers in participating in the History Festival.

6.2 You warrant to us that you have obtained all necessary licences and permissions from all parties interested in the copyright and other intellectual property rights whatsoever, and you indemnify us in respect of any claims, damage, loss, liabilities, costs, charges or expenses that are suffered or incurred by us as a result (whether directly or indirectly) of your failure to obtain any and all such necessary licences or permissions or to pay any relevant fees in relation to the same.

6.3 You indemnify us against any and all claims, actions, damage, loss, liabilities, costs, charges or expenses arising, suffered or incurred by us as a result of your event (whether directly or indirectly) including any act or default by You, your venue, agents,

staff or volunteers in connection with the conduct of the event or the use of your venue for your event.

6.4 You are wholly responsible for the safety of all persons present at your event.

6.5 You are responsible for arranging and paying for all insurances for your event including any public liability insurance for a minimum of \$20,000,000.

## 7. **TERMINATION**

7.1 We may terminate your participation in the History Festival with immediate effect by giving written notice to you:

7.1.1 if you have breached this Agreement and the breach is not remedied by You within 5 business days of notice from us in writing ; or

7.1.2 if the History Trust has cancelled your event registration under clause 4.2; or

7.1.3 if you have withdrawn your event from the History Festival under clause 4.1; or

7.1.4 for convenience and without cause; or

7.1.5 if the History Festival is cancelled for any reason.

7.2 Subject to clause 8, You are not entitled to any compensation in the event of termination under clause 7.1 of this Agreement.

## 8. **REFUND OF REGISTRATION FEE**

8.1 You will be entitled to a refund of your registration fee if this Agreement is terminated by the History Trust:

8.1.1 under clause 7.1.5 due to cancellation of the History Festival (including but not limited to where such cancellation results from a State or Federal Government direction in relation to COVID-19); or

8.1.2 under clause 7.1.4 for convenience and without cause (including but not limited to where such cancellation results from a State or Federal Government direction in relation to COVID-19); or

8.1.3 under clause 7.1.3 due to withdrawal of your event if such withdrawal occurs prior to 5:00pm on Wednesday, 10 March 2021.

8.2 You will not be entitled to a refund of your registration fee if this Agreement is terminated by the History Trust:

8.2.1 under clause 7.1.1 for breach of this Agreement; or

8.2.2 under clause 7.1.2 due to cancellation of your event registration by the History Trust; or

8.2.3 under clause 7.1.3 due to withdrawal of your event if such withdrawal occurs after 5:00pm on Wednesday, 10 March 2021.

## 9. **EVENT MANAGEMENT**

9.1 You are responsible for managing your event including (but not limited to) venue hire, bookings for attendees and promotion of your event. All details must be finalised

before submitting registration. You agree to cover all costs involved in holding and managing your event.

- 9.2 If places are limited at your event, You must not open bookings until the program is officially released.
- 9.3 It is your responsibility to obtain all necessary licenses and permissions required for your event, including but not limited to any liquor licensing requirements and any intellectual property rights, licenses or permissions.
- 9.4 You agree to acknowledge that your event is part of the History Festival in promotional materials and to use the History Festival logo (download from website) in accordance with any style guides or other relevant policies determined by the History Trust.
- 9.5 You agree to do what You can to make your event accessible to visitors with disabilities and to provide clear information about access for your event.

## 10. HEALTH AND SAFETY

### 10.1 COVID-19

10.1.1 You must:

- (a) ensure that your event and venue complies with all State and Federal Government laws, regulations, directions, requirements, crowd restrictions and health practices in relation to COVID-19;
- (b) complete and update any COVID Safe Plan or a COVID Management Plan required by law. Visit: <https://www.covid-19.sa.gov.au/> for more information; and
- (c) manage staffing and ensure your staff and volunteers comply with any applicable COVID-19 isolation requirements.

### 10.2 General

- 10.2.1 By participating in the History Festival, you are solely responsible for ensuring all persons involved in running your event who are likely to work with children have a current Working with Children Check. For more information, visit: <https://screening.sa.gov.au/>
- 10.2.2 You and/or your venue are wholly responsible for the safety of your attendees, staff, volunteers and other individuals or parties involved in your event.

## 11. REPORTING AND FEEDBACK

By taking part in the History Festival, you must report visitor numbers to the History Trust and provide feedback by way of completing the Event Organisers' survey.

## 12. GST

- 12.1 Any sum payable (or amount included in the calculation of the sum payable) under or in accordance with these terms excludes an amount on account of GST ("**Base Consideration**") unless otherwise expressly stated.
- 12.2 The History Trust represents that its ABN is 17 521 345 493 and it is registered under the *A New Tax System (Australian Business Number) Act 1999* (Cth).

- 12.3 Where any Supply made by the History Trust under this Agreement is a Taxable Supply:
- 12.3.1 the History Trust will provide a Tax Invoice in respect of the Taxable Supply; and
  - 12.3.2 in addition to the “**Base Consideration**”, You must also pay the GST Consideration to the History Trust.
- 12.4 For the purposes of this clause **Error! Reference source not found.**:
- 12.4.1 “**GST**” means the tax imposed by the GST Law;
  - 12.4.2 “**GST Consideration**” means an amount equivalent to the GST payable in respect of a Taxable supply which is calculated in accordance with the GST Law; and
  - 12.4.3 “**GST Law**”, “**Supply**”, “**Tax Invoice**” and “**Taxable Supply**” have the meaning provided in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

13. **GOVERNING LAW**

This Agreement is governed by the law of South Australia and the Courts of South Australia have jurisdiction to determine any proceedings in relation to these terms.