



2020 GREEN LIVING SERIES EOI APPLICATION FORM

Privacy Collection Statement

Your personal information is being collected by Wyndham City Council for consideration of your 2020 Green Living Series Activity Application. Your information will be stored in Council's Customer Database and used to identify you when communicating with Council and for the delivery of services and information. For further information on how your personal information is handled, visit Council's Privacy Policy at <https://www.wyndham.vic.gov.au/privacy-policy>.

| Applicant details | |
|----------------------|--|
| Group/organisation | |
| ABN | |
| Registered address | |
| Contact name | |
| Contact phone number | |
| Contact email | |

| Proposed activity details | |
|------------------------------------------------------|----------------------------------------------------------|
| Activity name | |
| Activity date/s | |
| Activity time/s (start and finish) | |
| Activity venue | |
| Venue capacity (maximum number of participants) | |
| Is the venue accessible for those with a disability? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Brief description of activity | |

| | |
|-------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Target audience | <input type="checkbox"/> Toddlers (2-5) <input type="checkbox"/> Children (5-12) <input type="checkbox"/> Youth (12-17) <input type="checkbox"/> Adults (18-60) <input type="checkbox"/> Seniors (60+) <input type="checkbox"/> Other (please specify): |
| Experience level required by participants to complete activity | <input type="checkbox"/> No experience required <input type="checkbox"/> Beginner <input type="checkbox"/> Intermediate <input type="checkbox"/> Advanced <input type="checkbox"/> Other (please specify): |
| How will bookings for the activity be taken and managed? | |
| Additional information about the activity – e.g. anything participants need to bring on the day | |

Documents to be submitted with application

- Completed Green Living Series Activity Safety Checklist
- Copy of certificate of currency for public liability insurance
- Copies of Working with Children Checks (where target audience are under 18)
- Group/organisation logo

Declaration

I confirm that I have the authority to sign this application form on behalf of the group/organisation named above.

I acknowledge and agree that this application is subject to the 2020 Green Living Series Terms and Conditions, which I confirm that I have read and understood.

| | |
|-----------|--|
| Signature | |
| Name | |
| Date | |

Completed applications can be sent to Council via email to green.living@wyndham.vic.gov.au or by mail to:

Green Living in Wyndham
Wyndham City Council
PO Box 197
Werribee VIC 3030

If you have any questions regarding your application or the Green Living Series, please do not hesitate to contact Council on 9742 0777 or green.living@wyndham.vic.gov.au.

GREEN LIVING SERIES ACTIVITY SAFETY CHECKLIST

MARK ALL RISKS FOR THE VENUE AS – Y (YES), N (NO) or N/A (NOT APPLICABLE)

I have made myself aware of the risks at this worksite and the Control Measures required

Activity

Activity:

Date:

| Site Inspection Checklist | Y | N | N/A | Hazards & Controls |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|-----|--------------------|
| Is there phone reception at your activity location and are emergency numbers readily available? | | | | |
| Is there an accessible first aid kit at the location? | | | | |
| Is the location accessible by people of all mobility levels? | | | | |
| Does your activity location pose a risk of injury due to slips, trips, falls, bites or stings? (eg. oil, grease, water, cables, uneven surfaces, snakes) | | | | |
| Are walkways and stairs safe and kept clear of obstacles? | | | | |
| Are there chemicals being used for the activity? If so, are Safety Data Sheets readily available? | | | | |
| Has all electrical equipment to be used during the activity been tagged and tested by a qualified inspector? | | | | |
| If indoors, is there working smoke alarms within the building? | | | | |
| Is a plan in place to manage your activity on days of extreme weather? (e.g. options for shelter from sun or rain). | | | | |
| Can you supply hydration on days of extreme heat? | | | | |
| Are evacuation procedures in place to account for emergencies such as fire, flood, chemical spill, machinery accidents, motor vehicle accidents? | | | | |

Sighted by Wyndham City Employee Name:

Signed

Date

2020 GREEN LIVING SERIES TERMS AND CONDITIONS

These terms and conditions apply to the 2020 Green Living Series.

By submitting a 2020 Green Living Series Application Form and Green Living Series Activity Safety Checklist (together 'the application'), the organisation agrees to be bound by these terms and conditions.

These terms and conditions should be read together with the application, any relevant Green Living Series information made available by Council, including any relevant Council correspondence.

1. APPLICANT

The person submitting the application on behalf of the organisation is jointly and severally liable together with the organisation to ensure compliance with these terms and conditions.

2. APPLICATION

2.1. A properly completed application must be submitted by 5:00pm on 8 November 2019.

2.2. The organisation's participation in the Green Living Series is not confirmed until Council has advised the organisation in writing that their activity will be included in the Green Living Series.

2.3. The organisation agrees to notify Council of any changes to the information provided in the application as soon as is practicable.

3. ACTIVITY

3.1. The activity must be held within Wyndham during the Green Living Series (between 2 February and 31 March 2020) and must relate to green or sustainable living.

