

Events Application



Contact the Events Team

Address:Administration Building, 3 Peel St, Mandurah WA 6210Phone:08 9550 3840Email:eventsteam@mandurah.wa.gov.auWebsite:mandurah.wa.gov.au/explore/whats-on/organise-an-event

Application Requirements

Event Applications for the City of Mandurah are a requirement should your event comply with one or more of the following categories:

- The event is targeting the whole community
- The event is a gathering of people for a common purpose at any one time
- The event is a one-off or irregular occurrence outside the normal activity of your organisation e.g. carnival

This Event Application form outlines the requirements that must be met in order to gain approval to hold your event, regardless of the type i.e. sport, recreation, community, music, entertainment, arts and culture etc.

This form aims to simplify the process of issuing and obtaining your event approval for both parties and to provide the necessary information to ensure your events' success.

Please note:

- This form is intended as a guide to the City of Mandurah requirements and is subject to change or amendment.
- The City accepts no liability for any failure of the applicant to conduct any event by reason of reliance on the information provided in this package.
- There may be other requirements which the City may not be aware of and may be necessary for you to obtain to conduct the event.
- Depending on the scope of the event, the application may require additional information, permits, approvals and/or supporting documentation.
- You should satisfy yourself that no other permission or licenses are required before making an application to the City of Mandurah.
- In reviewing your application, the City of Mandurah will have to consider the likely impact on residents e.g. noise or nuisance, alcohol consumption, number of patrons and any additional factors.
- Applications and approvals for an event are not transferable. Therefore, you, the Event Organiser cannot transfer Council approval for an event to an alternative venue, date or time without advising Council.

All events are not approved until the City of Mandurah is satisfied with all sections of the application form and event details. You, the Event Organiser may not market, advertise, sign post or proceed with the event until a letter of acknowledgement is received from the City, and all conditions met.

Application Process

There are various departments within the City that can provide advice and access event applications. The City's External Events Officer is the conduit to these departments, and will be your main contact throughout the entire process.

- **STEP 1:** Discuss your plans with the City Events Team. Should your event meet the application requirements, commence an online Events Application via the form.
- **STEP 2:** Read our online Information Guide for Event Organisers to assist in the creation of your application. The Information Guide is an FAQ styled guide, to assist how to host an event within the City.
- **STEP 3:** Commence your planning. You may need to obtain various permits, licenses or supplementary documents prior to submitting your application. These are listed under <u>Permits/Documents to Obtain</u> and further detailed in the Information Guide for Event Organisers.
- **STEP 4:** Review and sign the <u>Events Terms and Conditions</u>.
- **STEP 5:** Upon completion of your application please submit the following items electronically via email to the Events team:

A detailed Event Application Form

A detailed layout of the event/site plan

A copy of the organisations Public Liability Insurance

A copy of the organisations Liquor License, if applicable

Signed Terms and Conditions

Ensure any further supporting information such as licenses, permits or City required applications are also attached. These are listed under <u>Permits/Documents to Obtain</u> and further detailed in the Information Guide for Event Organisers

STEP 6: An External Events Officer will be in contact with you shortly.

Please note:

- All applications are to be submitted AT LEAST 8 WEEKS PRIOR to the event.
- Your application will not be accepted without a signed copy of the T&C's.
- Fees are charged for health services assessment.
- If applicable, fees are charged for reserve/public space hire, bin hire, temporary food stall approvals and applications to hold a non-conforming noise event.
- Other fees may apply.

Event Application Form

EVENT DETAILS

Event name/description

Event date:

Event start/end time:

Set up start time/date:

Pack up finish time/date:

Public or private land:

Proposed venue details: (name and address of reserve, facility or public open space)

Primary purpose of event:

Expected attendance overall:

Maximum expected attendance at one time: Risk management plan required for more than 1000

Proposed ticket price:

ORGANISER'S DETAILS

Name of event:

Contact person/organisation:

Address:

Postcode:

Phone/mobile:

Email:

Are you a not-for-profit or charitable organisation?

No

Yes

If yes, please provide proof of registration:

Event Application Form

PLEASE TICK ALL OF THE FOLLOWING THAT WILL BE APPLICABLE

Large structures/stages

(over 55m² or requires stakes larger than 300mm to be installed in the ground). See Page 1 of the Information Guide

Marquees/gazebos

(3×3m² or 6×3m² marquees only or tents that will have pegs no larger than 300mm installed in the ground). See Page 2 of Information Guide

Vehicle access to public reserve required

See Page 2 of Information Guide

Bin hire: General Recycle Fees apply

Parking space closures/reserved spaces See Page 2 of Information Guide

Road closures See Page 3 of Information Guide

Night time event (after 10pm) See Page 3 of Information Guide

Amplified noise (music, bands, PA system) Fees may apply. See Page 3 of Information Guide **Public interest signs/road signs installed** See Page 4 of Information Guide

Food sales from temporary food stalls See Page 6 of Information Guide. Fees may apply

Food sales from registered food businesses (i.e. mobile vans) See Page 6 of Information Guide

