

**HIGHPOINT BUSKING PROGRAM "TAKE THE STAGE"**  
**TERMS AND CONDITIONS**

**1. Definitions**

For the purposes of these conditions the following definitions apply:

**Applicant:** means the applicant/group named on the Highpoint Busking Program Application Form.

**Area:** means the specified area(s) within Highpoint approved by GPT for use pursuant to the Permit.

**GPT:** means GPT Funds Management Limited ABN 74 115 026 545, GPT Property Management Pty Ltd ABN 29 116 099 631 and/or its management personnel and officers located in the Highpoint Centre Management Office.

**Highpoint:** means Highpoint Shopping Centre.

**Permit:** means the grant of approval by GPT to use an Area, as per a Confirmation Form issued by GPT.

**Permit Holder:** means the Applicant who has been granted a Permit for a specified event.

**Scheduled Date:** means the date and time at which the Permit authorises the Permit Holder to carry on busking in an Area.

**2. Applications:**

Applications for the hire of either Level 1 Centre Court or Level 1 Outdoor Piazza at Highpoint for busking must be made on the Highpoint Busking Program Application Form available from the Highpoint Centre Management Office or downloadable from their website {[HYPERLINK "http://www.highpoint.com.au/"](http://www.highpoint.com.au/)}.

The grant of a Permit by GPT to use an Area for busking, is subject to compliance with the conditions contained in this document.

Permits will only be granted for times between 7:00pm and 8:30pm on Thursdays and Fridays, and between 2:00pm and 3:30pm on Saturdays and Sundays.

Permits will be granted for performances of duration of maximum 1.5 hours (unless otherwise agreed by GPT).

If Permit Holders wish to cancel their Scheduled Date, they must notify Highpoint Centre Management on 03 9319 3323 at least 7 days prior to the Scheduled Date.

**3. Bond:**

A bond (refundable deposit) may be required to cover certain buskers. Unless GPT directs otherwise, the bond must be paid prior to issue of a Permit. Upon completion of the event, should the Area hired by the Permit Holder not be in an acceptable condition (clear of all waste etc), GPT will deduct the necessary amount from the bond for the cost of making good any damage or rectifying the state of the Area. The Permit Holder must reimburse GPT for the cost of repair of any damage caused to any property within Highpoint during, or as a result of, the event.

**3. Permits:**

The form and content of the Permit is to be determined by GPT at its absolute discretion.

A Permit may be granted for busking in a specific Area.

A Permit is granted at the absolute discretion of GPT and GPT reserves the right to cancel a Permit at any time and for any reason before the Scheduled Date.

In addition to the conditions contained in this document (to the extent they are applicable), the following conditions apply to Permit Holders:

- Permit Holders must not interfere with pedestrian flow or public amenities or cause obstruction to traders or delivery vehicles, including by way of encouraging audience formation in such a manner as to cause interference.
- Permit Holders must comply with any directions issued by GPT and/or members of the NSW Police Force, ambulance officers, the fire department and other emergency services or other Statutory Authorities.
- GPT may ask a Permit Holder to cease their activities if they consider the event is causing undue public inconvenience or nuisance or is operating in breach of the permit conditions.
- A Permit Holder must notify GPT 7 days prior to the proposed date in which the Permit Holder seeks to use the Area, to enable the scheduling of the anticipated usages of various areas in Highpoint.
- GPT may refuse use of the Area by the Permit Holder if there is some organised event which renders the Area unavailable for the Permit Holder to use.
- A Permit Holder must comply with the terms of the Permit and this document.
- A Permit may be revoked before the Scheduled Date, during the performance or any other time by GPT for any reason including without limitation if:
  - Permit Holders are deemed by GPT's authorised officers to be causing a nuisance.
  - The Permit Holders' use of the Area poses a threat to public safety.
  - Permit Holders do not keep the Area clean and safe.
  - Permit Holders are found to be causing any undue obstruction to pedestrians or vehicular traffic and entrances to shops or buildings.
  - Permit holders are interfering in any way with another Permit Holder's event.
  - Permit Holders are selling or offering for sale any articles or commodity not previously approved by GPT.
  - Permit holders are using dangerous implements or materials such as including without limitation flammable materials and chemicals, fire, fireworks, smoke, flairs, heated elements or anything giving off a level of heat or toxicity that poses a threat or harm of damage to members of the public and public property; knives, spears, swords, spikes and sharp implements of any kind which pose a threat of harm to the general public.
  - Permit Holders use abusive, offensive or indecent language or signage or behave in an indecent or abusive manner.
  - the busking activity is deemed inappropriate by GPT.
  - the busking activity is not kept to the agreed sound level of 65db.
- Permits are not transferable.

#### **4. General Conditions**

A busker may solicit money by placing a receptacle on the ground for voluntary donations, but shall not ask members of the public for money nor approach them or sell them goods or services of any description.

Where the Permit Holder is a group, only the number of persons authorised in the Permit may carry on busking as the group at any one time at the same location.

Parental consent is required for a Permit to busk to be approved for a person under the age of 18 years.

