

2021 GREEN LIVING SERIES COMMUNITY EVENT TERMS AND CONDITIONS

These terms and conditions apply to community events included in and run as part of Council's 2021 Green Living Series. By submitting a 2021 Green Living Series Community Event Application Form, applicants agree to be bound by these terms and conditions.

These terms and conditions should be read together with the application, any relevant 2021 Green Living Series information made available by Council, including any relevant Council correspondence.

1. APPLICANTS

- 1.1. To be eligible to submit an application, the applicant must be an individual, business or not-for profit organisation which holds a current, active ABN.
- 1.2. The person submitting the application on behalf of the group or organisation is jointly and severally liable together with the organisation to ensure compliance with these terms and conditions.

2. APPLICATIONS

- 2.1. To submit an application, applicants must submit a properly completed 2021 Green Living Series Community Event Application Form including a Green Living Series Activity Safety Checklist and COVID-Safe Plan, at least 14 days prior to your proposed event date. Applications which are in complete or which are received less than 14 days prior to your proposed event date will not be accepted.
- 2.2. Applications will be reviewed by Council staff who will select up to 20 applicants to run their event, to be targeted towards Wyndham residents, as part of Council's 2021 Green Living Series. Applicants will be notified of the outcome of their application by email within 30 days of submitting their application.
- 2.3. Applicants acknowledge and agree that their participation in the 2021 Green Living Series is not confirmed until Council has advised them in writing that their application has been successful.
- 2.4. Applicants agree to immediately notify Council of any changes to their application, including the request to withdrawn their application by emailing green.living@wyndham.vic.gov.au.

3. EVENT

- 3.1. Successful applicants must run their event at the venue on the date(s) and time(s) in accordance with their application, or as otherwise advised by Council.
- 3.2. Event must not be run for the purpose of generating a profit. Successful applicants may only charge participants a fee for the event to cover the cost of take-home materials provided to event participants.

4. VENUE AND EQUIPMENT

- 4.1. Applicants must have provisionally booked their proposed venue prior to submitting their application.

- 4.2. If Council deems that the proposed venue is not appropriate for the event, the applicant must find an alternative venue. Council may elect to assist the applicant in finding such a venue.
- 4.3. Successful applicants are responsible for providing all personnel and equipment required to run their event.
- 4.4. Successful applicants must ensure that all electrical equipment used at the event is tested and tagged. Equipment which has not been tested and tagged must not be used.

5. EVENT BOOKINGS

- 5.1. Unless Council agrees otherwise, successful applicants are entirely responsible for taking and managing participant bookings for the event.
- 5.2. Successful applicants must include all information, including disclaimers and privacy statements, as provided by Council in their event booking information.
- 5.3. Successful applicants must provide Council with event booking details and information on request.

6. WORKING WITH CHILDREN CHECKS

Where the event's target audience includes persons under the age of 18 years, applicants must ensure that all persons involved in running the event hold a valid Working with Children Check. Applicants 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 applicant must provide a high-resolution, digital copy of its logo with its application. The applicant agrees that Council may use this logo to promote the event and the 2021 Green Living Series generally.
- 7.2. Council will, acting in its entire discretion, promote the successful applicant's event in its promotional material relating to the 2021 Green Living Series.
- 7.3. Applicants must not promote their event prior to Council's written confirmation that the event will be included in the 2021 Green Living Series.
- 7.4. Applicants must not use Council's logo without Council's prior written consent.
- 7.5. Applicants must not promote any private or commercial businesses or political views or otherwise use any messaging in relation to the event that does not relate to green or sustainable living.
- 7.6. Adequate signage must be displayed at the event on the day of the event.

8. EVENT EVALUATION

Following the end of the event and/or the 2021 Green Living Series, successful applicants agree to complete an evaluation survey and provide feedback to Council about the event and the 2021 Green Living Series.

9. RISK MANAGEMENT

- 9.1. Successful applicants agree that all persons involved in running the event must attend an induction meeting with Council at a time, date and location to be notified by Council.
- 9.2. Successful applicants must comply with their COVID-Safe Plan and their Green Living Series Activity Safety Checklist at all times when running their event.
- 9.3. Applicants acknowledge and agree that a Council staff member may be present at the venue for the duration of the event.
- 9.4. Successful applicants must immediately notify Council of any incidents, accidents, emergencies or damage that occurs during the event or as a result of the event.

10. PRIVACY

- 10.1. Successful applicants must comply with the *Privacy and Data Protection Act 2014* in respect of participants' personal information, and must only collect participants' personal information that is necessary to facilitate the event bookings.
- 10.2. Following the end of the 2021 Green Living Series, successful applicants must:
 - (a) securely destroy or delete all personal information of participants collected for the event;
 - (b) notify Council that the personal information has been securely deleted or destroyed, as applicable; and
 - (c) not keep any copies of the personal information in any form whatsoever.

11. INSURANCE

- 11.1. Applicants 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. Applicants acknowledge and agree that they are responsible for insuring their 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. Successful applicants participate in the 2021 Green Living Series and run the event entirely at their own risk.
- 12.3. Successful applicants must indemnify and hold harmless 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 applicant's breach of these terms and conditions or any law; and
- (e) an unlawful or negligent act or omission of the applicant in connection with the 2021 Green Living Series and/or the event.

13. CANCELLATION

- 13.1. Successful applicants must run their event regardless of the weather conditions unless Council deems it unsafe to do so and notifies the applicant accordingly.
- 13.2. Notwithstanding any other clause of these terms and conditions, and regardless of whether the applicant's participation in the 2021 Green Living Series, or the inclusion of the event in the 2021 Green Living Series, has been confirmed by Council, Council reserves the right to cancel the Green Living Series or an event at any time, acting in its absolute discretion.
- 13.3. Council reserves the right to cancel an event and revoke an applicant's participation in the 2021 Green Living Series where the applicant has submitted false, inaccurate, insufficient or misleading information in its application, or otherwise.

14. COMPLIANCE WITH TERMS AND CONDITIONS, DIRECTIONS AND LAWS

Successful applicants:

- 14.1. are 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 event; and
- 14.3. must comply with all laws, rules and regulations in relation to the event.

15. NO RELATIONSHIP

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

16. BREACH

Any breach of these conditions may, at the option of Council, result in cancellation of the applicant's event and revocation of its participation in the 2021 Green Living Series, and/or further applications by the applicant not being accepted.

17. GENERAL

- 17.1. Council accepts no responsibility for late, lost, incomplete, invalid or corrupt applications.

17.2. Council reserves the right to modify these terms and conditions at any time without prior notice.

17.3. Council's decisions are final and no correspondence will be entered into.