



GLEN EIRA CITY COUNCIL STREET PARTY ROAD CLOSURE – TERMS AND CONDITIONS

1. EVENT ORGANISER

In these Conditions, the 'Event Organiser' means the person or organisation that has applied for a Council permit for a road closure ('Road Closure') to facilitate a street or neighbourhood party ('Street Party'). If the organisation is not incorporated, the person who makes the application on behalf of the organisation will be deemed to be the Event Organiser.

2. APPROVAL IN PRINCIPLE

To obtain Council's approval in principle for the Road Closure, the Event Organiser must:

- 2.1 submit to Council a properly completed and signed Street Party Application Form ('Application') a minimum of six weeks prior to the date of the proposed Road Closure; and
- 2.2 receive Council's prior written confirmation that the Road Closure is approved in principle.

Council's approval in principle will be based on an assessment of the suitability of the road that is the subject of the Application and will include Council's preference as to the location of the Road Closure. Council's approval in principle or otherwise will be notified to the Event Organiser within five working days of receipt of the Application.

3. PERMIT

- 3.1 To obtain a Council permit for the Road Closure, the Event Organiser must submit to Council the items listed in clauses 3.1.1 to 3.1.6:
 - 3.1.1 a non-refundable Application fee in the sum of \$158;
 - 3.1.2 a Traffic Management Plan prepared by a suitably qualified person that is satisfactory to Council acting in its sole discretion;
 - 3.1.3 evidence that a minimum of 80% of residents that may be adversely affected by the Street Party and/or Road Closure have consented to the Road Closure in the form of the names, addresses and signatures of those residents;
 - 3.1.4 copies of the certificates of currency for public liability insurance referred to in clauses 4.1 and 4.2;
 - 3.1.5 any permit or licence required pursuant to clause 9.2; and
 - 3.1.6 a signed copy of these terms and conditions.
- 3.2 The issue of a permit for the Road Closure constitutes Council's formal approval for the Road Closure and will contain additional conditions that are specific to the Road Closure.

4. INSURANCE

- 4.1 The Event Organiser must for the period of the Street Party and/or Road Closure hold current public liability insurance with minimum coverage per single event of \$10,000,000 (ten million dollars).
- 4.2 If the services of third parties are utilised for the Street Party, the Event Organiser must provide evidence to Council of the third party's public liability insurance with a minimum coverage per single event of \$10,000,000 (ten million dollars).

- 4.3 The Event Organiser acknowledges and agrees that Council will not be responsible for any loss or damage, howsoever caused, to any property or equipment whatsoever, belonging either to the Event Organiser or to any person attending the Street Party. Insurance for non-Council property is entirely the responsibility of the Event Organiser and/or attendees of the Street Party.

5. REIMBURSEMENT

- 5.1 Subject to receipt of a properly completed payment reimbursement form and appropriate tax invoices and compliance with clauses 5.2 and 5.3, Council will reimburse the Event Organiser the cost of the purchase of the public liability insurance referred to in clause 4.1 and the preparation and implementation of the Traffic Management Plan ('Reimbursement'). All other costs associated with the Road Closure and/or Street Party are the responsibility of the Event Organiser.
- 5.2 The Reimbursement is subject to Council being satisfied that the Street Party location and vicinity are left clean and tidy with all rubbish and litter removed, free from damage, and all non-Council property or equipment associated with the Street Party and/or Road Closure has been removed from the Street Party location and vicinity ('Reinstatement').
- 5.3 Council will carry out an inspection of the Street Party location and vicinity to determine whether or not the Reinstatement is satisfactory and, if applicable, will advise the Event Organiser what is required to be undertaken and by when for the Reinstatement to be completed to the satisfaction of Council. Failure to comply with this requirement will mean that the Event Organiser will not be entitled to claim a full Reimbursement and Council will advise the Event Organiser of the amount to be deducted from the Reimbursement. If the costs incurred by Council to complete the Reinstatement exceed the amount of the Reimbursement, the amount of the Reimbursement will be forfeited to Council and the Event Organiser will be liable to pay the difference within 30 days of receipt of an invoice from Council.

6. CANCELLATION

- 6.1 Notification of changes to, or cancellation of, a Road Closure by the Event Organiser, must be made in writing by post or email to Council's Manager Operations Civic Compliance at Glen Eira City Council, PO Box 42, Caulfield South, VIC 3162 or mail@gleneira.vic.gov.au Where notice of cancellation is given, the Event Organiser will not be entitled to a refund of the Application fee or the Reimbursement.
- 6.3 Notwithstanding any other provision of these terms and conditions and regardless of whether or not a permit has been issued, Council expressly reserves the right to cancel a Road Closure or to stipulate additional conditions for the Road Closure. Where Council cancels a Road Closure or the Event Organiser wishes to cancel the Road Closure due to the change in conditions a full refund of the Application fee and the Reimbursement will be made.