A busker must not:

- Obstruct or hinder the passage of pedestrians or vehicles;
- Cause inconvenience, annoyance or obstruction to any person;
- Create any nuisance or unreasonable noise;
- Beg or gather alms;
- Operate closer than 6 metres from the door of a premises open for business;
- Create a threat to public safety;
- Affix any matter of thing, or mark or draw on any footway, paved area or floor;
- Encourage audience formation in such a manner so as to cause interference;
- Use abusive, offensive or indecent language or signage or behave in an indecent or abusive manner, or wear indecent costumes;
- Perform mimes, statues, pavement art, selling of art, creative acts or dance routines unless approved by GPT;
- Consume alcohol on the Area; and
- Mimic, upset or offend any member of the public by their behaviour or pressure any pedestrians or audience members into becoming a part of their performance against their will.
- Allow, at any time, the busking activity to exceed the agreed sound level of 65db.

A busker shall not wear or display on or about himself any advertising matter whether or not such matter is of a commercial nature. The promotion or advertising of any product or service is prohibited unless the Permit Holder is authorised in the Permit to sell CDs of their original music.

A busker must immediately cease or appropriately modify their act if at any time their performance is causing public inconvenience, or is likely to cause harm to the public or property.

GPT recommends that each busker obtains valid Public Liability Insurance cover for busking in Highpoint for no less than \$2 million.

Dangerous acts, including use of fire, saws, swords, spears, knives etc are prohibited.

The following activities are not considered to be busking under these conditions and as such will not be issued with a Permit: balloon sculptors, tarot card/palm/fortune readers, aerosol artists, face painters, masseurs, vendors of any kind, soliciting money for any purpose.

A Permit Holder must stay within the designated busking areas (Centre Court and the Level 1 Piazza) and is not permitted to roam these or any other areas during their booking.

#### **5. Temporary Structures:**

Permit Holders are not permitted to erect temporary structures without the prior approval of GPT. Any Temporary Structures must be erected in accordance with GPT's requirements.

#### **6. Waste Management:**

A Permit Holder is responsible for cleaning the Area in accordance with the relevant Environmental Protection Authority requirements and to the satisfaction of GPT.

If a waste management plan is provided to the Permit Holder, the Area should be reinstated in accordance with this waste management plan.

In the event that the Area is not clean at the conclusion of the event, GPT may employ its cleaners to rectify the Area at the Permit Holder's cost.

#### **7. Noise Management:**

No sound amplification of any kind is to be used in or around the Area including loud hailers or megaphones, without the prior approval of GPT. The sound level of amplifiers must be kept at or below 65db when measured for 1 minute at a distance of 3 metres from the source of sound. If directed by GPT, the Permit Holder must reduce sound levels.

Electric guitars and drum kits are not permitted.

The event must not give rise to offensive noise as defined under the *Protection of the Environment Operations Act 1997*.

Any generator or other equipment that is to be used must conform to the Department of Environment and Conservations Guidelines and not create a nuisance to the amenity of occupiers and customers of Highpoint.

Spruiking is not permissible.

#### **9. Power Supply and Electronic Appliances:**

GPT will supply power to the Level 1 Centre Court Area only.

Temporary cabling for an event shall be subject to the following conditions:

- Cables, lines, hoses and the like are to be held overhead clear of pedestrians and vehicles by catenary lines whenever possible.
- Where this cannot practicably be achieved, weatherproof cable trays that conform to Australian Standards must be used.
- Cable trays are designed and positioned to ensure that cables do not present an electrical or trip hazard

All electronic appliances must be tested and tagged by a professional electrician or the Highpoint Maintenance Team prior to the Scheduled Date. An approved tag must be attached during the performance. Permit Holders must contact 03 9319 3323 to book a time with the Highpoint Maintenance Team

#### **10. Air Quality:**

No gases, vapours, odours, dust or other impurities which are a nuisance or injurious or dangerous or prejudicial to health shall be emitted as part of any busking.

#### **11. Access and Circulation:**

Busking and any temporary structures must not impede pedestrian access and circulation to and in Highpoint.

#### **12. Signage:**

Event signage may be permitted within the Area subject to the Permit Holder obtaining the prior approval of GPT. All proposed signage associated with an event proposed should be submitted for prior approval. As a guide, signage will be limited to the following conditions:

- One (1) sign to be placed within busking area.
- Signage is not permitted to be affixed to staging or tenancies,
- Event signage is not permitted on event fencing, barricades and outdoor furniture, unless approved by GPT.

**13. Distribution of Flyers/Sale of CDs:**

Buskers are permitted to sell their own CDs during their busking period. The content of CDs must be the original music of the busker. The busker must have all relevant rights and licence to sell the CD.

Distribution of flyers/leaflets will only be allowed if a Permit allows it. No third-party advertising or ambush marketing is permitted.

The Permit Holder must maintain the cleanliness of the Area and implement steps to ensure against and rectify any littering caused by the flyers/leaflets or sale of CDs.

The form and content of the flyer/leaflet must be approval by GPT prior to its distribution.

**14. Commercial Filming/Photography (If applicable):**

A Permit must be obtained from GPT for any commercial filming or photography within Highpoint.

Any damage caused by a Permit Holder resulting from any filming or photography must be rectified by the Permit Holder at its cost.

The locations used for filming or photography must not restrict access to other members of the public.

Where the Highpoint building or lands are depicted in a film, video, photography or other medium, the Permit Holder shall not cause any display of images, words, acts or other material of a crude, offensive nature that is likely to embarrass or distress or in any way injure the reputation and standing of Highpoint or GPT, its employees, residents or any reasonable member of the public.

A Permit Holder undertaking filming or photography must comply with all other conditions in this document and any directions of GPT.