

## EVENT PERMIT

### General Conditions

1. The Event Organiser must familiarise themselves and ensure adherence to all Terms and Conditions outlined within the Event Permit.
2. The Event Permit will not be issued until all required fees and charges are paid (if applicable).
3. The information provided during the Event Permit process is considered final and cannot change unless you have notified the Shire as appropriate.
4. The Shire reserves the right to decline any Event Application as necessary and may consider the proposed geographical location, event date(s) or a number of other factors when making such a determination.
5. A copy of the Event Permit must be present on the day of the Event and produced upon request.
6. The General Purposes Local Law 2012 must be adhered to at all times, along with the Terms and Conditions outlined within the Event Permit and all other applicable laws.
7. A breach of any of the conditions of this Event Permit may result with enforcement action being taken against the Event Organiser and/or the organisation responsible for the Event. This action may include the issuing of fines to each interested party and the cancellation of the Event Permit.
8. Any enforcement action that is required in relation to this Event Permit may affect future applications lodged by the Event Organiser with the Mornington Peninsula Shire.
9. It is the responsibility of the Event Organiser to comply with all other legal requirements relevant to the operation of the Event and to ensure that employees, agents and other persons associated with the Event also comply.
10. The Event Organiser must ensure that they have the appropriate permissions or permits as required from any additional key stakeholders as relevant to their Event. This may include, but is not limited to, permissions from Parks Victoria, Department of Transport and the Department of Environment, Land, Water and Planning (DELWP).
11. The Event Organiser, the body it represents or any of the Event Organiser's contractors or agents occupy and use the Event Site at their own risk. The Event Organiser indemnifies and releases the Shire, its officers, servants and agents, from all liability arising from the use of the Event Site. The Shire is not liable for any claims for loss or damage sustained or incurred to any person or property.
12. The Event Permit is only valid for the dates listed and is not transferable.
13. Refunds will not be given if the Event does not proceed due to acts of nature, bad weather or government restrictions. The possibility of inclement weather needs to be taken into account. The Shire does not provide wet weather alternative arrangements.
14. The Shire has the right to revoke an Event Permit if significant adverse weather conditions are forecasted and the event is deemed unsafe to proceed, including Total Fire Ban (TFB) days.

### Insurance & Liability

1. The Event Organiser is required to effect and maintain public liability insurance to the value of \$20 million dollars in respect to any one event or occurrence and must list 'Mornington Peninsula Shire Council' as an interested party.
2. The Event Organiser must provide a Certificate of Currency to the Shire before the commencement of the Event.
3. The Event Organiser will indemnify and keep indemnified the Shire, its Councillors and employees, against any liability including but not limited to loss relating to personal property damage, personal injury or death, arising out of or in connection with:
  - (a) any breach by the Event Organiser or its personnel of these terms and conditions;
  - (b) any negligent, reckless or intentional act or omission of the Event Organiser or its Personnel; and

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(c) the:

- i. damage to or loss or destruction of any property of the Shire or any third party; or
  - ii. personal injury, illness or death to any person, arising out of or in connection with the Event.
- (d) any breach of Law by the Event Organiser or its Personnel; and
- (e) any Claim, arising out of or in connection with the Event, regarding the infringement or alleged infringement of intellectual property rights of any person.
- (f) It is not necessary for the Shire to incur expense or make payment before enforcing a right of indemnity conferred by these terms and conditions.
4. The Event Organiser is responsible for ensuring all engaged suppliers and contractors involved with the Event have current, adequate and up to date public liability insurance.

## Risk Management

1. Event Organisers have a duty of care under the Victorian Occupational Health and Safety Act 2004 (the OHS Act) to provide a safe operational environment. Under this legislation, Event Organisers must ensure so far as reasonably practicable that people are not exposed to risks arising from the Event or associated activities, and are responsible for ensuring the good order, conduct and behaviour of all those attending the Event.
2. The Event Organiser must comply with all OH&S laws and applicable Australian Standards.
3. Risk and Emergency Management Plans are required to ensure hazards are minimized at the Event. These plans must be adhered to at all times.
4. The Event Organiser is responsible for security and patrons during the Event. The Event Organiser must allow authorised council officers access into any area of the Event Site at any time for the purpose of compliance inspections.
5. It is the responsibility of the Event Organiser to comply with all laws, including local laws, and all other legal requirements relevant to the operation of the Event and to ensure that employees, agents and other persons associated with the Event also comply.