7. TRAFFIC MANAGEMENT

The Event Organiser must ensure that:

- 7.1 the Traffic Management Plan referred to in clause 3.1.2 outlines how traffic will be controlled; where any traffic management safety barriers and signs are to be located; and how people will be instructed in the safe use of the road reserve; and otherwise complies with Council's preference as to the location of the Road Closure;
- 7.2 any traffic management safety barriers and signs required pursuant to the Traffic Management Plan are erected and removed in accordance with the Traffic Management Plan and by suitably qualified individuals;
- 7.3 other than is expressly provided for in clauses 7.2 and 7.4 that traffic management safety barriers and signs are not moved, damaged, interfered or tampered with in any way;
- 7.4 traffic management safety barriers and signs are moved or removed on request by emergency services representatives, police officers and by authorised Council officers; and

- 7.5 the road is closed no earlier than the time specified in the permit and reopened no later than the time specified in the permit.

8. INDEMNITY

The Event Organiser agrees to indemnify, hold harmless, release and discharge Council, its councillors, employees, contractors and agents (in this clause 'Council') and each of them from and against all actions, costs, claims, charges, expenses and damages whatsoever (including without limitation in respect of physical injury or death) which may be brought or made or claimed against it, or any of them, arising out of or in relation to the Street Party and/or the Road Closure, except to the extent caused by the negligent acts or omissions of Council.

9. FOOD AND ALCOHOL

- 9.1 The sale of food and drink (including alcohol) is not permitted on the road reserve which includes the road, footpaths and nature strips.
- 9.2 Alcohol must not be served or consumed unless a liquor licence has first been obtained from the Victorian Commission for Gambling and Licence Regulation ('VCGLR') and/or a local law permit has first been obtained, if required under Council's Local Law 2009. The Event Organiser must make its own enquiries of the VCGLR in this regard.
- 9.3 Copies of any permit or licence obtained in accordance with clause 9.2 must be submitted to Council prior to the date of the Road Closure.

10. GENERAL CONDITIONS

The Event Organiser:

- 10.1 must not use smoke machines, candles or naked flames (barbecues excepted) of any sort and is responsible for the costs associated with the Metropolitan Fire Brigade or any other emergency services attending the Street Party as a result of any breach of these terms and conditions;
- 10.3 must ensure that no activity is carried out which is dangerous, noxious, offensive, illegal, excessively noisy or objectionable and does not otherwise cause unnecessary inconvenience to residents living in the vicinity;
- 10.4 must ensure that activities carried on do not unnecessarily interfere with normal pedestrian access or with residents seeking pedestrian access to their properties;
- 10.5 must ensure that attendees leave in a quiet and orderly manner so as not to unnecessarily disturb others;
- 10.6 is responsible for the conduct and behaviour of all its invitees, including compliance with these terms and conditions;
- 10.7 is responsible for, and must make good, any loss or damage occasioned during the Road Closure and/or Street Party, including, but not limited to, any part of the road reserve or any other property owned or managed by Council;
- 10.8 is responsible for the provision of first aid and/or medical services at the Street Party; and
- 10.9 must comply with all laws, rules and regulations applicable to the Street Party and/or the Street Party location, including without limitation, Council's Local Law 2009 (for more information on the Local Law go to www.gleneira.vic.gov.au).

11. SPECIAL CONDITIONS

The Event Organiser must ensure that:

- 11.1 the Street Party is concluded with sufficient time allowed for the Reinstatement of the Street Party location by the time specified in the permit that the road must be reopened;
- 11.2 the Street Party location Reinstatement is carried out to the entire satisfaction of Council and acknowledges that any items associated with the Street Party not removed in accordance with this clause 11.2 will be treated as abandoned and will be disposed of as Council considers fit; and
- 11.3 any damage to Council property is reported to Council's Manager Operations Civic Compliance as soon as reasonably possible in the circumstances.

12. BREACH

Any breach of these terms and conditions, including failure to pay any amount due within the stipulated time may, at the option of Council, result in the permit being withdrawn, the applicable Reimbursement not being paid or further applications by the Event Organiser not being considered.

13. ACCESS

The Event Organiser must permit access to the Street Party to any authorised Council officer upon request.

14. SECURITY

If required to do so by Council, acting reasonably in the circumstances, the Event Organiser must engage security guards, the number to be agreed between the parties and provide evidence of such engagement to Council prior to the Road Closure.

15. POLICE

The Event Organiser must provide any information requested by the Victorian Police for the purposes of the Victorian Police Party Safe Program.

16. EMERGENCIES

If an emergency occurs at the Street Party it is the responsibility of the Event Organiser to notify the relevant emergency services and to inform Council's Manager Operations Civic Compliance on 03 9524 3333 as soon as reasonably possible in the circumstances.

EXECUTION

I certify that I am authorised to sign these terms and conditions on behalf of the individual or group of individuals or organisation named as the applicant in the Street Party Application Form and agree to comply with these terms and conditions in all respects.

Signature: _____

Name: _____

**On behalf of
(if applicable):** _____

Date: _____