

GLEN EIRA FESTIVAL DECORATION GUIDELINES – Terms & Conditions

These Terms and Conditions govern the submission, assessment, approval, installation, display, maintenance and removal of festival and other temporary decorative installations on Glen Eira Council (**Council**) land or Council assets.

1. Application and Acceptance

1.1 By submitting a festival decoration proposal to Council, the applicant (Organiser) agrees to be bound by:

- these Terms and Conditions;
- the Glen Eira Festival Decoration Guidelines (Guidelines); and
- any conditions of approval issued by Council.

1.2 In consideration of Council assessing and, if applicable, approving the application, the Organiser agrees to comply with those requirements.

1.3 If the application is made on behalf of an organisation, the person submitting the application warrants that they are authorised to bind that organisation to these Terms and Conditions.

2. Requirement for Council Approval

2.1 All festival decoration proposals involving Council land or Council assets must be submitted to Council and must not proceed without Council's written approval.

2.2 Submission of an application does not constitute approval.

2.3 Council may, at its discretion:

- a) approve the proposal;
- b) approve the proposal subject to conditions;
- c) require modifications; or
- d) refuse the proposal.

2.4 Council approval is limited to permission under these Terms and Conditions and does not:

- (a) grant any lease, licence or proprietary interest in land; and
- (b) relieve the Organiser of any responsibility under these Terms and Conditions.

3. Permits and External Approvals

3.1 These Terms and Conditions and the Guidelines do not replace any statutory permit, consent, or approval requirement.

3.2 If Council determines that a permit is required (including but not limited to a Local Law, land occupation, planning, or other permit), the Organiser must obtain that permit and comply with all associated conditions.

3.3 The Organiser must obtain all required approvals from third parties (for example, the Department of Transport and Planning, Yarra Trams, United Energy, or other asset owners) prior to installation.

3.4 Council approval is conditional on all required permits and external approvals being obtained and complied with at all times.

4. Compliance with Guidelines and Approval Conditions

4.1 The Organiser must comply with the Guidelines and any conditions of approval imposed by Council in full.

4.2 Without limiting clause 4.1, the Organiser must ensure that all decorations:

- a) meet safety, clearance, accessibility, and asset protection requirements;
- b) do not create risks to pedestrians, cyclists, motorists, or Council assets; and
- c) are installed, maintained, and removed in accordance with the Guidelines

4.3 Failure to comply with the Guidelines or conditions may result in removal of decorations and/or refusal of future applications.

5. Organiser Responsibilities

The Organiser:

5.1 is solely responsible for the design, supply, installation, display, maintenance, monitoring, supervision, de-installation and removal of the decorations.

5.2 must ensure that all works are carried out by suitably qualified, competent and experienced persons appropriate to the nature of the installation, including where relevant licensed electricians, riggers or suitably experienced contractors.

5.3 must ensure that decorations remain safe, secure, compliant and in good condition at all times and must promptly rectify any hazard, defect, instability, damage, graffiti, vandalism or non-compliance.

5.5 must remove the decorations within the approved timeframe, including within 7 days after the event or by any other date approved by Council.

5.6 must immediately notify Council of any incident, defect, failure, damage, complaint or safety issue relating to the decorations that may affect public safety, Council assets or compliance with these Terms and Conditions.

5.7 The Organiser must, at its own cost, comply with all applicable laws, regulations, codes, standards and requirements in connection with the decorations and all associated activities.

5.7.1 Without limiting the above, this includes (where relevant):

- (a) occupational health and safety laws;
- (b) electrical safety requirements;
- (c) building, planning and local laws;
- (d) road safety and traffic management requirements; and

(e) any applicable Australian Standards.

5.7 The Organiser warrants that it has obtained all rights, licences, permissions and consents necessary for the installation and display of the decorations, including any artwork, images, logos, designs, text or other content incorporated within the decorations, and that the decorations do not infringe the intellectual property rights or other rights of any person.

6. Risk and Safety

6.1 The Organiser must undertake and submit a risk assessment with its application addressing all risks associated with the installation, display and removal of decorations and implement appropriate control measures.

