

# **RARE SPARES ROCKYNATS 04 CHARITY 29-31 March 2024**

## **TERMS AND CONDITIONS**

Rockhampton Regional Council (RRC) are seeking Expressions of Interest (EOI) from Charities to provide volunteer assistance at Rare Spares RockyNats 04 (the Event) in exchange for a donation. Volunteer assistance will include, but not be limited to, set up of the event, clean up and pack up of the event, bin replacement across the three precincts and meal delivery to select staff members. By applying to provide volunteer assistance at the Event, you agree to abide by and be bound by the following terms and conditions.

1. Charities apply with the understanding that there will be no more than one successful applicant (the Successful Applicant).
2. Charities acknowledge that this is an EOI and applying does not guarantee that a charity will be selected to provide volunteer assistance for the Event.
3. Charities must be registered under the Australian Charities and Not-for-profits Commission Register.
4. Charities acknowledge that RRC has absolute discretion when selecting the Successful Applicant.
5. RRC may, at their discretion, choose not to select a Successful Applicant.
6. RRC's decision is final, with no option for review.
7. In the event that RRC selects a charity to provide assistance, the Successful Applicant will be notified by Council and will be required to enter into a Charity Partnership Agreement within a reasonable time of receiving that notification.
8. Charities acknowledge that the Successful Applicant is required to make a commitment to recruit and assist with the co-ordination of at least 15 volunteers to assist at the Event from 18 March 2024 – 03 April 2024 as required and outlined in the Charity Partnership Agreement (Agreement).
9. Volunteers will assist with the outlined tasks and requirements for event operations.
10. Tasks and requirements are outlined for the Event at the sole discretion of RRC.
11. Charities acknowledge that the Successful Applicant is required to supply either uniform shirts, name badges or some other item for volunteers to wear identifying the charity. Volunteers are also required to wear closed in shoes for workplace health and safety requirements.
12. If the volunteers are unable to transport themselves between precincts at the Event, the Successful Applicant must be able to provide transport for the volunteers.
13. RRC will pay the donation amount outlined in the Agreement at the completion of the Event provided that all requirements outlined in the Agreement are met. Payment forms will be supplied upon notification of Successful Applicant.
14. Charities acknowledge that the Successful Applicant is obliged to use the funds they receive from the Event for the purpose for which the charity exists. If the Successful Applicant wishes to vary the purpose related to the funding they receive, express permission must be sought from RRC.
15. Charities acknowledge that the Successful Applicant is obliged to acknowledge the source of the funds. On capital purchases a plaque or engraving stating "Purchased with funds from Rockhampton Regional Council" is encouraged. For non-capital projects, accompanying literature and/or media coverage is to acknowledge the source of the funds

16. RRC reserves the right to cancel or postpone the Event (or part thereof) for any reason. Where the Event is cancelled or postponed by RRC prior to the commencement of the Event, RRC will not be liable to pay the agreed Donation amount. In the event that RRC cancels the Event after commencement of the Event, RRC will provide the Successful Applicant with a reasonable portion of the Donation for services provided by the Successful Applicant up to the date of cancellation. Where attendance at the Event is cancelled by the Successful Applicant, RRC will not be liable to reimburse any fees associated with the cancellation including costs incurred by the Successful Applicant associated with the Event.
17. Charities acknowledge that before the commencement of the Event the Successful Applicant must have public liability insurance for an amount not less than twenty million dollars (\$20,000,000). The insurance policy must cover the Successful Applicant's liability to RRC for loss of or damage to property and death or injury to any person. The Successful Applicant must maintain such insurance for the duration of the Event and produce evidence of insurance to RRC if requested.
18. Security is not guaranteed at Events and charities acknowledge that any items left on Site are left at the Successful Applicant's own risk.
19. RRC shall not be liable for loss or damage to personal items and/or equipment however caused.
20. Charities acknowledge that the Successful Applicant and their volunteers must comply with any reasonable direction by a RRC Officer with regard to safety, the movement and parking of vehicles and conduct while interacting with public and Event staff.
21. Charities acknowledge that the Successful Applicant must comply at all times with any additional Coronavirus COVID-19 requirements required by RRC, any Queensland Health Public Health Directions or any COVID Safe Industry Plans, Event Plans or Checklists for the Event.  
In particular, the Successful Applicant must comply with any reasonable directions given by RRC about:
  - a. The number of people allowed to be in areas; and
  - b. Cleaning and hygiene practices required to be carried out at the Event.