

## Open House Melbourne

### Terms and Conditions

#### 1. Definitions

**Acceptance Letter** means the letter sent by OHM to a Collaborator confirming that OHM has accepted them as a Collaborator for the Event.

**Collaborator** means the entity and/or person identified as a collaborator on the Expression of Interest.

**Collaborator Guide** means the collaborator guidelines provided by Open House Melbourne, the current version of which can be found at the following web link: Collaborator Guide

**Collaborator Site** means any physical location or property which the Collaborator.

**Conditions** means these terms and conditions.

**Expression of Interest** means the expression of interest submitted by the Collaborator in relation to an Event.

**Event** means the event hosted by Open House Melbourne, including but not limited to, the Open House Weekend in the year specified in the Expression of Interest

**OHM** means Open House Melbourne Inc.

**Registration Fee** means the fee payable by the Collaborator on acceptance as a Collaborator as set out in the Acceptance Letter.

#### 2. Registration and Participation in the Event

2.1. Any entity and/or person may submit an Expression of Interest for participating in an Event (depending on the Event, this may be to host an Event, provide a Venue or contribute in some other way), however, such applicant agrees and acknowledges that such submission does not guarantee that OHM will accept an applicant's participation in an Event.

2.2. An applicant only becomes a Collaborator where OHM has provided written acceptance of the applicant's Expression of Interest.

2.3. The Collaborator confirms, acknowledges and agrees that, on acceptance as a Collaborator:

(a) OHM may use, copy, edit, communicate to the public and publish any information, materials, logo or content provided by Collaborator to market each of the Event (including publicising the participation of the Collaborator and the Collaborator Site/Event if applicable), and the OHM program, at its sole discretion before or after the Event; and

(b) it will adhere to the Collaborator Guide and the Privacy Legislation.

2.4. If accepted as a Collaborator, the Collaborator confirms, acknowledges and agrees that

- (a) it will take all steps and do all things necessary or desirable to make available the Collaborator to participate in the Event and the Collaborator has obtained all necessary consents, approvals, authorisations and licences to enable and permit such participation;
- (b) it will implement the Collaborator Guide and any other guidance provided by OHM at the Collaborator Site;
- (c) it has in place an effective emergency management plan that can be implemented during the Event if necessary or, if not, will work with OHM to develop one before the Event;
- (d) it will take reasonable precautions such as removal of any personal, fragile or precious belongings, to prevent loss, damage or theft to items or property in connection with the Event;
- (e) it will, in coordination with Event personnel, identify and take reasonable precautions to prevent personal injury to any participants in the Event such as attending to any slip, trip or fall or other safety hazards;
- (f) the Collaborator is aware of any government requirements in relation to COVID-19 and agrees to perform and discharge any such responsibilities described therein to the extent that they relate to the Host and the Collaborator Site/Event; and
- (g) is responsible for the collection and return of OHM signage (if/when allocated by OHM) for the Site/Event. The Collaborator agrees to organise the collection and return of signage when requested by OHM. This might include collection/return by the Collaborator, a representative or a courier company.

### **3. Open House Melbourne's role**

- 3.1. Each Collaborator acknowledges and agrees that OHM will (at its sole discretion, and to the extent it deems necessary):
  - (a) promote any Collaborator or Collaborator Site;
  - (b) recruit and place volunteers;
  - (c) register visitor attendance; and
  - (d) produce publicity material, guidance or catalogue of the relevant Collaborators or Collaborator Sites for Events.
- 3.2. OHM will include, in any publicity material, that entry to any Collaborator Sites by children is conditional upon the care and control of children being the responsibility of the child's parent or guardian.
- 3.3. Where OHM (in its sole discretion) determines that it is necessary to minimise risk and/or comply with current Victorian Government guidelines, OHM shall provide ticketing services for the Site/Event. If a ticketing service is provided, the Collaborator confirms that it has read the Ticketing Guidelines and agrees to perform and discharge the responsibilities described therein to the extent that they relate to the Collaborator and the Collaborator Site/Event.

### **4. Registration Fee**

- 4.1. Each Collaborator must pay the Registration Fee by the date set out in the Acceptance Letter. Each Collaborator acknowledges that the Registration Fee is a

contribution to the administrative costs incurred by OHM in running the Event, and is therefore non-refundable. A full refund will however be provided where OHM elects to cancel the Event or the Collaborator's participation in the Event (other than where the Collaborator has breached these Conditions). Any refund will be paid within 30 days in the same way that the Registration Fee was paid where appropriate, or any other method determined by OHM.

