

GUIDELINES / TERMS & CONDITIONS

Rochedale Shopping Village | 'Local Sound Series' (2026)

1. Introduction

- 1.1 The following guidelines have been established to ensure a safe, enjoyable and professional environment for performers, shoppers, retailers, staff and the surrounding community at Rochedale Shopping Village.
- 1.2 Participation in the Rochedale Shopping Village 'Local Sound Series' constitutes acceptance of these Terms and Conditions.
- 1.3 'Performer' means any musician or other performer of any kind who enters into this agreement.
- 1.4 'Promoter' means RSVF Pty Ltd CAN 162 526 543.

2 Duration

- 2.1 The performances are scheduled from 3:00pm – 5:00pm every fourth Friday of the month, unless otherwise advised by the Promoter.
- 2.2 Performers are required to arrive at least 15 minutes prior to their scheduled performance time to allow sufficient time for setup.
- 2.3 Performances are conducted outdoors and may be postponed, relocated or cancelled due to adverse weather conditions, operational requirements or other unforeseen circumstances. The Promoter will provide as much notice as reasonably practicable.
- 2.4 The Promoter reserves the right to alter performance dates, times or locations where necessary.

3 Eligibility

- 3.1 Performers must be at least 18 years of age. If underage, a parent or guardian must be present for the duration of the performance.
- 3.2 Performers must hold current Public Liability Insurance, with a minimum level of cover of \$5,000,000 per occurrence.
- 3.3.1 Provide a copy of their Certificate of Currency prior to confirmation of their booking.

4 Performance Requirements

- 4.1 Performers must maintain sound levels at an appropriate ambient volume suitable for a shopping centre environment with due consideration given to neighbouring residential properties, retailers and customers.

- 4.2 The Promoter reserves the right to adjust sound levels as required at any time.
- 4.3 Performances must be family-friendly and suitable for audiences of all ages.
- 4.4 The following are not permitted:
- Offensive or discriminatory language
 - Sexually explicit content
 - Aggressive crowd solicitation
 - Political campaigning
 - Behaviour considered offensive, unsafe or disruptive
- 4.5 Performers must remain within their allocated performance area and may not relocate without prior approval from the Promoter.
- 4.6 Performers must conduct themselves professionally and respectfully towards customers, retailers, centre management and other performers at all times.

5 Equipment and Site Regulations

- 5.1 Performers are responsible for supplying all equipment required for their performance, including but not limited to:
- Musical instruments
 - Amplifiers
 - Microphones
 - Speaker equipment
 - Stools or seating
 - Extension leads (where applicable), and any safety equipment to ensure leads are not trip hazards.
- 5.2 The Promoter does not provide equipment unless otherwise agreed in writing.
- 5.3 Equipment must not obstruct pedestrian access, emergency exits or neighbouring retailers.
- 5.4 All equipment must be maintained in a safe condition and comply with applicable electrical safety requirements.
- 5.5 Performers are responsible for the security of their own equipment at all times.

6 Donations and Merchandise

- 6.1 Performers may display an open instrument case or similar container for voluntary customer donations.
- 6.2 Performers must not:
- Approach customers requesting donations
 - Pressure or solicit donations
 - Obstruct pedestrian traffic

6.3 Small promotional signage (maximum pull-up banner size) is permitted.

6.4 The sale of CDs, merchandise, tickets or any other goods or services is not permitted unless expressly approved in writing by the Promoter.

7 Performer Payment

7.1 In appreciation of their participation, Performers will receive a **\$100 Drakes Gift Card** following completion of their scheduled performance.

7.2 Gift cards will be made available for collection following the performance at a time arranged with the Rochedale Shopping Village management team.

7.3 If a Performer fails to attend, arrives excessively late or does not complete the agreed performance without reasonable cause, the Promoter reserves the right to withhold the gift card.

8 Publicity and Promotional Material

8.1 By participating, the Performer grants the Promoter permission to photograph, film and record their performance.

8.2 The Performer grants the Promoter a non-exclusive, royalty-free licence to use photographs, video recordings, audio recordings and the Performer's name, likeness and biography for promotional, marketing and advertising purposes relating to Rochedale Shopping Village.

8.3 This includes (but is not limited to) use across:

- Social media
- Website
- Digital advertising
- Print publications
- Future promotional material

8.4 No additional compensation is payable for such use.

9 Cancellation

9.1 Should a Performer be unable to attend, they must notify the Promoter as soon as reasonably possible.

9.2 The Promoter reserves the right to cancel or reschedule any performance at its discretion due to weather, operational requirements, emergencies or other unforeseen circumstances.

9.3 The Promoter will not be liable for any costs incurred by the Performer arising from cancellation.

10 Safety and Liability

10.1 Performers participate entirely at their own risk.

- 10.2 Performers are responsible for ensuring their equipment is safe, secure and suitable for public use.
- 10.3 The Promoter accepts no responsibility for loss, theft or damage to equipment or personal belongings.
- 10.4 Nothing in these Terms excludes, restricts or modifies any rights or remedies available under the Australian Consumer Law.

11 Release and Indemnity

- 11.1 To the maximum extent permitted by law, the Performer releases and forever discharges the Promoter, HG Property Services Pty Ltd, and each of their respective directors, officers, employees, contractors, agents and representatives (together, the **Released Parties**) from all actions, claims, demands, proceedings, liabilities, losses, damages, costs and expenses arising out of or in connection with the Performer's participation in the event, except to the extent that such liability is caused by the negligence, wilful misconduct or fraudulent act of a Released Party or cannot lawfully be excluded.

The Performer indemnifies and must keep indemnified the Released Parties against all claims, demands, actions, proceedings, liabilities, losses, damages, costs and expenses suffered or incurred by any Released Party arising out of or in connection with:

- (a) any act or omission of the Performer or the Performer's employees, contractors, agents or invitees;
- (b) any breach of this agreement by the Performer;
- (c) any loss of or damage to property, or death, personal injury or illness, caused or contributed to by the Performer;
- (d) any claim made by a third party arising from or in connection with the Performer's participation in the event;
except to the extent that the relevant loss, damage, liability or claim is caused by the negligence, wilful misconduct or fraudulent act of a Released Party or cannot lawfully be indemnified.

12 Privacy

- 12.1 Personal information collected will be handled in accordance with the Privacy Act 1988 (Cth).
- 12.2 Information collected may be used (but not limited) to:
 - administer the Local Sound Series;
 - communicate with Performers;
 - arrange future performances;
 - promote Rosedale Shopping Village events and activities.
- 12.3 Performers may request access to or correction of their personal information by contacting HG Property Services.

13 General

- 13.1 The Promoter reserves the right to amend these Terms and Conditions where reasonably necessary.
- 13.2 Failure by the Performer to comply with these Terms may result in immediate cancellation of the performance and exclusion from future events.
- 13.3 These Terms and Conditions are governed by the laws of Queensland.

Performer Agreement

I confirm that I have read, understood and agree to comply with the Rochedale Shopping Village Local Sound Series (2026) Performer Terms & Conditions. I acknowledge that my participation is subject to these Terms and Conditions, including the requirements relating to insurance, conduct, performance standards, publicity consent and the Promoter's rights regarding scheduling and event management.

Performer Details

Performer / Band Name: _____

Contact Person: _____

Phone: _____

Email: _____

Performance Date: _____

Signature

I agree to the Terms and Conditions contained within this document.

Name: _____

Signature: _____

Date: ____ / ____ / ____

Centre Contact Details

Centre Management: 07 3221 9499

Security: 1300 776 738