3.2. The activity must be free to attend with no cost to participants or Council.

4. VENUE AND EQUIPMENT

4.1. The proposed venue must be provisionally booked by the organisation prior to submitting an application.

4.2. If Council deems that the proposed venue is not appropriate for the activity, the organisation must find an appropriate venue to host the activity. Council may elect to assist the organisation in finding such a venue.

4.3. The organisation is responsible for providing all personnel and equipment that is required to undertake the activity.

4.4. The organisation must ensure that all electrical equipment used for the activity has been tested and tagged. Equipment which has not been tested and tagged must not be used.

5. ACTIVITY BOOKINGS

5.1. Unless Council agrees otherwise, the organisation is entirely responsible for taking and managing participant bookings for the activity.

5.2. The number of participants must not exceed the venue capacity.

5.3. The organisation must provide Council with activity booking details and information on request.

6. WORKING WITH CHILDREN CHECKS

Where the activity's target audience includes persons under the age of 18 years, the organisation must ensure that all persons involved in running the activity hold a valid Working with Children Check. The organisation must provide copies of Working with Children Checks with its application, and otherwise on Council's request.

7. ACTIVITY PROMOTION AND SIGNAGE

7.1. The organisation must provide a high-resolution, digital copy of its logo with its application. The organisation agrees that Council may use this logo to promote the activity and the Green Living Series.

7.2. Council will, acting in its entire discretion, promote the organisation's activity in its digital and hard copy promotional material relating to the Green Living Series.

7.3. The organisation must not promote the activity prior to Council's written confirmation that the activity will be included in the Green Living Series.

7.4. The organisation must not use Council's logo without Council's prior written consent.

7.5. The organisation must not promote any private or commercial businesses or political views or otherwise use any messaging in relation to the activity that does not relate to green or sustainable living.

7.6. On the day of the activity, the organisation must display adequate signage at the venue.

8. ACTIVITY EVALUATION

Following the end of the Green Living Series, the organisation agrees to complete an evaluation survey and provide feedback to Council about the activity and the Green Living Series.

9. RISK MANAGEMENT

9.1. The organisation acknowledges and agrees that a Council staff member must be present at the venue for the duration of the activity.

9.2. The organisation must immediately notify the Council staff member of any incidents, accidents, emergencies or damage that occurs during the activity or as a result of the activity.

10. PRIVACY

10.1. The organisation must comply with the *Privacy and Data Protection Act 2014* in respect of participants' personal information.

10.2. Following the end of the Green Living Series, the organisation must:

(a) destroy or delete all personal information of participants collected for the activity;

(b) notify Council that the personal information has been deleted or destroyed, as applicable; and

(c) not keep any copies of the personal information in any form whatsoever.

11. INSURANCE

- 11.1. The organisation must hold and maintain public liability insurance in a minimum amount of \$20 million per single event and must submit a copy of its certificate of currency with its application.
- 11.2. The organisation acknowledges and agrees that it is responsible for insuring its own property and equipment and is also responsible for maintaining appropriate insurances for its employees, volunteers and contractors.

12. INDEMNITY

- 12.1. In this clause, the following definitions apply:
- (a) 'Claim' includes all demands, rights, actions, suits or proceedings of any kind; and
 - (b) 'Liability' includes all costs (including legal costs), damages, expenses and losses of any kind.
- 12.2. The organisation participates in the Green Living Series and runs the activity entirely at its own risk.
- 12.3. The organisation holds harmless and indemnifies Council against all Liability that Council may incur in respect of any Claim, including Claims relating to:
- (a) loss of or damage to property;
 - (b) death or personal injury;
 - (c) a breach of any third party's intellectual property rights;
 - (d) the organisation's breach of these terms and conditions or any law;
 - (e) an unlawful or negligent act or omission of the organisation in connection with the Green Living Series and/or the activity; and
 - (f) Council's cancellation of the Green Living Series or the activity in accordance with clause 13 of these terms and conditions.

13. CANCELLATION

- 13.1. The organisation must run the activity regardless of the weather conditions unless Council deems it unsafe to do so and notifies the organisation accordingly.
- 13.2. Notwithstanding any other clause of these terms and conditions, and regardless of whether the organisation's participation in the Green Living Series, or the inclusion of an activity in the Green Living Series, has been confirmed by Council, Council reserves the right to cancel the Green Living Series or an activity at any time, acting in its absolute discretion.
- 13.3. Council reserves the right to cancel an activity and revoke the organisation's participation in the Green Living Series where the organisation has submitted false, inaccurate, insufficient or misleading information in its application, or otherwise.

14. GENERAL

The organisation:

- 14.1. is responsible for the conduct and behaviour of its employees, volunteers and contractors, including in respect of compliance with these terms and conditions;
- 14.2. must follow all directions of Council officers and emergency services during the activity;
and
- 14.3. must comply with all laws, rules and regulations in relation to the activity.

15. NO RELATIONSHIP

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

16. BREACH

Any breach of these conditions may, at the option of Council, result in cancellation of the organisation's activity and revocation of its participation in the Green Living Series, and/or further applications by the organisation not being accepted.