6.2 The Organiser must at all times identify, manage and mitigate all risks and comply with all applicable occupational health and safety obligations, including duties owed to workers, Council staff and the public

6.3 Council may require additional controls, modifications, or removal where safety risks are identified.

7. Insurance and Indemnity

7.1 The Organiser must hold current public liability insurance of not less than \$20 million per claim, covering the full duration of installation, display, and removal.

7.2 The Organiser must ensure that any contractor or installer holds equivalent insurance.

7.3 The Organiser must provide its certificate of insurance and any other evidence reasonably required to verify compliance with this clause.

7.4 The Organiser must immediately notify Council if any required insurance is cancelled, lapses, is materially varied or otherwise ceases to satisfy the requirements of this clause.

7.5 The Organiser indemnifies Council against any loss, damage, liability, or claims arising from the installation, display, or removal of decorations, or any breach of these Terms and Conditions, except to the extent caused by Council's or its officers negligence.

8. Council Powers

8.1 Council may at any time without notice:

- a) inspect decorations; and require the Organiser to provide information reasonably necessary to verify compliance;
- b) require the Organiser to modify, secure, repair, make safe or remove the decorations to ensure compliance or safety within the timeframe specified by Council;
- c) suspend or withdraw approval where reasonably necessary to address safety, compliance, operational or public interest concerns;
- d) remove, secure, reinstate, store or dispose of decorations without notice where Council reasonably considers it necessary to address an immediate safety risk, non-compliance, interference with Council operations, public access, traffic safety, emergency access or asset maintenance, or where required permits or approvals have not been obtained.

8.2 The Organiser is liable for, and must reimburse Council for all costs, expenses and charges reasonably incurred by Council in connection with any securing, rectification, removal, storage, disposal or reinstatement undertaken under this clause.

9. Damage to Assets

9.1 The Organiser must not damage, alter, drill into, fix permanently to, interfere with, or obstruct access to any Council asset or any third-party asset.

9.2 The Organiser remains responsible for all damage caused during installation, display and removal. If any Council asset or third-party asset is damaged in connection with the decorations, the Organiser must, at its cost, reinstate that asset to Council's satisfaction and to the required standard within the timeframe directed by Council.

9.3 If the Organiser fails to undertake reinstatement as required, Council may undertake or arrange reinstatement works and recover all associated costs from the Organiser as a debt due to Council.

10. Council Liability

10.1 To the maximum extent permitted by law, Council is not liable for:

- a) damage to or loss of decorations;
- b) any loss or damage arising from installation, display, or removal;
- c) any interruption, delay, or refusal of approval;
- d) any loss, damage, cost or expense incurred by the Organiser in connection with the application, installation, display, maintenance or removal of the decorations; or
- e) any act or omission of a third party in relation to the decorations.

except to the extent caused or contributed by the negligence of Council or its officers.

11. General

12.1 Council may amend these Terms and Conditions from time to time. Any amended Terms and Conditions will apply from the date specified by Council or, if no date is specified, from the date they are published or otherwise notified.

12.2 A failure or delay by Council to exercise a right under these Terms and Conditions does not operate as a waiver of that right.

12.3 If any provision of these Terms and Conditions is held to be invalid or unenforceable, that provision is to be read down to the extent necessary or, if it cannot be read down, severed, and the remaining provisions continue in full force and effect.

12.4 These Terms and Conditions are governed by the laws of Victoria, Australia.

12. Privacy

Council collects personal information for the purpose of assessing applications, administering approvals and managing compliance with these Terms and Conditions and the Guidelines.

Personal information submitted by you in relation to your application is collected for the purpose of processing your application, and remaining in contact with you about the application. If you do not provide the requested information your application will not be able to be progressed. Personal information will be handled in accordance with the *Privacy and Data*

Protection Act 2014 (Vic) and Council's Privacy and Health Records Policy. For more information, please visit our Privacy Page at <https://www.gleneira.vic.gov.au/about-council/our-organisation/council-legislation-and-policies/privacy> or contact Council's privacy officer on (03) 9524 3333.