Amusement rides/bouncy castles See Page 7 of Information Guide

Water event See Page 8 of Information Guide

Fireworks See Page 8 of Information Guide

Licensed area/venue Expected max numbers in licensed areas:

See Page 9 of Information Guide

PROPOSED PERMANENT AND TEMPORARY/PORTABLE TOILETS AT THE EVENT

ТҮР	E	MALE MC	MALE URINAL	MALE WASH BASINS	FEMALE WC	FEMALE WASH BASINS	UNIVERSAL ACCESS TOILET	UNIVERSAL ACCESS WASH BASINS
#								

Developing a Site Plan

A detailed layout of the event is to be included with the application form. Example site plan below to be used as a guide only and will require different information depending on individual event:

PLEASE ENSURE THE FOLLOWING ARE INDICATED ON THE MAP (IF APPLICABLE)

Stage (incl. measurements) Food Stalls

Electricity Cables

Parking Areas

Site Signage

Seating

First Aid Post(s)

Fenced off Areas (incl. measurements)

Emergency Exits (incl. widths)

Lighting

Vehicle Access Points

Location of Marquees, tents (m²)



Events Terms & Conditions

The following document outlines the Terms and Conditions when hosting an event within the City of Mandurah. This document is to be signed by the Event Organiser and submitted with the Event Application form.

1. Booking Application

Usage of the City's facilities or reserves must be applied for by completing the relevant application form and returning the completed form to the Events Team at least 30 days before the use of the facility is required.

The completed form can be returned by:

- a. Mail Events Team, City of Mandurah, PO Box 210, Mandurah WA 6210
- b. Email to eventsteam@mandurah.wa.gov.au
- c. In Person 3 Peel Street, Mandurah.

2. Confirmation of Booking

All bookings will be confirmed in writing. All Event Organisers must follow all of the procedures outlined in the Events Application form and these terms and conditions. The Hirer will be responsible for ensuring the use of the Facility/Reserve complies with the approved purpose and other conditions of hire.

Any Event Organiser granted approval to use a City Facility/Reserve is at no time permitted to sub-lease or make it available for hire to any other individual or group. Should this occur it will result in the immediate cancelation of the hire and all monies paid will be forfeited. Unauthorised use or entry to a facility at any time without written consent from the Council will result in legal implications.

3. Payment Options

Event bookings are required to pay their account prior to the event and any key collection.

For payment options please review the below.

4. Cancellations

All cancellations must be submitted in writing to the Events Team and a receipt acknowledged in writing. For all Casual Hirers bookings that are cancelled within:

- a. 1 calendar month of the event will have a 50% hire fee retained; and
- b. 14 days of the event will have a 75% hire fee retained.

Any monies to be refunded to the Hirer will be calculated and returned within 21 days of the notification of the cancellation.

5. Schedule of Fees

Compliance with the City's Event Pricing Policy and Schedule of Fees for Facility/Reserve booking forms part of these conditions.

6. Usage Times

Approval to use a City of Mandurah Facility and/or Reserve applies only to the times and dates outlined on the booking confirmation. You must allow for set-up and clean-up times on your Events Application form.

If the function extends past the approved time, additional hire fees will be charged. This is also subject to below. Under no circumstances is any function to extend beyond 12 midnight. Premises must be vacated and no loitering is permitted.

7. Keys

Keys are to be obtained from the City's Administration Building, (City of Mandurah 3 Peel St, Mandurah) between 1:00 pm and 4:30 pm weekdays on the day of or one working day prior to the booking date.

Keys will not be issued unless all monies associated with the booking are paid, appropriate documents provided and the Terms and Conditions are signed.

If you cannot collect the keys during these hours, alternative arrangements must be made with the City at least 5 working days prior to scheduled date of the booking.

The keys must be returned the same day or one working day after the booking date.

8. Cleaning and Rubbish Removal

It is the responsibility of the Event Organiser to leave the facility clean and tidy and to supply all cleaning products and equipment required. All food scrapes, rubbish, decorations and equipment are to be removed and in the case of tables and chairs correctly stored at the completion of each booking. Limited rubbish bins provided, with additional bins available for hire.

All cleaning must be completed by the time specified in the booking. If contract cleaning is required as a result of your booking, a separate charge or forfeiture of your bond will occur.

It is the Event Organisers responsibility to provide any equipment necessary to ensure that the premises are left clean and tidy. No cleaning equipment is provided by the City, this includes mops, vacuum cleaners etc.

9. Equipment

The setting up, stacking and storage of tables, chairs and other equipment is the responsibility of the Event Organiser. For safety reasons, chairs must only stacked 10 chairs high. Chairs and tables must be returned to the allocated storage area at the end of the hire period, failure to do so will incur a cleaning cost or a deduction from the bond.

10. Advertising and Signage

The Event Organiser must not advertise their event by any medium including flyer's, newspapers, poster or social media without the prior consent of the City of Mandurah, especially where their logo is to be used which must be obtained in writing. Please see the Information Guide for further information.

