

City of Monash

Event Permit Terms & Conditions

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. The permit is only valid for the date(s) and times stated.
2. The permit will be cancelled immediately if:
 - 2.1 Any of the permit conditions are breached;
 - 2.2 Council identifies a misrepresentation in the information provided by the permit holder in their application for the event;
 - 2.3 Under extreme weather conditions.
3. The permit holder must comply with the City of Monash Events policy, guidelines, these conditions and any special conditions set out in the permit.
4. The permit holder and all its employees, agents and any other person associated with the event must comply with all applicable laws and legal requirements relevant to the operation of the event. Including (but not limited to) City of Monash Local Law No.3, Occupational Health and Safety Laws and WorkSafe Victoria Code of Practice.
5. This permit does not provide exclusive access to Council land and the permit holder must ensure that access to the event site is maintained at all times for emergency services and other persons entitled to access the site.
6. The Permit Holder will not cause any nuisance or interfere with any other person/s use and enjoyment of open public spaces surrounding the event site.
7. The Permit Holder must exercise all reasonable care to ensure that disturbance by way of noise or other activities to the residents or other occupiers of the area are minimal.

8. INSURANCES AND INDEMNITY

8. The Permit Holder must have current Public Liability Insurance minimum \$20 million coverage. The name on the PLI Certificate of Currency must match the Permit Holder or the company/organisation they represent for the purposes of the event. The policy must note City of Monash as an Interested Party (Principal Indemnity Endorsement), and the Business Activity shown on the Certificate of Currency must appropriately represent the Permit Holder's function, i.e. organising and running a community event or festival.

8.2 The Permit Holder indemnifies and releases Council from all liability arising directly or indirectly from the use and occupation of the event site by the Permit Holder, or any of the Permit Holders employees, agents and other persons associated with the event, including (but not limited to):

8.2.1 any claim made by any person for injury, loss, damage, injury or illness;

8.2.2 any loss or damage to any property belonging to the Permit Holder or other persons located in the vicinity of the event site caused by the Permit Holder, the Permit Holders employees, agents and other persons associated with the event.

9. At the conclusion of the event, all material and equipment associated with holding the event (including any litter generated by the event) must be removed from the event site and the event area left in a clean and tidy condition to the satisfaction of Council. If the Permit Holder fails to comply with this condition, Council may carry out the necessary works to clean the event site and the Permit Holder will be responsible for any costs incurred by Council in carrying out such works.

10. The cost of repairing any damage to Council assets, including street furniture, during the event will be charged to the Permit Holder by Council.

11. Monash Council values all children and young people and is committed to being a child safe organisation. Monash Council has zero tolerance to child abuse and takes all child abuse allegations seriously. Safeguarding children and young people is everyone's responsibility and Monash Council is committed to building a community that is safe and inclusive of all children and young people. Monash Council advises that any event organiser engaging staff, volunteers, performers and/ or stallholders that have direct contact with children have a valid working with children check on them if requested.

- a. Have read the Monash Council Safeguarding Children and Young People Policy, and Practice Standards and that I will behave in accordance with all its expectations during my engagement at the Monash Council
- b. Agree to behave professionally and with care towards children and young people including not acting outside the boundaries of my engagement

Privacy Collection Statement

Monash City Council ("Council") collects personal information via the process of stallholder applications and for related purposes which the individual to whom the information relates may reasonably expect. Council will not release or provide access to personal information to any other person or body, unless (a) it has been authorised to do so by the person to whom the information relates, (b) it is permitted or required to do so by law, or (c) it is appropriate or required in the performance of the functions of Council. If you refuse to supply the requested information, we may not be able to process your application. For clarity you can contact Council's Privacy Officer via email at legal@monash.vic.gov.au.