

WEDDING PERMIT Terms and Conditions

General Conditions

1. The Permit Holder must familiarise themselves and ensure adherence to all Terms and Conditions outlined within the Wedding Permit.
2. The Wedding Permit will not be issued until all required fees and charges are paid.
3. The information provided during the permitting process is considered final and cannot change unless you have notified the Shire as appropriate.
4. The Permit Holder acknowledges that the Crown Land (Reserves) Act 1978 does not allow for exclusive use of the site or for the area to be physically cordoned off from the public.
5. The Shire reserves the right to decline any Wedding Application as necessary and may consider the proposed geographical location, Wedding date or a number of other factors when making such a determination.
6. A copy of the Wedding Permit must be present on the day of the Wedding and produced upon request.
7. The General Purposes Local Law 2012 must be adhered to at all times, along with the Terms and Conditions outlined within the Wedding Permit and all other applicable laws.
8. A breach of any of the conditions of this Wedding Permit may result with enforcement action being taken against the Permit Holder. This action may include the issuing of fines to the interested party and the cancellation of the Wedding Permit.
9. Any enforcement action that is required in relation to this Wedding Permit may affect any future applications lodged by the Permit Holder with the Mornington Peninsula Shire.
10. It is the responsibility of the Permit Holder to comply with all other legal requirements relevant to the operation of the Wedding and to ensure that employees, agents and other persons associated with the Wedding also comply.
11. The Permit Holder, the body it represents or any of the Permit Holder's suppliers or agents occupy and use the Site at their own risk. The Permit Holder indemnifies and releases the Shire, its officers, servants and agents, from all liability arising from the use of the Site. The Shire is not liable for any claims for loss or damage sustained or incurred to any person or property.
12. The Wedding Permit is only valid for the dates listed, is not transferable and is for a 3-hour wedding window only.
13. Refunds will not be given due to acts of nature or bad weather. 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 a Wedding Permit if significant adverse weather conditions are forecasted and the Wedding is deemed unsafe to proceed, including Total Fire Ban (TFB) days.

Insurance & Liability

1. The Permit Holder 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 Permit Holder or its personnel of these terms and conditions;
 - (b) any negligent, reckless or intentional act or omission of the Permit Holder or its Personnel; and
 - (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 Wedding .
 - (d) any breach of Law by the Permit Holder or its Personnel; and
 - (e) any Claim, arising out of or in connection with the Wedding, 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.
2. The Permit Holder is responsible for ensuring all engaged suppliers and contractors involved with the Wedding have current, adequate and up to date public liability insurance.
3. The Shire recommends that the wedding applicant considers public liability insurance to help mitigate the above risks.

Risk Management

1. Permit Holders must ensure so far as reasonably practicable that people are not exposed to risks arising from the Wedding or associated activities, and are responsible for ensuring the good order, conduct and behaviour of all those attending the Wedding.
2. The Permit Holder must allow authorised council officers access into any area of the Site at any time for the purpose of compliance inspections.
3. It is the responsibility of the Permit Holder to comply with all laws, including local laws, and all other legal requirements relevant to the operation of the Wedding and to ensure that employees, agents and other persons associated with the Wedding also comply.

Using Shire Owned or Managed Land

1. Weddings on New Year's Eve are not permitted on Shire owned or managed land.
2. Shire parks and reserves, bushland, foreshores, infrastructure and other public places must always remain accessible to the public.
3. The Permit Holder acknowledges that the Shire cannot guarantee the condition of the selected Wedding location on the permitted date.
4. The 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.
5. The Permit Holder acknowledges that the construction and installation works may interfere, interrupt and affect the Permit Holder's use of the Shire owned or managed land.
6. Additional maintenance works to the Wedding location's land or nearby facilities, beyond the Shire's regular monthly schedule, will not be undertaken prior to your Wedding date, including but not limited to, the mowing of grass.
7. Access to the 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.
8. Horse drawn vehicles and domestic animals (including dogs) are not permitted.
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 Wedding.
10. Naked flame torches are strictly prohibited 365 days of the year.
11. Permit Holders must comply with signs or notices erected in the vicinity of the approved Site.
12. Tree pruning and or trench digging is not permitted in any reserve/public land at any time.
13. All equipment must be placed at least 3 metres away from the base of and meet all specific tree protection restrictions required of the site.
14. Wastewater, 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 Site is prohibited. Any vehicles, including bridal vehicles, cannot enter any open space, beach or park.
16. Vehicles must only be parked in designated car parking areas (unless otherwise authorised by Shire).
17. Any damage to the Site will be the responsibility of the Permit Holder. The site should be returned to the Shire in the same condition in which it was prior to the Wedding.

