

SYDNEY GAY AND LESBIAN
MARDI GRAS



NSW Police Force
www.police.nsw.gov.au

**MEMORANDUM OF UNDERSTANDING
IN RELATION TO THE POLICING OF THE
SYDNEY GAY AND LESBIAN MARDI GRAS
FESTIVAL**

THIS MEMORANDUM OF UNDERSTANDING

which dated thisday of 2018, is made

BETWEEN

THE COMMISSIONER OF POLICE for and on behalf of the New South Wales Police Force of 1 Charles Street, Parramatta, NSW 2150 (**NSW Police**)

AND

SYDNEY GAY AND LESBIAN MARDI GRAS LIMITED (ACN 102 451 785) of Suite 6, 94 Oxford Street, Darlinghurst, NSW 2010 (the **SGLMG**)

(together referred to as the **Parties**).

BACKGROUND

- A. The NSW Police Force is established and has responsibilities pursuant to the *Police Act 1990* (NSW). The mission of the NSWPF is to have the police and the community working to establish a safer environment by reducing violence, crime and fear.
- B. The SGLMG and its predecessors have been producing the SGLMG Festival in various forms for over 40 years and the SGLMG Festival is recognised as one of the world's premier Lesbian, Gay, Bisexual, Transgender, Queer and Intersex (**LGBTQI**) festivals.
- C. The NSWPF is committed to the continuous improvement of our relationship with the LGBTQI community together with the provision of responsive customer service that aims to reduce violence, crime and gender or sexuality based harassment toward the LGBTQI community. The NSWPF is committed to providing efficient and professional policing services based upon mutual respect, understanding and recognition of LGBTQI Community needs.
- D. The SGLMG and the NSWPF have developed a strong partnership in staging the Sydney Gay and Lesbian Mardi Gras Parade. The parade has developed into a broader festival program comprising of a range of performing arts, visual arts, community, sporting and social events. The Festival is attended by thousands of local, interstate and international visitors annually.
- E. This MOU seeks to strengthen and develop the relationship between the SGLMG and the NSWPF and sets out how each Party will work together in the planning and policing of the SGLMG Festival.

The Parties have reached the following understandings**1. DEFINITIONS**

1.1 In this MOU words are defined as follows:

Decency Inspection means a visual inspection of those intending to take part in the Mardi Gras Parade so as to ensure that public decency is not offended, keeping in mind the history and nature of the Festival Event.

Drug Detection Dog means a NSWPF dog, trained to detect the presence of the odour of prohibited substances.

Fair Day means The Festival event Fair Day, being a community fair held at Victoria Park, Sydney.

LGBTQI means lesbian, gay, bisexual, transgender, queer and intersex.

Mardi Gras Parade means The Festival event known as the Mardi Gras Parade, the centrepiece of the Festival and consisting of a procession along Oxford Street, Flinders Street and Moore Park Road.

Mardi Gras After Party means The Festival event known as the Mardi Gras After Party held at the conclusion of the Mardi Gras Parade.

MOU means this Memorandum of Understanding and any Schedules.

NSWPF means the New South Wales Police Force.

Party or **Parties** means a party to this MOU, being the NSWPF and the SGLMG.

SGLMG means the organisation, Sydney Gay and Lesbian Mardi Gras Limited (ACN 102 451 785).

State Planning Unit (SPU) means the unit of the NSWPF of that name, which falls under the Police Transport & Public Safety Command.

The Festival and Festival Events means the Sydney Gay and Lesbian Mardi Gras Festival, consisting of three major events, Fair Day, Mardi Gras Parade and the Mardi Gras After Party.

2. TERM

- 2.1 This MOU takes effect from the date of execution and continues until it is superseded by a subsequent MOU, or a party gives 30 days' written notice of its termination to the other party.
- 2.2 Termination by notice should, whenever possible, only occur after prior consultation with the other party.

3. DESIRED OUTCOMES OF THIS MOU

- 3.1 The NSWPF and SGLMG seek to establish a safe environment at the Festival by consulting and working together to reduce violence, crime and fear. The NSWPF acknowledges that cooperation with the SGLMG will ensure that appropriate NSWPF resources are deployed to each Festival Event and maintain a consistent approach of the policing of those Events.
- 3.2 The NSWPF and SGLMG seek to facilitate an event that is safe, welcoming and at which the LGBTQI community feels safe. People should feel comfortable to invite their partners, friends and family (including, where appropriate, such as the Parade and Fair Day, children). The NSWPF and SGLMG seek to better educate the community so as they make better choices in relation to their experience at the Festival.

4. THE PARTIES' COMMITMENTS

Planning and Risk Management

- 4.1 The SPU will plan and coordinate the NSWPF's policing of the Festival.
- 4.2 During the planning of each of the Festival Events, the Parties will consult regarding the policing strategy.
- 4.3 The Parties acknowledge that due to major infrastructure projects being undertaking in the Sydney city and metropolitan area they may need to consult more frequently to accommodate the evolution of transport and road infrastructure projects

- 4.4 As part of the planning process and following consultation between the Parties a risk assessment will be undertaken by the NSWPF to determine what NSWPF resources will be deployed to each Festival Event.
- 4.5 Although the NSWPF will consult with the SGLMG as to the number and type of resources to be deployed, however the decision as to what policing resources will be deployed to Festival Events, rests with the Operation Commander.
- 4.6 The SGLMG will consult with the NSWPF as to the number and type of SGLMG organised resources for the Festival Event, such as the number of private security guards, marshals and first aid resources at each Festival Event.
- 4.7 During the Festival Events the SGLMG will, if necessary, communicate with the NSWPF as to any risks identified that have developed during the Festival Event so that the NSWPF can respond as appropriate in order to manage those risks.
- 4.8 During the Festival Events the NSWPF and SGLMG will communicate so as to effectively manage and respond to any risks that may develop during the course of the event.

