**EVENT PERMIT TERMS AND CONDITIONS**

**General conditions**

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1. The Applicant will bear all costs associated with holding the Event.
2. The Event Permit will not be issued until all required fees and charges are paid in full.
3. The Event Permit will not be issued until Council, or its authorised delegate, deems the Event Permit application complete. The application will be deemed complete when the Applicant has:
	* Supplied the relevant application form and all required documentation by the dates requested, or by extended dates, where approved in writing by a Council authorised officer
	* obtained all required Council permits and notifications
	* obtained all required external permits and notifications
	* Met all outlined public safety requirements
	* Met all handover requirements.
4. The Event Permit is only valid for the date/s as stated on the Permit.
5. The Event Permit will be cancelled immediately should:
	* The Applicant or any representatives of the Applicant breach any of these terms and conditions
	* The Event be deemed unsafe or noncompliant with the permit conditions
	* Council identifies a misrepresentation in the Application
	* Significant adverse weather conditions be forecasted by the Bureau of Meteorology and the event is deemed unsafe by Council’s Emergency Management Team to proceed
	* If, in the opinion of an Authorised Officer, any condition of the permit is being breached.
6. It is the responsibility of the Applicant to comply with all applicable Federal, State and local laws and all other legal requirements and conditions relevant to the operation of the Event and to ensure that employees, agents and other persons associated with the event also comply including, but not limited to:
	* Temporary Food Premises
	* Road Closures
	* Memorandum of Authorisation (MOA) to alter traffic conditions
	* Place of Public Entertainment (POPE)
	* Temporary event signage approval
	* Fundraising
	* Liquor Licence
	* Fireworks
	* Environment Protection (including light and noise pollution)
	* Waste/Litter
7. The Applicant and any representatives occupy and use the Event Site at their own risk.
8. The Applicant is at all times responsible for ensuring:
	* The good order, conduct and behaviour of those persons attending the event
	* All safety risks to event participants and other public space users are minimised.
	* Any property, facilities, assets or equipment owned and/or managed by the City of Whittlesea is kept clean and in good working order

**Cancellations**

1. Once an Event Permit application has been received and processed, cancellations by the Applicant must be lodged in writing at least two weeks prior to the scheduled event date.
	* Cancellations may result in the permit bond and key deposit being retained by Council.
	* Should the Event be misrepresented, or conditions of the Event Permit be breached, Council may revoke the Event Permit and cancel the Event.
	* A breach may also impact approval of future event applications

**Liability**

1. A Public Liability Insurance Policy with cover of $20 million for any one insurable event must be obtained by the organisers of the Event which remains in place for the entire duration of the Event, including bump in, event presentation and bump out. A copy of the Certificate of Currency must be provided to Council prior to the event date.
2. The Applicant indemnifies Council against liability for any accidents, loss, damage, expense or injury to participants, property or third parties.
3. On the next business day following the Event period, the Applicant must notify Council of any:
	* reportable incidents under the Occupational Health and Safety Act 2004
	* public safety incidents that required the attendance of Emergency Services (eg Victoria Police, Ambulance Victoria, Fire Rescue Victoria or Country Fire Authority)
	* incident relating to child safety.

Failure to notify Council may jeopardise future event permit applications.

1. The Applicant is responsible for checking that all Event related contractors have:
	* Current, adequate and up to date public liability insurance to the value of $20 m for any one event
	* Prepared and supplied Job Safety Analysis’ (JSA)/Safe Work Method Statement (SWMS) and Risk Assessments as required for the duties they are undertaking
	* Working with Children Checks (if applicable)
	* Any other relevant or required competencies.

**Use of public space and access**

1. The general public maintains the right of access to any portion of the event site. Areas cannot be roped or cordoned off unless agreement has been given by Council in writing.
2. Only the equipment and other structures shown in the approved and final Site Plan submitted to Council are to be erected at the event site unless written approval has been obtained from Council.
3. If requested, the Applicant must undertake a site handover and hand-back in accordance with Council process. The Applicant will be liable for any damage done to the site when handed back.
4. The reinstatement of the event area to Council is the responsibility of the Applicant. If the Applicant fails to comply with this condition, Council may carry out the necessary works to repair any damage incurred during/in relation to the Event and the Applicant will be liable to indemnify the Council for all expenses incurred in carrying out such works.
5. The cost of any damage, repairs or restoration of the event site referred to in clauses 16 and 17 above shall be payable on demand by the Applicant.
6. Access to the Event site must be maintained for emergency vehicles and/or owners/tenants of properties requiring access. A minimum of 3 metres must be maintained for Emergency Egress and a minimum of 1.8 metres on pathways for general pedestrian access and special needs access.
7. Council reserves the right to charge a refundable bond which will be used to reimburse Council for the cost of any restoration or repairs required as a result of the Event and/or its associated activities. Council also reserves the right to charge a refundable bond for the provision of site keys. If cost remediation exceeds the amount of the bond paid, additional costs will be passed onto the event organisers.