- 4.2. Without limiting any other term of these Conditions, OHM reserves the right to cancel the Collaborator's participation in the Event if the Reservation Fee is not paid.

## **5. Insurance and responsibility for persons**

- 5.1. Where the Collaborator is holding an event in person at the Collaborator's Site, at the time of the Event, it will hold adequate public liability insurance (with a minimum claims limit of \$20,000,000 or such other amount a reasonable and prudent property owner would consider appropriate), workers compensation insurance (or such other personal accident insurance if the Collaborator is not required by law to hold works compensation insurance). The Collaborator must provide OHM with a copy of the cover note demonstrating the currency and limits of the Collaborator's public liability insurance on request from OHM.
- 5.2. Where the Collaborator is holding a virtual event, it is responsible for holding any insurances that a reasonable and prudent person would hold in respect of the provision of such an event and at a minimum, holds cyber insurance with a claims limit of \$1,000,000.
- 5.3. Within the premises of the Collaborator Site, the Collaborator assumes full responsibility for all persons upon entry to the Collaborator Site/Event. The Collaborator must hold any other insurances that the Collaborator may consider appropriate, including professional indemnity insurance where the Collaborator is providing professional services to OHM.
- 5.4. OHM holds appropriate public liability insurance and will exercise, to the best of its ability, control over any participants (including, but not limited to, volunteers, employees and visitors) in the Event outside of the Collaborator Site/Event.

## **6. Cancellation**

- 6.1. If a Collaborator wishes to cancel its participation and/or withdraw a Collaborator Site at any time prior to the Event, the Collaborator must give written notice to OHM as soon as possible after making such decision, and in any event as soon as possible prior to the Event.
- 6.2. OHM reserves the right to postpone or cancel an Event or the participation of a Collaborator and/or a Collaborator Site at any time and for any reason, including where any Collaborator breaches the terms of these Conditions or the Collaborator Guide. OHM will use reasonable endeavours to provide the Collaborator with notice of such postponement or cancellation as soon as possible in advance of the Event.
- 6.3. The Collaborator acknowledges and agrees that in no event will OHM be liable for any loss, delay, damage or other liability by reason of OHM's cancellation or

postponement of any Event or OHM's cancellation or postponement of the participation of a Collaborator and/or a Collaborator Site in an Event.

## **7. OHM logo**

- 7.1. OHM may use, copy, edit, communicate to the public and publish any information, materials, logo or content provided by Collaborator to market each of the Event (including publicising the participation of the Collaborator and the Collaborator Site/Event if applicable), and the OHM program, at its sole discretion before or after the Event and the Collaborator warrants that this will not infringe any third-party rights (including, but not limited to, any intellectual property rights or moral rights) in any such information, materials, logo or photograph.
- 7.2. OHM is granted a worldwide, royalty-free, non-exclusive, sub-licensable, irrevocable licence to use and reproduce any such information, materials, logo or photograph provided by the Collaborator for the purposes of promoting or publicising the Event, or in connection with OHM's stated purpose.
- 7.3. If permitted by OHM to use the Open House Melbourne logo or name, the Collaborator will comply with all guidelines and directions of OHM regarding such use (as notified by OHM to the Collaborator in writing).

## **8. Liability**

- 8.1. Each Collaborator acknowledges and agrees that the Collaborator or Collaborator Site participation in an Event (including the participation of the Collaborator's staff and/or volunteers) will be at their own risk. To the fullest extent permitted by law, OHM will not be liable for any loss or damage incurred by the Collaborator, its staff or volunteers arising out of its participation in the Event.
- 8.2. The views expressed by any Collaborator at the Collaborator Site or the Event are its own. OHM will not be liable for the views, acts or omissions of any Collaborator at an Event.

## **9. General**

- 9.1. These Conditions constitute the entire agreement between the Parties and supersedes and extinguishes all previous agreements relating to its subject matter.
- 9.2. OHM reserves the right to amend these Conditions at any time.
- 9.3. If any of these Conditions are found to be void or unenforceable, that provision will be deemed to be deleted. The remaining provisions of the Conditions will continue in full force and effect.
- 9.4. These Conditions are governed by the laws of Victoria, Australia and in the event that the parties have a legal dispute, the Victorian courts will have non-exclusive jurisdiction.