

Conditions

1 Pre-requisites:

The permit is not effective unless and until stated pre-requisites are satisfied or in writing waived by Council.

2 Limitations:

Once effective, the permit is limited to the particulars stated earlier. A variation to any such limitation is at Council's discretion.

3. Nature Of The Permit:

The permit is not a lease or tenancy.

The Hirer has the exclusive use of the area during the hire period.

4. Keys:

Keys issued to the Hirer must be returned to Council on the next working day.

5. Payment:

Payment for the hire, including a key bond, must be made in advance. The key bond shall only be refunded if the keys are received by Council by the next working day.

6. Cancel of Hire:

Council reserves the right in its absolute discretion to refuse to accept any hire or to cancel any hire already made, and Council shall not be liable in any way for any loss or damage or otherwise in consequence of the exercise of this right.

If the Hirer cancels the booking with less than 30 days' notice, the hiring charge will not be refunded.

7. Access Issues:

If the event is likely to impede occupiers of adjacent property having foot or vehicular access to their land, the Hirer must provide safe and adequate means of access.

If the event is likely to restrict or coincide with the regular kerbside collection of household waste, the Hirer must provide access or assistance so that collections may proceed on schedule.

8. Smoking:

Smoking is not permitted in any area of the buildings or grounds of the Round House.

9. Confetti:

Synthetic confetti is not permitted. Rose petals and natural/biodegradable confetti is permitted.

10. Fire Works:

Fire Works are not permitted at any time.

11. Decorations:

Nails, screws or any other fastenings must not be driven into or attached in any way to walls, floors, furniture or fittings. The hanging of streamers, flags, bunting or other decorations, or the erection or placing of any structures is not allowed unless with permission of Council.

12. Electrical Equipment:

No electrical equipment is to be used unless with permission of Council.

Conditions continued...

13. Site Control:

While upon the area for the purposes of the event, the Hirer must:

- not interfere with/damage any structure (including a kerb, gutter, paving, manhole lid, irrigation system) or vegetation (including a tree, shrub, garden bed) or wildlife on or about the area not essential to the event;
- if the area is a park or reserve, ensure all heavy vehicles remain upon designated roads or car parks;
- not disturb or obliterate a public survey mark – otherwise the Hirer is liable for all costs and fines so incurred under the *Surveyors Act 1976*;
- take all proper measures to protect utility services upon or adjacent to the area – if a service is damaged in the event, the Hirer must arrange for its repair with the appropriate authority or owner as soon as practicable, consistent with the status of the service;
- while any patrons are upon the area, not fail to provide the attendance on the area of a responsible adult having executed control of all activities;
- where a site plan approved by Council identifies a location to have a particular use (e.g. for stalls), not to use that location for any other purpose;
- keep the area sanitary, safe and reasonably free of rubbish;
- not allow disorderly conduct or a public nuisance;
- take all reasonable steps to keep down noise and dust;
- minimise restriction to foot or vehicular traffic likely to be affected;
- not allow to be done anything that, in the reasonable opinion of Council, is likely to bring Council into disrepute.

The Hirer shall accept full responsibility for the safety of all persons associated with the event, including organisers, participants and guests. This responsibility shall extend to non-associated persons who pass through the area during the period of hire.

14. Standards Of Care:

While upon the area for the purposes of the event, the Hirer (or contractor, as applicable) and workers must comply with (in descending priority):

- applicable laws, codes of practice and guidelines – including those for OH&S, public health, road safety, protection of the environment, liquor licensing;
- any reasonable directions as may be given by an Authorised Officer of Council or by the police or other proper authority;
- plans/specifications/methods submitted by the Hirer and approved by Council;
- applicable Australian Standards; and
- the exercise of reasonable care, skill and diligence.

15. Suspension Of Work:

If Council has reason to believe practices upon the area do not comply with these conditions, an Authorised Officer of council may require work or the event to be interrupted or suspended. In case of a serious breach of these conditions, an Authorised Officer of Council may require the event to vacate the area immediately.

Conditions continued...

16. Reports:

At any time, Council may require the Hirer to provide promptly any reasonable information as relates to the event. On the same day as occurs (or, if that is not practicable, on the next working day), the promoter must notify Council (via its contact person):

- any injury to an individual upon the area requiring off-site medical treatment;
- any material loss/damage to property upon the area;
- any police attendance during the event in response to a complaint;
- any environmental harm required to be reported to the EPA;
- a material variation, suspension, revocation or expiry of insurance or a 3rd party consent, licence, permit or approval the event requires.

17. Making Good:

On the completion of the event or upon the end of the permit (whichever comes first) the Hirer must:

- within 1 working day remove all property of the Hirer (or its invitee) from the area and restore the area to at least the same condition as before the event;
- the Hirer shall be responsible for the cost of making good any damage caused to the buildings, furniture, fittings or equipment arising out of and in the course of the Hire.

18. Risk:

The Hirer occupies the area and stages the event at its own risk. Council does not offer any assurance the area is suitable for the event.

19. Indemnity:

As a continuing obligation, the Hirer indemnifies Council against any loss, damage, cost or expense incurred by Council in relation to property or persons to the extent caused by the Hirer (or contractor or their workers, as applicable) either:

- having use of the area;
- Bringing on or using on the area any materials/plant/equipment;
- holding the event;
- Breaching a condition of this permit; or
- being negligent.

Liability to indemnify reduces proportionally to the extent Council's willful default or negligence contributed to the loss, damage, cost or expense.

20. Council's Insurance:

If by reason of the Hirer's (or contractor's or their worker's) default or negligence Council claims under insurance held by Council, the Hirer bears any excess or deductible for that claim.

21. Recourse To Security:

Council may have recourse to the security for any loss or damage caused by the Hirer's breach of a condition, any unpaid fee and/or an amount for which Council is entitled to be indemnified. The Hirer's liability is not limited to the security.

22. No Duty Of Care:

If Council gives a consent, approval or direction, accepts any work or inspects anything for the event:

- Council does not have a duty of care to the Hirer for that thing; and
- the Hirer is not to any extent relieved from its obligations to comply with these conditions.

Conditions continued...

23. About The Permit:

The permit:

- extends to the Hirer's contractor and/or workers for the event;
- is not transferable;
- may be surrendered at any time, by so notifying Council; and
- is revocable by Council as *Local Government Act 1999 s. 225* allows.

A copy of this permit must be kept upon the area, and upon demand produced to an Authorised Officer of the Council.

24. About Council:

Council grants the permit under *Local Government Act 1999 s. 200/202* (if the area is or includes a public road) and not in any other capacity. The permit does not preclude or pre-empt the exercise by Council of any other regulatory function or power. Council is not liable to compensate the Hirer for properly exercising a right under these conditions.

25. About The Hirer:

If the Hirer is more than one person, each of them is bound jointly and also severally. The Hirer is liable to Council for anything done or not done by its contractor or worker that if done or not done by the Hirer would breach a condition. A person signing this authorisation for a Hirer warrants they have authority for that purpose. The Hirer's contact person is taken to have authority to give and receive notices and make decisions for the Hirer.

26. About These Conditions:

A variation of these conditions is only effective if in writing signed by both parties. Council waives a right under these conditions only if in writing signed by Council.

27. Special Conditions:

Any stated special conditions prevail over other conditions to the extent of any inconsistency.

Notes: *Local Government Act 1999* make it an offence for a person:

- to use community land for a business purpose unless the use is approved by the Council (s.200(1));
- to use a public road for a business purpose unless authorized to do so by a permit (s.222(1)).