

Event – Terms & Conditions

The following document outlines the Terms & Conditions when hosting an event within the Shire of Dardanup. This document is to be signed by the Event Organiser and submitted with the Event Application Form (Form 188).

An Event Application Form (Form 188) is required for some public and private events. If your event contains any of the below, you will need to submit an Event Application Form:

- Event is for more than 75 people over the age of 16 years.
- Event type and expected numbers is not consistent with the current approvals for the venue (health & planning).
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- Preparation of food or drinks.
- Registration required or ticket sales to occur.
- Noise such as amplified music, amplified equipment or extraordinary vehicle noise.
- Sale of food or drinks.
- Erection of tents & marquees larger than 50m², stages or other temporary structures will occur.
- Equipment such as generators, lighting towers, extension cords etc will be used.
- Liquor being sold, supplied or consumed.
- Use of drones at event.
- Animals.
- Food vans, food stalls.
- Amusement rides.
- Laser/fireworks display will occur.
- Market stalls.
- Bouncy castle.
- Event is advertised.
- Sale or hire of goods or wares.
- External agency issued permit/approval or licence (eg fireworks).
- Security or Crowd Control, First Aid or any other Emergency Services.
- Traffic Management.

1. Booking Application

Usage of the Shire's facilities or reserves must be applied for by completing the relevant application form and returning the completed form to the Events Team at least 6 – 8 weeks before the event date.

The completed form can be returned by:

Email: records@dardanup.wa.gov.au

In Person: 1 Council Drive, Eaton

or 3 Little Street, Dardanup

2. Confirmation of Event

All event applications will be assessed by the Events Assessment Team and the outcome of your application will be in writing.

Event Organisers are responsible for ensuring the use of any facility or reserve complies with the conditions

covered in the Event Approval Letter along with any other conditions outlined.

3. Payment Options

There is no fee attached to submitting an Event Application Form (Form 188). However if you are using a Shire reserve or facility there may be a reserve bond or key bond attached to it. Further information on fees below.

4. Cancellations

All cancellations must be in writing to the Events Team and a receipt acknowledged in writing.

Any monies to be refunded to the event organiser will be calculated and returned within 21 days of the cancellation.

5. Schedule of Fees

Compliance with the Shire's Annual Fees and Charges form part of these conditions and required payment of fees.

6. Bond

Bond amounts are in accordance with the agreed Events Fees and Charges. Failure to pay the correct bond amount stipulated in your Event Approval letter by the due date will render any booking or agreement void.

Failure to comply with these Terms & Conditions outlined in this document and your Event Approval Letter may result in the forfeiture of all or a portion of your bond.

7. Repayment of Bond

The Event Organiser acknowledges that failure to comply with all or any of these conditions may result in a forfeiture of a portion or all of the bond and that the Shire reserves its right to impose additional charges for cleaning, repair of damage and/or as mentioned throughout this document and the Event Approval Letter.

The Event Organiser acknowledges that a breach of the conditions within the Event Approval Letter may result in the Shire refusing to agree to any future Event Approvals including any future approved events.

8. Usage Times

Approval to use a Shire of Dardanup facility and/or reserve applies only to the times and dates outlines on the Event Application Form (Form 188). You must allow for set-up and clean-up (bump-in and bump-out) times on your Event Application Form.

9. Keys

Once your application has been assessed and approved, keys are to be obtained from the Shire's Administration Building. Your Event Approval Letter will stipulate which office to collect your keys from (Eaton or Dardanup) and the return date.

Keys will not be issued unless all monies associated with the booking are paid, and all conditions of the Event Approval Letter have been fulfilled.

If you cannot collect the keys during the time period listed in your Event Approval Letter, alternative arrangements must be made with the Shire at least 5 working days prior to the event date.

10. Notification and Approval from other Agencies

Event organiser is responsible for notifying and obtaining approval for components of the event that fall under the jurisdiction of other governing bodies/ local authorities.

11. Consumption of Alcohol

No alcohol is to be sold at any event without the appropriate licenses being obtained from the Department of Local Government, Sport & Cultural Industries. Allow a minimum of 30 days for the application process. For more information on liquor licenses: www.dlgsc.wa.gov.au

12. Sale of Food

If you intend to sell food, you are required to include this in your Event Application (Form 188). Should your event application be approved, all requirements that you will need to liaise with your food trader/s about will be outlined in your Event Approval.

A list of approved Food Traders within the Shire is available by contacting the Environmental Health Officers on health@dardanup.wa.gov.au

13. Amusement Activities

All amusement activities including, but not limited to:

- Bouncy castles, inflatables or similar.
- Petting zoos.
- Motorised activities; or
- Pony rides etc.

Will require public liability insurance for at least \$10 million dollars. A copy of the Certificate of Currency is to be provided to the Events Team as per the conditions outlined within the Event Approval Letter.

Events where the public is attending will be required to provide a copy of the WorkSafe plant registration certificate relating to the amusement activity. For more information on inflatable amusement devices:

<https://www.commerce.wa.gov.au/publications/information-sheet-inflatable-amusement-devices>

14. Tents/Marquees

No stakes, pickets, heavy duty tent pegs are to be placed in any part of the ground without the consent of the Shire in order not to damage reticulation.

All pegs, stakes etc are to be removed to avoid damage to mowing equipment etc.