Event Briefings

- 4.9 The NSWPF will conduct a briefing of all officers tasked to police Festival Events. Where appropriate this will include inviting a representative of the SGLMG to the briefing, who may provide a presentation to the briefing as to the policing of the Festival Event.
- 4.10 SGLMG will conduct a briefing for its staff and volunteers prior to the commencement of all Festival Events. Where appropriate this will include inviting a representative of the NSWPF to the briefing, who may provide a presentation to the briefing as to the policing of the Festival Event.
- 4.11 The NSWPF will work with the SGLMG to develop briefing material for the information of police working on the operation.

Debriefing and Reporting

- 4.12 At the conclusion of the Festival the NSWPF and SGLMG will meet to discuss any issues that may have arisen and consider whether a review and/or amendment may be required to this MOU.
- 4.13 The NSWPF will provide to the SGLMG information as to the number of people at the Festival who are arrested by police or who are detected as being in possession of prohibited drugs as a result of a Drug Detection Dog Operation. The NSWPF may provide information to the SGLMG about other law enforcement related matters at the Festival.
- 4.14 At the conclusion of the Festival the NSWPF will complete a post event debrief with the SGLMG.

Drug Detection Dog Operations

- 4.15 The NSWPF will undertake to consult with the SGLMG when deploying Drug Detection Dogs to Festival Events, noting that the NSWPF is bound by the provisions of the *Law Enforcement (Powers and Responsibilities) Act 2002* (NSW) as to the deployment of a Drug Detection Dog.
- 4.16 The NSWPF will work together with the SGLMG to educate the LGBTQI and general communities about the deployment of Drug Detection Dogs at Festival Events.

Decency Inspections

- 4.17 The NSWPF and the SGLMG will appoint a person to conduct a Decency Inspection prior to the commencement of the Mardi Gras Parade. The NSWPF will appoint a senior police officer as its representative.
- 4.18 Should a person not meet the requisite standard they will be given the opportunity to rectify the issue prior to the commencement of the event.
- 4.19 Prior to the commencement of the Mardi Gras Parade the NSWPF and the SGLMG will consult with one another as to the standards of decency for participants in the Mardi Gras Parade. The parties do not intend by including

that obligation to make any material change to the standards permitted however the standards must ultimately be governed by the law.

5. DISPUTE RESOLUTION

- 5.1 In the case that a dispute arises out of, or in relation to arrangements, understandings or protocols in this MoU, the parties will endeavour in good faith to resolve such matters promptly.
- 5.2 If any dispute referred to in clause 5,1 is not resolved after the best efforts of the Parties the matter should either be referred to the Event Commander and the Chief Executive Officer of SGLMG (or his or her appointee) who will meet at a mutually convenient time and place and attempt to resolve the dispute.

6. REVIEW AND AMENDMENTS

- 6.1 The Parties will review this MOU on an "as needs" basis, keeping in mind the Parties' ongoing general commitment to communicate and liaise with one another on issues affecting the LGBTQI community.
- 6.3 Any amendments to this MoU must be made in writing, agreed upon and signed on behalf of both Parties.
- 6.4 Unless otherwise agreed, an amendment will come into effect once it is signed by both Parties.

7. PRIVACY

- 7.1 The parties understand that in the absence of any overriding legislative authority they are required to comply with the relevant provisions of the *Privacy and Personal Information Protection Act 1998* (NSW) and any other applicable legislation governing the subject matter of this MoU.

8. RELATIONSHIP BETWEEN THE PARTIES

- 8.1 The Parties acknowledge that they do not intend this document to form any legal relationship or constitute a legally binding contractual agreement between the Parties, or to be the subject of any court, mediation, or arbitration proceedings.

8.2 The Parties expressly acknowledge that this MoU is not a substitute for any legislation and cannot override any provision in legislation that is inconsistent with this MoU.

9. REVOCATION OF 2016 MOU


9.1 The Parties acknowledge and agree that upon the signing of this MOU by both of the Parties, that the MOU signed by them on or around 22 January 2016 will cease to have any effect and that this MOU reflects their current understandings on this subject matter.

SIGNING PAGE

SIGNED on behalf of the **SYDNEY GAY AND LESBIAN MARDI GRAS LIMITED** (ACN 102 451 785)


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Terese Casu
Chief Executive Officer
Date: 25/2/18

In the presence of:


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[Witness signature]

SASHA WOODLEY
.....
[Print witness name]

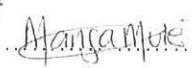
Date 26/2/18

SIGNED on behalf of the **NSW Police Force**
by Sally Webb, General Counsel, as the duly
authorised delegate of the Commissioner
of Police

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Date: 13 February 2018

In the presence of


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[Witness signature]

Marisa Mule
.....
[Print witness name]

Date 13 February 2018