

TERMS AND CONDITIONS

Public Events in Hobsons Bay

The following terms and conditions relate to the application for an events permit and use of Hobsons Bay City Council managed land for events. These terms and conditions are subject to change, and the most recently published version at the time of your event will apply.

1. EVENT PERMIT APPLICATIONS

An application to hold a public event in the City of Hobsons Bay (hereafter 'Council') must be lodged via an Expression of Interest form. Council reserves the right to impose conditions or decline any event proposed for a public domain. Granting of an event permit should not be assumed, and no commitments be made to prospective event participants or suppliers until after such notification is received.

2. EVENT PERMIT FEES (Valid 1 July 2020 to 30 June 2021)

Activity	Fee
Event Permit – Level One	\$165
Event Permit – Level Two	\$312
Event Permit – Level Three	\$600
Bond - if required	\$500 to \$3000

These fees are for the assessment of an application. Definitions of the Event Levels can be found in the Council Event Planning Guides.

For Level One events, payment is required two weeks prior to the event. For Level Two and Three events, payment is required one month prior to the event. Additional fees may apply for waste, cleaning services and other services provided by Council if required or requested. Fees may also apply for remediation works in the event of damage to the Reserve. Fees for events showing considerable community benefit may be reduced or waived.

3. CANCELLATION OF AN EVENT

Cancellation by the event organiser:

Cancellations by the event organiser and requests for refunds are only accepted in writing. The following conditions apply:

- Cancellations received more than 15 days from the event start date are eligible for a 75% refund of the event permit fee.
- Cancellations received less than 14 days from the event start date are ineligible for a refund.
- Refunds are not available to event day cancellations due to incidents or acts of nature and/ or bad weather. The possibility of inclement weather needs to be taken into account.

Cancellation by the Council:

Council reserves the right to cancel or amend the booking arrangements without notice should an emergency occur such as a natural disaster or other emergency or crisis response that may impact the safety, wellbeing and functioning of the members of public, event organisers and staff. Community consequence is a priority in making these decisions.

Where the event amendment or cancellation occurs for reasons beyond Council's control, Council will not be liable for any loss, damage or injury suffered by the hirer as a result of the facility being unavailable. All permit fees will be fully refunded.

4. BOND

A bond may apply to a booking for events held on Council property. Bonds will be applied to all events which include carnival rides or amusements. The bond is security for any damage to Council property, and/ or breach of Terms and Conditions, and the amount based on the potential impact of the event. The cost of extra cleaning or repair to the venue as a result of the event will be deducted from the bond. The event organiser is liable for any costs exceeding the bond. Provided that there is no breach to these Terms and Conditions, the bond will be refunded.



5. CLEANING & WASTE

The event organiser is responsible for ensuring that waste and litter are removed from the event venue and for arranging the provision of bins and cleaning services. If you wish Council to provide additional waste and cleaning services please contact the Events Unit. The cost of removing excess waste or litter will be met by the event organiser and/ or may result in forfeiture of bond monies.

6. AVAILABILITY OF RESERVE/ RESERVE CONDITION

Council makes every attempt to ensure its reserves are maintained to a satisfactory level. If the reserve is deemed unfit for use (e.g. due to drought conditions/ water restrictions, overuse) and/or safety hazards impede safe use, a booking may be cancelled. Council will endeavour to give the event organiser as much notice as possible, and an alternative venue will be offered where possible.

The event organiser is responsible for thoroughly inspecting the reserve before use. The ground should be checked for debris, holes and general condition.

The general public maintains the right of access to any portion of the reserve.

7. SITE INSPECTION

A pre-event and post-event site inspection with Parks staff may take place, depending on the potential impact of the event. You will be given the opportunity to attend these inspections.

8. PUBLIC LIABILITY INSURANCE

Public Liability cover for a minimum of \$10 million is compulsory when using a Council venue for an event. A certificate of currency from a Broker/ Underwriter for a minimum sum of \$10 million, with details of any exclusions under the policy is required. Depending on the nature of your event, cover of \$20 million may be requested.

All accidents and/ or incidents, which may result in a claim being made under the insurance policy, must be reported to Hobsons Bay City Council within two days of the incident.

9. MARQUEES, AMUSEMENTS, TEMPORARY STRUCTURES

Marquees, amusements and other temporary structures are permitted in some reserves. Structures must be weighted in accordance with manufacturers' specifications. Positioning of marquees, rides, inflatables or other structures must be agreed in advance of your event with representatives of the Parks Department. A site meeting may be required to agree locations and the site may be marked out with paint. Repair costs resulting from damage to the reserve or irrigation systems will be deducted from the bond.

10. PERFORMING RIGHTS

In the case of a dramatic or other performance or a concert, the event organiser is responsible for gaining all rights associated with the event. It is illegal to produce, or perform, or permit to be produced or performed any dramatic or musical work in infringement of the copyright, or performing right of any owner of such rights. The event organiser hereby indemnifies Council against any claim for breach of copyright.

11. GOOD ORDER, SECURITY

Council reserves the right to or terminate the function due to any breach or condition of hire and/ or misconduct by patrons. The event organiser must carry out any direction issued by the Park Ranger or other authorised Council officer.

Council reserves the right to request security for an event at the event organisers cost.

12. EVENT NOTIFICATION

The event organiser is responsible for notifying all relevant emergency services of the event.

The event organiser may be required to notify other key stakeholders impacted by the event, including but not limited to, businesses and residents. Council will provide advice on notification requirements during the application process.

13. SUBJECT OF ENTERTAINMENT

Authorised Council Officers may require the event organiser to submit for approval the subject and program for the intended use or activities prior to the use of a Council venue for an event.

The event organiser will not knowingly infringe any copyright and Council reserves the right to prohibit any activity or performance which is objectionable, dangerous, contrary to the law or which infringes copyright.

14. OBSERVANCE OF LAWS

The event organiser will conform to the requirements of relevant Acts, including The Child Wellbeing and Safety Act (2005) (Vic), The Public Health and Wellbeing Act (2008), Local Government Act (1993), Liquor Control Act (1998), and all relevant Local Laws or Regulations made there under, and will be liable for any breach of any such Acts, Local Laws, Rules or Regulations.

All other statutory rules, provisions and regulations of the Commonwealth of Australia or State of Victoria for the time being in force must be complied with by the event organiser and the notices given to the proper offices.

15. RIGHT OF ENTRY

Council authorised staff may enter and inspect the event venue or any part of it at any time. The event organiser must not obstruct them or any member of the police force, fire brigade, ambulance or any other emergency services.

Council reserves the right to conduct site visits while events are in progress and will take due consideration to minimise impact on the event organiser.

16. INDEMNITY

The event organiser agrees to indemnify and to keep indemnified the Council, its servants and agents 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, arising out of or in any way related to the granting of a Permit and be directly related to the negligent acts, errors or omission of the event organiser. The event organiser's liability to indemnify the Council shall be reduced proportionally to the extent that any act or omission of the Council, contributed to the loss or liability. The event organiser also agrees to hold harmless the Council, its servants and agents, and each of them from all claims resulting from damage, loss, death or injury whatsoever which may otherwise be brought or made or claimed by the event organiser against the Council, except to the extent that the Principal is negligent.