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18. The Shire may carry out the necessary works to repair any damage incurred during/in relation to the Wedding at the Permit Holder's cost.
19. The Permit Holder must comply with all reasonable requests or directions given by any Shire representative or member of Emergency Services.

Infrastructure and Equipment

1. Temporary structures are prohibited and cannot be erected within the Site.
2. Bali flags, archways and market umbrellas are permitted, but must be weighted as pegging is strictly prohibited.
3. A small signage table, portable P.A system and a limit of 20 chairs is permitted within the Site.
4. Equipment or infrastructure must not be attached, tethered or pegged to trees or assets.
5. The Shire does not take responsibility for any equipment placed within the Site.
6. All electrical equipment utilised must comply with relevant Work Safe Codes of Practice.
7. The use of Shire power is strictly prohibited.
8. Generators must be placed on protective matting to prevent burning of turfed areas.
9. All cords should be securely covered and protected to avoid trip hazards throughout the Site.

Food and Alcohol

1. Food and drinks can only be served to those patrons attending your wedding.
2. The Permit Holder must ensure that they have the appropriate permissions or permits as required from any additional key stakeholders as relevant to their Wedding. This may include, but is not limited to, permissions from the Shire's Environmental Health team and Streatrader.
3. If the Permit Holder intends to sell food or drinks at their wedding they 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 refer to [Streatrader and Temporary Food Permits](#) on the Shire web page for further information. Additional VCGLR and Shire Liquor permits may also be required should you choose to sell product, as opposed to offering it to your guests for free.
4. If your wedding is conducted in an alcohol exclusion zone as per the ['Local Law Consumption of Liquor'](#), it is strictly prohibited to serve alcohol at your wedding.
5. Victoria Police must be notified by the Permit Holder if alcohol is to be consumed in an approved zone, as per the Local Law Consumption of Liquor.
6. Permit Holders are responsible for ensuring a safe operational environment at their Wedding and should refer to 'The Code of Practice for the safe use of LP Gas' at public events in Victoria for further information, <https://esv.vic.gov.au/gas-technical-information-sheets/code-of-practice-safe-use-of-lpgas-public-events/> Organisers should also visit <https://www.cfa.vic.gov.au/> for further guidance regarding equipment use.

Waste Management

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

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2. All Permit Holders must comply with Council's Single-use plastic policy, meaning:
 - (a) Single-use plastic bags are not to be distributed during weddings;
 - (b) Single-use plastic straws must not be used;
 - (c) Balloons, confetti, rose petals and and/or glitter are not to be used;
 - (d) Styrofoam/polystyrene must not be used;
 - (e) All cutlery, crockery and takeaway containers must be made from natural sources, recycled paper, sugarcane or bamboo etc;
 - (f) No single serve condiments will be distributed;
 - (g) Reusable coffee cups will be preferred;
- 3 The Permit Holder is responsible for facilitating the appropriate waste receptacles and removing all waste produced.

Noise Management

1. Music/noise emanating from the Wedding must not exceed noise limits set out in 'State Environment Protection Policy (Control of Music Noise from Public Premises) No. N-2'. <https://www.epa.vic.gov.au/about-epa/laws/legislation-regulations-and-policies/noise-legislation>