## Using Shire Owned or Managed Land

1. In accordance with the Events Policy 2019, the Shire may determine that Events at certain geographical locations are not permitted.
2. Events are not permitted to take place on all sporting grounds within the Shire (some exceptions may apply at the Shire's discretion).
3. Events on New Year's Eve are not permitted on Shire owned or managed land.
4. Shire parks and reserves, bushland, foreshores, infrastructure and other public places must remain accessible to the public at all times.
5. The Event Site should not be fenced or cordoned off, unless agreed to by the Shire. A POPE permit may be required at the sole discretion of the Municipal Building Surveyor.
6. The Event Organiser acknowledges that the Mornington Peninsula Shire reserves the right from time to time to carry out, by or on its behalf, certain construction and installation works on the Shire owned or managed land.
7. The Event Organiser acknowledges that the construction and installation works may interfere, interrupt and affect the Event organiser's use of the Shire owned or managed land.
8. 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 1.5 metres on pathways for general pedestrian access and special needs access.
9. No printed signs, literature, posters, handbills or similar are to be displayed or affixed on or over roads or on poles, trees or fences within the Mornington Peninsula Shire, before or during your Event.
10. Lighting of fires is not permitted (except where approval has been issued). A Permit to Burn will be required <https://www.mornpen.vic.gov.au/files/assets/public/new-website-documents/your-property/fire-amp-emergency/your-land/docs/application-for-a-permit-to-burn-control-copy.doc>

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11. Event Organisers must comply with signs or notices erected in the vicinity of the approved Event Site.
12. Tree pruning and or trench digging is not permitted in any reserve/public land at any time.
13. All infrastructure must be placed at least 3 metres away from the base of and meet all specific tree protection restrictions required of the site.
14. Waste water, sewage or any other liquid waste cannot be disposed of on turf, garden beds, storm water drains or any Shire asset.
15. The entry of vehicles onto the Event Site is generally prohibited. Limited vehicle access may be approved for drop off and pick up of equipment. Vehicle access permission must be obtained from the Shire.
16. Where vehicle access has been permitted, all vehicles must remain on designated pathways and be driven at a maximum speed of 10km per hour with hazard lights activated, marshalled by safety wardens in high-visibility vests.
17. Vehicles must only be parked in designated car parking areas (unless otherwise authorised by Shire).
18. Any damage to the Event Site(s) will be the responsibility of the Event Organiser. The site should be returned to the Shire in the same condition in which it was handed over prior to Event Bump In.
19. The Shire may carry out the necessary works to repair any damage incurred during/in relation to the Event at the Event Organiser's cost.
20. Fixed site gates are to remain locked, using the Shire's approved locks, once bump in has been completed.
21. The Event Organiser must obtain approval(s) from the relevant internal and external stakeholders if they wish to shoot fireworks from Shire owned or managed land. This includes submitting a 'Notification of intention to discharge fireworks' to WorkSafe at least 7 days before the Event. Further approval may be required from Parks Victoria if the proposed activity will occur on a pier or over water.
22. The Event Organiser must comply with all reasonable requests or directions given by any Shire representative or member of Emergency Services.

## **Traffic Management (if applicable)**

1. The Event Organiser must adhere to the conditions outlined in the approved Shire Traffic Management Plan Memorandum of Authorisation.
2. Traffic must be managed and implemented according to the approved Traffic Management Plan.
3. Parking during the Event is the responsibility of the Event Organiser.
4. If specified as a requirement by the Shire, the Event Organiser must arrange for Security guards, Accredited Traffic Controller(s) or suitably qualified Event Safety Officer(s) to assist with event management.
5. Any VMS boards required as part of the Traffic Management Plan should only be used for key traffic messaging, not general event advertising.

## **Infrastructure and Logistics**

1. Only the equipment and other structures shown in the approved and final Site Plan submitted are to be erected at the Event Site.
2. All marquees/structures must be secured with sand or concrete weights. The use of pegs and/or star pickets is prohibited on all grounds.
3. Equipment or infrastructure must not be attached, tethered or pegged to trees or assets.
4. Event Organisers are responsible for providing security for any structure or equipment erected within the Event Site outside of the Event hours. The Shire does not take responsibility for any structure or equipment placed in the Event Site.
5. All electrical equipment must comply with relevant Work Safe Codes of Practice.
6. Generators must be placed on protective matting to prevent burning of turfed areas.
7. All cords should be securely covered and protected to avoid trip hazards throughout the Event Site including back of house areas
8. Toilets must be provided or hired if public park toilets are not available or adequate for the number of patrons

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expected.

9. While this permit allows access to the Site, POPE and Siting Approval requirements, if applicable, must be satisfied before the Event is open to the public.

