

MAJOR EVENT APPLICATION

GENERAL TERMS AND CONDITIONS



1. GENERAL

- a. The applicant has contacted the events approval team at the City and discussed the availability of the planned event site and event requirements prior to submitting this application.
- b. The applicant agrees to supply correct and honest information on any forms, documents, plans, or other instruments requested by the City.
- c. The applicant understands not supplying valid information in the required form and / or timeframes may result in delays in processing, additional fees and charges, or the declining of the application.
- d. The applicant agrees to pay all fees and charges by the due date determined by the City.

2. APPLICATION CONDITIONS

- a. Applicants must be over 18 years old and have the capacity and authority to enter into a legal agreement.
- b. Applying does not guarantee a venue booking or an approval will be issued for the activity or event.
- c. The City will assess applications and may seek support from third party stakeholders in determination of issuing an event approval.
- d. The applicant acknowledges that through the application process, the City or other external agencies may request additional conditions or requirements to the event approval.
- e. Should an event application be delayed or declined, the City takes no responsibility for any third-party commitments that the applicant has entered into.
- f. No activity or work can begin at the site until an event approval is issued.

3. SUPPLYING FALSE OR MISLEADING INFORMATION

- a. Supplying falsified, misleading, or purposely withholding information may result in changes to application conditions, fees, delay in event approval or application termination.

4. RIGHTS TO AMEND OR CANCEL

- a. After submitting the application but before the conclusion of the approval or notification period, either the Applicant or the City may request changes to the application.
- b. The changes, and terms must be agreed to in writing by both parties before they can be endorsed and may result in added fees being charged.
- c. The City reserves the right to close or restrict access to an event site, cancel or amend an application/approval to:
 - i. remove or address any unsafe situations;
 - ii. manage emergency or critical incidents;
 - iii. respond to changed weather, fire, or security conditions;
 - iv. undertake urgent maintenance or repairs;
 - v. allow alternative use of the space; or
 - vi. manage the non-compliance of an event approval condition.
- d. The City will not be responsible for any unexpected situations that may affect the event or access to an event location such as; storm damage or weather extremes, road closure, vandalism, antisocial behavior, theft, damage, or the hostile action of other persons.

5. DEPOSIT, BOND, AND FEE PAYMENTS

- a. A non-refundable application fee is payable at application submission for Major Events.
- b. Unless prior arrangements are made with the City in writing, you will need to pay the balance of any applicable fees, charges, and full payment of any applied bond prior to the issuing of an event approval.
- c. The return of the bond or City services deposit will only occur once all inspections and restoration/maintenance periods have expired.
- d. Should the City be required to undertake repairs, the costs will be deducted from the bond prior to it being considered for return. Should the damages exceed the value of the bond, an invoice will be raised.

6. SPECIAL CONDITIONS

- a. The City may add special conditions or make changes to the event approval.
- b. In case of any conflict between these Application General Terms and Conditions and any event approval special conditions, the later shall take priority.

7. PUBLIC LIABILITY INSURANCE

- a. The applicant acknowledges and agrees to have and maintain public liability insurance for the Event as a condition of approval. The applicant is and remains liable for any Claim arising out of or in the course of, or caused by, the applicant's use of the event site, and the Event or any directly or indirectly associated activity. In this clause, Claim means each and every claim, demand, writ, summons, action, suit, statutory obligation or requirement, direction, prosecution, proceeding, judgment, order, decree, damages, costs (including legal costs), loss and expense of any nature.
- b. The applicant agrees to fully indemnify the City against:
 - i. any liability, loss, claim or proceeding caused by any negligent act or omission or willful misconduct or breach of statute by the applicant, it's employees', agents, subcontractors or interested parties; and
 - ii. any breach of the conditions of hire or use by the applicant, it's employees', agents, subcontractors or interested parties; and iii. any injury to any person, or any damage to any property which may occur in connection with the hire or use of the local government property, public amenity facility, thoroughfares and public places.

8. LEGAL

- a. References to the Applicant refers to the person submitting the application or any person or entity the Applicant is acting for or on behalf of.
- b. References to the City refers to the City of Nedlands as a local government or an employee thereof.
- c. The Application General Terms and Conditions are written in accord with the Local Government Act 1995 and any subsidiary legislation made thereunder.
- d. The applicant must not unreasonably withhold permission to share relevant information.
- e. This clause shall survive the termination of the Agreement.

The Applicant must have read and understood the Major Event Application General Terms and Conditions and acknowledge that the progression of any application and subsequent approval is dependent on complying with these conditions.