

STREET PARTY TERMS AND CONDITIONS

These terms and conditions should be read together with the Street Party Application Form ('Application') and the Resident Organiser's Guide.

By submitting an Application, the Applicant agrees to comply with the following terms and conditions below.

1. STREET PARTY APPLICATION

- 1.1. Submission of an Application does not constitute consent to hold street party ('party'), and the Applicant must not organise, advertise or otherwise do anything to hold the party until written confirmation to hold the party has been received from Council.
- 1.2. The Applicant understands and agrees that Council reserves the right to reject an Application if it is deemed to be insufficient or inappropriate.
- 1.3. The Applicant must be aged 18 or over.
- 1.4. The Applicant must submit a properly completed and signed Application a minimum of:
 - a. four weeks prior; or
 - b. where a Neighbourhood Grant application has been submitted, eight weeks priorto the date of the proposed party.
- 1.5. The Application must include evidence that a minimum of 75% of residents who may be adversely affected by the party and road closure have consented to the party and road closure.

2. SPECIAL CONDITIONS

The Applicant:

- 2.1. must ensure that their party is not held for commercial, profitable, political or fundraising purposes;
- 2.2. must limit attendees to a maximum of 150 residents of the street in which the party is to be held;
- 2.3. must not use social media to invite, promote or otherwise advertise the party;
- 2.4. must ensure that all children under the age of 18 are adequately supervised for the duration of the party;
- 2.5. must supply all items and equipment required for the party at their own cost, with the exception of traffic management safety barriers and signs to be supplied by Council in accordance with a road closure permit;
- 2.6. must not use amusement rides, inflatables, smoke machines, candles or naked flames (barbecues excepted) of any sort;
- 2.7. must ensure that dangerous, offensive, illegal, excessively noisy or otherwise unnecessarily inconvenient activities are not carried out during the party;
- 2.8. must ensure that pedestrian access to the street is not prevented during the party;
- 2.9. must use reasonable endeavours to keep the party location and vicinity clean and tidy;
- 2.10. is responsible for providing security for the party if reasonably required by Council;

- 2.11. is responsible for the conduct and behaviour of all its attendees, including compliance with these terms and conditions;
- 2.12. is responsible for the costs associated with any emergency services attending the party as a result of any breach of these terms and conditions; and
- 2.13. must comply with all laws, rules and regulations applicable to the party and or the party location, including, Council's *Community Amenity Local Law 2015*.

3. ROAD CLOSURE

- 3.1. The Applicant must not allow the road or any part thereof to be closed prior to, during or after the party except in accordance with a road closure permit.
- 3.2. Where Council has approved the road closure and has issued the Applicant with a road closure permit, the Applicant must:
 - a. comply with the permit, including the approved Traffic Management Plan and any additional conditions which the permit may impose;
 - b. ensure that any traffic management safety barriers and/or signs required by the permit are erected and removed in accordance with the permit and are not otherwise moved, damaged, interfered or tampered with in any way;
 - c. move or remove the traffic management safety barriers and/or signs on request by emergency services, police officers and by Council officers;
 - d. ensure the road is closed no earlier than the time specified in the permit and is reopened no later than the time specified in the permit; and
 - e. prior to the road reopening time specified in the permit, remove and securely store all traffic management safety barriers and/or signs, until they are collected by Council.

4. FOOD AND ALCOHOL

- 4.1. The Applicant must ensure that food and drink (including alcohol) is not sold during the party.
- 4.2. Alcohol must not be consumed at the party unless the Applicant has first obtained a local law permit under Council's *Community Amenity Local Law 2015* ('local law permit').
- 4.3. Where a local law permit has been obtained, the Applicant must comply with the permit and any additional conditions which the permit may impose.
- 4.4. A liquor licence from the Victorian Commission for Gambling and Licence Regulations ('VCGLR') may be required to serve alcohol. The Applicant must make their own enquiries with the VCGLR in this regard.
- 4.5. Where the VCGLR requires the Applicant to obtain a liquor licence, the Applicant must provide a copy of the liquor licence to Council prior to the date of the party.

5. ACCESS AND EMERGENCY SERVICES

- 5.1. The Applicant is responsible for contacting emergency services in the event of an emergency during the party.
- 5.2. The Applicant must allow Council officers, police officers and emergency services to access the party.

6. INCIDENTS, DAMAGE AND REINSTATEMENT

- 6.1. The Applicant must report any incident, accident, injury, emergency or damage to Council property to the Street Party Liaison Officer on 9742 0777 as soon as is reasonably possible in the circumstances.
- 6.2. The Applicant is responsible for, and must make good, any loss or damage occasioned during the party and/or road closure, including, but not limited to, any part of the road reserve or any other property owned or managed by Council.
- 6.3. The Applicant must ensure that at the end of the party, the party location and vicinity are left clean and tidy with all rubbish and litter removed, free from damage, and all non-Council items and equipment associated with the party and road closure have been removed ('reinstatement').
- 6.4. Where the reinstatement is not satisfactory, Council will advise the Applicant of the further actions required and when they must be completed. If reinstatement does not occur within the time specified, Council will undertake the reinstatement at the Applicant's cost. Any non-Council items and equipment not removed by the time specified will be treated as abandoned and will be disposed of as Council sees fit.

7. INSURANCE

- 7.1. The Applicant must hold and maintain public liability insurance in a minimum sum of \$20 million per single event and must submit a copy of their certificate of currency of insurance with their Application.
- 7.2. If third parties are engaged for the party (e.g. caterers, entertainment), the Applicant must submit a copy of the third party's certificate of currency of public and product liability insurance in a minimum sum of \$20 million per single event.
- 7.3. The Applicant 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 Applicant or to any person attending the party. Insurance for non-Council property is entirely the responsibility of the Applicant and/or party attendees.
- 7.4. Subject to providing an Evaluation and Public Liability Insurance Reimbursement Form (including tax invoices) and on Council's satisfaction that the Applicant has complied with these terms and conditions, Council will reimburse the Applicant for the cost of the public liability insurance referred to in clause 7.1, to a maximum of \$350.

8. INDEMNITY

The Applicant indemnifies and keeps indemnified Council, its councillors, staff and contractors (together, 'Council') against any action, claim, demand, cost (including legal costs) or other liability incurred by Council in respect of any accident, damage, injury or loss arising out of or in relation to the party and/or road closure and the Applicant's compliance or purported compliance with these terms and conditions, except to the extent that any loss is caused by the negligent acts or omissions of Council.

9. CANCELLATION

- 9.1. Where the Applicant proposes to cancel or change any details of the party, the local law permit or road closure permit, the Applicant agrees to notify Council's Street Party Liaison Officer in writing at streetparties@wyndham.vic.gov.au.
- 9.2. The Applicant understands and agrees that Council may, acting reasonably in the circumstances, revoke a road closure permit and/or approval to hold the party at any time.

10. BREACH

Any breach of these terms and conditions may, at the option of Council, result in the road closure permit being withdrawn, party cancelled or further applications by the Applicant not being considered.

11. PARTY SAFE PROGRAM

11.1. The Applicant consents to Council providing Victoria Police with details of their party for registration with Victoria Police's Party Safe Program.

11.2. The Applicant agrees to work cooperatively with Victoria Police and comply with any requirements imposed.

12. NEIGHBOURHOOD GRANT

Where the Applicant has received a Neighbourhood Grant for the party, the Applicant is responsible for acquitting the grant expenditure.

13. NO RELATIONSHIP

Nothing in these terms and conditions or in the conduct of the parties will create a relationship of agency, partnership, employer and employee or joint venture between the Applicant and Council.