10. All POPE and Siting Approval conditions as required by the Shire Statutory Building Unit are to be complied with.

11. All POPE and Siting Approvals are to be displayed in a prominent location on-site i.e. the entry marquee or similar.

## Food and Alcohol

1. The Event Permit is subject to appropriate approvals from the Shire's Environmental Health team in regards to the serving and selling of food and drink.

2. The Event Organiser must ensure all food providers have a current Food Act registration from their registering Council and that all requirements under the Food Act 1984 will be complied with. Please direct food vendors to Mornington Peninsula Shires Temporary Food Safety Guidelines via [FoodTrader and Temporary Food Permits - Mornington Peninsula Shire \(mornpen.vic.gov.au\)](https://www.mornpen.vic.gov.au). Further important information can also be found there.

3. All food/drink vendors must also be registered on Streatrader the online temporary food permit system and lodge a Statement of Trade at least 5 days prior to the Event. Event Organisers must ensure this happens. Vendors can register and lodge paperwork as appropriate at [Homepage - FoodTrader](#)

4. Event Organisers are responsible for ensuring a safe operational environment at their Event and should refer to 'The Code of Practice for the safe use of LP Gas' at public events in Victoria for further information, [ESV CodeOfPractice LPGasAtPublicEvents Oct2020 web.pdf](#) Organisers should also visit [Welcome to CFA | CFA \(Country Fire Authority\)](#) for further guidance regarding equipment use.

5. The Event Organiser must ensure that no alcohol is distributed or sold inside the approved Event Site unless a valid liquor license can be produced and the sale of alcohol has been agreed to by Council.

6. A valid VLC [Liquor | vic.gov.au \(www.vic.gov.au\)](https://www.vic.gov.au) liquor licence must be obtained and a copy provided to the Shire prior to the Event, if applicable. A Consumption of Liquor permit from the Shire is also required. Both permits should be on display at the Event and all conditions adhered to.

## Waste Management and Cleansing

1. A comprehensive Waste Management Plan is a condition of your Event Permit. Event Organisers must have an equal number of general waste bins and recycling bins and cannot rely on the existing waste infrastructure in the area. All Event bins should be clearly labelled, as appropriate.

2. All Event Organisers must comply with Council's Single-use plastic policy, meaning:

(a) Single-use plastic bags are not to be distributed during events;

(b) Single-use plastic straws must not be used;

(c) Balloons, confetti and/or glitter are not to be used at any events;

(d) Styrofoam/polystyrene must not be used;

(e) All cutlery, crockery and takeaway containers must be made from natural sources (e.g. recycled paper, sugarcane or bamboo etc.);

(f) No single serve condiments will be distributed;

(g) Reusable coffee cups will be preferred;

(h) Event patrons must be provided with the ability to refill their water bottles.

3. The roaming distribution of flyers is not permitted at any Event Sites under any circumstances, unless prior approval has been granted by the Shire.

4. It is the Event Organiser's sole responsibility to ensure that all waste is removed from the Event Site and is correctly disposed of at the conclusion of the Event. The Event Site should be left in a clean and tidy condition. If the Event Organiser fails to comply with this condition, the Shire may carry out the necessary works, at the Event Organisers cost and the Event Organiser indemnifies and agrees to reimburse the Shire for all expenses incurred in carrying out such works.

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## Noise Management

1. Music/noise emanating from the Event must not exceed noise limits set out in 'State Environment Protection Policy (Control of Music Noise from Public Premises) No. N-2'. [Summary of noise regulations | Environment Protection Authority Victoria \(epa.vic.gov.au\)](#)

2. Organisers must develop a noise management plan and meet the minimum noise requirements for an outdoor music venue in accordance with [Permit guidelines for outdoor entertainment venues and events | Environment Protection Authority Victoria \(epa.vic.gov.au\)](#)

## Child Safety

1. The Event Organiser warrants that it will comply with all applicable obligations pursuant to the *Child Wellbeing and Safety Act 2015* (Vic) (which includes the Child Safe Standards).

## Notifications

1. The Event Organiser must provide written notification regarding the Event details to the following key stakeholders, as consultation and input may be required for some events:

- a. The local Chamber of Commerce – At least three months prior to the Event;
- b. Emergency Services (Police, Ambulance Victoria, CFA) – At least one month prior to the Event;
- c. Public Transport (if applicable) – At least one month prior to the Event;
- d. Residents and businesses in the vicinity of the Event Site - At least one month prior to the Event.

2. The written notification to all stakeholders should include;

- a. the name, date and location of your Event (including bump-in and bump-out times);
- b. the purpose of the Event;
- c. the expected number of participants;
- d. activities being conducted as part of the Event;
- e. what the likely disruptions will be, with respect to noise, transport, road closures; and
- f. a contact number for further information, complaints or queries