**Waste management**

1. The Applicant is responsible for removing all rubbish resulting from the Event presentation and will incur any costs associated with waste removal.

**Event services**

1. All electrical equipment must comply with relevant Work Safe Codes of Practice. All extensions and electrical cords must be protected to ensure that pedestrians and vehicles cannot come into contact with them.
2. The Applicant is responsible for ensuring adequate toilets are available for participants. If existing public toilets are not adequate, the Applicant must make arrangements to hire portable toilets appropriate to the number of people expected in be in attendance.
3. Events must ensure that noise must not exceed 65 dbA at the closest residential premises to the event site and that operating times must be between 10am – 10pm Sunday to Thursday and or 10am – 11pm Friday and Saturday. Exemptions to these requirements must be requested from the Environment Protection Agency via their website.

**Traffic and crowd management**

1. The entry of motor vehicles into the Event area is prohibited unless permitted by Council.
2. Where vehicle access has been permitted, all vehicles must remain on designated pathways or within traffic control mechanisms and be driven at a maximum speed of 10km per hour with hazard lights activated and marshalled by safety wardens in high-visibility vests.
3. Vehicles must only be parked in designated car parking areas.
4. If specified as a requirement by Council, the Applicant must arrange for security guards, Accredited Traffic Controller(s), suitably qualified Event Safety Officer(s) or an event production company to assist with traffic and crowd management at the Event.
5. Events that require a Traffic Management Plan (TMP) or changes to road traffic conditions will be issued with additional specific terms and conditions that relate to their TMP.

**Alcohol management**

1. The Applicant must ensure that no alcohol is distributed or sold inside the approved Event area unless a valid Event permit or liquor license can be produced and the sale of alcohol has been permitted by Council.
2. The Applicant must ensure that no alcohol is consumed at the event without written approval of Council.
3. Approval to consume, provide or sell alcohol is conditional on the number of toilets at the event site.

**Resident and stakeholder notification**

1. The Applicant is responsible for notifying relevant Emergency Services authorities of the Event, including but not limited to:
* Victoria Police
* Fire Rescue Victoria or Country Fire Authority
* Ambulance Victoria
* Affected Public Transport authorities
1. Relevant public transport authorities and transport providers which may be affected are to be notified of the Event and where necessary, approval/consent must be received from those authorities (VicRoads and Public Transport Victoria).
2. The Applicant must give written notification to residents and businesses within a 500 metre radius of the Event area if directed by Council, depending on the impact of the event, however no later than 14 days prior to the date of the Event.

**Signage and decorations**

1. Any decorations or signs used to direct pedestrians must not be fixed to trees.
2. Signage must not be placed outside the designated Event area.
3. All signage must comply with local law requirements.

**Definitions**

For the purposes of these Terms and Conditions the following terms are referred to in the follow ways:

**(the) Applicant:** The Applicant (who will most likely also be the Event Organiser) is responsible for the overall management of the event and will be the key contact for the Council Event Officer. The role and responsibilities of an Event Organiser include troubleshooting, logistical operations, delivery and liaison. The Applicant must be contactable throughout the event planning, staging and evaluation process. References may be requested to prove the relevant experience of the Applicant (and Safety Officer – qualifications) of large scale events.

**(the) Permit:** A Council issued permit is required for all events, in any public spaces within the City of Whittlesea.

**(the) Event:** An ‘Event’ is the extraordinary and temporary organised activity where people gather. Permitted Events include but are not limited to festivals, cultural celebrations, large birthday gatherings, casual sporting events, wedding ceremonies, markets and expos.

**Council Land:** means any land, including reserves or roads and buildings that are owned, leased, managed, occupied, or vested in or under the control of Council or that it has a duty to maintain.

**Public Place:** hasthe same meaning as section 3 of the Summary Offences Act 1966, which includes any public highway, road, street, bridge, footway, footpath, court, alley, passage, or thoroughfare.

**Public Space:** The road, reserve or open space Council has issued an event permit for.

**Assets:** Any property, facility or equipment owned and/or managed by the City of Whittlesea

**Site Handover:** This refers to a process where a Council Officer will meet the Applicant to hand over a safe and clean site before the event date, and then meet again after the event to receive the site back in the same safe and clean state that it was received.

**Security and key deposits:** A permit bond or key deposit may be requested to cover any damage that may be caused to Council’s site and assets as a result of staging the Event or loss of keys. At the conclusion of the event the permit bond and key deposit will be returned to the Applicant if the site and assets are not left in a satisfactory condition.