

# 2019/2020 Event Application Terms and Conditions

## Terms and Conditions

1. The event organiser must hold Public Liability insurance coverage for the planned activities in the amount of \$20mill.
2. The event organiser must agree to the 'Duty of Care' provisions as outlined in the Event Application Form and take all reasonable measures necessary to meet its duties of care.
3. The event organiser agrees that it will be responsible for any damage to council property caused as a result of the event.
4. The event organiser agrees to indemnify and keep indemnified the council, its servants and agents ('the council'), and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, in connection with the event. The event organiser's liability to indemnify the Council shall be reduced proportionally to the extent that any negligent or unlawful act or omission of the Council, contributed to the loss or liability.
5. Council may cancel bookings at short notice due to inclement weather or ground conditions.
6. Rubbish must be removed and the park should be in a neat and tidy condition at the completion of use. If Council needs to remove any rubbish left behind, event organiser will be charged accordingly, and an invoice will be issued for payment.
7. The event organiser agrees to comply to the Greater Dandenong Plastic Use Policy for its event/s.
8. The event organiser agrees to pay for any required service to return the ground to its pre-use standard.
9. Facilities in the park/reserve are for public use and must be shared (i.e. barbeques, shelters etc).
10. Marquees, rides, etc. are not to be erected on the reserve due to possible damage to the water reticulation and other underground services other than with prior approval.
11. Vehicles are not permitted on council reserves without prior approval.
12. No nuisance or annoyance shall be caused to persons on neighbouring properties by any activities associated with the event.
13. Fees/bond (if applicable). Failure to pay the appropriate fee for this event will result in the booking not being accepted.
14. A Council Inspecting Officer will visit the site after the event has occurred to inspect the state of the property. If the property is not deemed to be in the same condition it was prior to the event, Council may withhold some or all of the bond, or if necessary, charge the event organisers for the cost of reinstating the site to its original condition.

## Declaration

By submitting an Event Application Form to Council, you declare and agree to the following:

1. I declare that I am authorised to act on behalf of the responsible organisation noted in the event application.
2. I have read and understand the Duty of Care of Event Organisers as detailed in the Event Application Form Part A and will seek to ensure I, the Responsible Organisation and other parties responsible for this event comply with their Duty of Care.
3. I understand that I am responsible for ensuring the safety of the people at the event in question and the general community that will be affected by this event.
4. If I do not understand any of the requests for information or my obligations and responsibilities in delivering a public event, I will seek assistance from a qualified consultant prior to commencing the event.
5. I agree to follow any lawful direction or instruction given by an authorised officer of the Council in relation to the conduct of this event, and will instruct all event staff, performers and other participants to do the same.
6. I acknowledge that planning and responses should not be limited to the fields provided in this or other Council form and that the onus is on myself to prepare for all possible contingencies, and for keeping the appropriate parties informed.
7. I have not withheld any pertinent information affecting the outcome of this application or the staging of the event. I will keep the appropriate officers of the City of Greater Dandenong informed of any changes or developments to the event details.
8. I have read and understand the 2019/2020 Terms and Conditions and agree to comply with all conditions set therein and any special conditions which may be listed on the event permit, once issued.