The Event Organiser should also contact 'Dial before you Dig' to check on services not covered by the Shire such as Western Power and Water Corp.

Any repair to damaged underground services will be at the full cost to the Event Organiser.

15. Traffic Management Plans

A traffic management plan (TMP) will be required to be prepared by a qualified person when any party responsible for organising an event that involved a change to the traffic environment to the event that road users will be required to;

- Abnormally & actively reduce their travel speed; or
- Actively change their direction of travel on the roadway; or
- Be subject to additional traffic control; or
- Be subject to substantial queuing or delays.

Once you submit your Event Application (Form 188) and the application has been assessed, you will be advised as to whether or not a TMP will be required. The cost of the TMP is the responsibility of the event organiser.

16. Vehicle Access

No vehicle access is permitted to any reserve or public open space without obtaining prior approval from the Shire. The Event Organiser will be responsible for any damage caused by the vehicle to any property belonging to the Shire.

The Shire shall not be held liable for any loss or damage to other property or persons caused by the vehicles.

17. Line Marking

Permission is required from the Shire prior to any line marking. All line markings on reserves are the responsibility of the Event Organiser and only water based paint must be used as other materials are prohibited due to the toxic effect on both people and reserves. Failure to use correct product for the line

marking may incur maintenance charges to fix the turf area affected.

There is to be no line marking on road reserves, roads or carparks.

18. Cleaning event area and rubbish removal

It is the responsibility of the Event Organiser to leave the event area clean and tidy and to supply all cleaning products and equipment required. All food scraps, rubbish, decorations and equipment (including gazebo pegs) are to be removed.

Your Event Approval Letter will stipulate if additional bins are required to cater for your event. The letter will outline how many bins are required and what sizes. The cost of the bins is the responsibility of the Event Organiser.

19. Advertising and Signage

Permission must be obtained from the Shire before erecting event advertising signage on Shire reserves and road reserves. Under no circumstances is signage to be nailed to trees or any other form of vegetation.

20. Safety

The Event Organiser is to use their best endeavours to ensure the safety of all persons attending the event/activity.

All electrical cords, fittings, switches and other electrical appliances used by the Event Organiser/Contractor etc must comply with all Australian Standards and display a current electrical test tag.

21. Indemnity

When holding an event within the Shire, the Event Organiser undertakes to hold the Shire of Dardanup indemnified against:

- All claims, losses, actions, damages, costs (including legal costs) and expenses whatsoever arising out of or in connection with the hiring of venue/reserve, including.
- Personal injury (including death or disease) to the Event Organiser or any invitee or this party unless and then only to the extent that the Event Organiser proves said injury was due to the negligence of the Shire.
- Loss of or damage to any property owned by the Event Organiser, the Shire or any third party, and;

- Breach or non-compliance with any statute or regulation or local law of any public, municipal or other authority.

22. Compliance with Local Laws

The Event Organiser must comply with the provisions of all State and Commonwealth legislation and in particular the following;

- Food Act 2008;
- Health (Public Buildings) Regulations 1992;
- Environmental Protection Act 1986 and the
- Environmental Protection (Noise) Regulations 1997.

The Event Organiser acknowledges that a breach of the above Acts and Regulations may result in enforcement action by Police or Environmental Health Officers. Any breaches may also result in the Shire refusing any further Event Applications.

23. Insurance

If your event is open to the public, you will need Public Liability Insurance to the value of at least \$10 million dollars. A copy of the Certificate of Insurance will be requested once your event application has been assessed and if approved, this will be a condition of the Event Approval.

Failure to provide evidence of insurance entitles the Shire to revoke the Event Approval.

24. Risk Management

Effective risk management is essential for the success of any public event and enables effective preventative and corrective actions to be implemented.

The *Health (Public Buildings) Regulation 1992* require risk management plans to be developed in accordance with AS/NZS 3100 – Risk Management, for events of more than 1,000 people or as otherwise required by the Shire of Dardanup. The event manager is responsible for preparing the plan which is then submitted to the Shire of Dardanup.

For more information on risk management and events, refer to the Department of Health: [Guidelines for concerts, events and organised gatherings 2022](#)

25. Special Conditions

The Event Organiser acknowledges that any special conditions set out in the Event Approval letter shall apply and be incorporated in this agreement. In the event of any conflict between these conditions and the special conditions, the latter shall take priority.

26. Cancellation of Events by the Shire of Dardanup – venue or location related

The Shire may need to cancel or reschedule a booking of a reserve (for example – a private booking at the Foreshore Gazebo) to undertake maintenance within the proposed event area. In this instance, the Shire will make every effort to ensure this does not occur, but should it happen – the Shire will endeavor to give at least 21 days notification to make alternative arrangements.

27. Cancellation of Event by the Shire of Dardanup

The Shire of Dardanup has the right to refuse and/or cancel any event applications for a range of issues, including but not limited to;

- The impact the event will have on the environment, residents & community. The impact the event will have on the Shire’s reputation.
- The level of risk.
- The potential damages that could occur to the Shire’s property.
- The potential conflict with other events or community use in that location.

<p>I, _____ being the duly authorised representative of the applicant/Event Organiser, accept full responsibility for the event as per the Event Application Form (F188) and will ensure the compliance with the Terms & Conditions as per the above.</p>	
Name:	_____
Signature:	_____
Date:	_____