11. Attendance Capacities

Attendance must not exceed the accommodation capacities determined by the Department of Health. In the event that such numbers are exceeded, the Event Organiser takes full responsibility for any legal action such as the termination of the event.

12. Security

Licensed security is mandatory for any event deemed to be high risk or as requested by the City. For any other function where alcohol is to be provided, it is strongly recommended that security be arranged.

The event must be registered with the WA Police on www.police.wa.gov.au.

- Payment and a copy of the security provider's public liability insurance certificate of currency; and
- b. Registration with the WA Police.

Failure to do so will result in the withholding of keys until the requested documents are provided.

13. Consumption of Alcohol

The Event Organiser must comply with provisions of the Liquor Licensing Act 1988. Alcohol is strictly prohibited on any Public Open Space or Reserve area.

No alcohol is to be sold at any facility without the appropriate licenses being obtained from the Dept of Local Government, Sport and Cultural Industries. Allow a minimum of 30 days for the application process.

It is strongly recommended that alcohol is not served in glass containers and should only be served in cans or plastic cups. Supply of bulk alcohol (i.e. in kegs) will incur a higher bond.

The consumption of alcohol is restricted to indoor premises only. Consumption of alcohol for outdoor events will need an occasional license from the department of Racing, Gaming and Liquor.

The Event Organiser is to disclose this information at the time of hire of the Facility/Reserve.

14. Smoking

Smoking is strictly prohibited in all City of Mandurah Facilities and/or Reserves. Smoking must be restricted to outdoor areas only and any discarded butts disposed of appropriately.

Smoking is not allowed within 5 meters of a public entrance to an enclosed public place and within 10 meters of air conditioning intakes or playgrounds.

15. Safety

It is the Event Organisers responsibility to ensure that the safety of all persons attending the event. All electrical cords, fittings, switches and other electrical appliances used by the Event Organiser or another person on their behalf must comply with all Australian Standards and display a current electrical test tag. The Event Organiser will use its best endeavors to ensure the safety of all persons attending the activity/ event.

In light of the Covid-19 Pandemic the Event Organiser must at all times ensure that:

- all people using the facility/reserve are complying with the State Government issued Guidelines in relation to COVID-19 and Sports and Recreation activities; and
- b. their COVID-19 Safety Plan is prominently displayed; and
- c. in the event that the Guidelines or COVID-19 Safety Plan are not being complied with, that all activities stop immediately.

16. Indemnity

Upon acceptance of the hire, the Event Organiser undertakes to hold the City of Mandurah indemnified against:

- All claims, losses, actions, damages, costs (including legal costs) and expenses whatsoever arising out of or in connection with the hiring of the venue, including:
- Personal injury (including death or disease) to the Event Organiser or any invitee or third party unless and then only to the extent that the Event Organiser proves said injury was due to the negligence of the City;
- c. Loss of or damage to any property owned by the Event Organiser, the City or any third party, and;
- d. Breach or non-compliance with any statute or regulation or local law of any public, municipal or other authority.

17. Lock Up Procedure

The Event Organiser shall ensure that all lights are turned off and any doors, windows and gates locked at the completion of the event. Failure to secure the premises could result in a Ranger call-out.

18. Call-Outs

Should a City of Mandurah Ranger be called out as a result of the Event Organiser's non-compliance with any condition of hire, a call-out fee will be charged at the minimum of 3 hours.

The Ranger shall have authority to terminate the hire arrangement forthwith in the event of non-compliance if in the reasonable opinion of the Ranger the breach is likely to continue.

Should a Police call-out be required and/or a noise abatement notice issued as a result of the Event Organiser's failure to comply with a noise warning this will result in full forfeiture of the bond.

19. Damage

The Event Organiser is responsible for conducting an inspection of the Facility/Reserve at the commencement of the hire. All damage discovered is to be reported immediately to the City:

- a. During business hours to the Events Team
- b. After hours on (08) 9550 3777, otherwise the damage will be deemed to have occurred during the course of the hire.

The Event Organiser accepts responsibility for all damage, breakages or loss to the City's property or equipment caused during the hire of the Facility/Reserve. The Event Organiser will bear all costs to repair or replace damaged/stolen property or equipment. The driving of nails, tacks, screws etc. into walls or furniture is forbidden.

The Event Organiser accepts responsibility for all damage or breakages to the surrounding facilities/area as a result of the event. This includes but isn't limited to damage to parking bollards, reticulation, underground piping, trees, shrubs, fences, grass, lights etc.

It is the Event Organiser's responsibility to phone 'Dial before you dig' to enquire about any underground services before digging or hammering any tent pegs or similar items into the ground. The cost of repairs/replacement for any damage or missing items will be borne by the Event Organiser and deducted from the bond.

In the event that the costs exceed the bond, the Event Organiser will be invoiced for the remaining amount. Failure to pay will result in a debt to the City and legal action will be taken to recover any monies owing.

20. Bond

Bond amounts are in accordance with the agreed Events Fees and Charges. Failure to pay the correct bond amount stipulated in your contract by the due date will render any booking or agreement void.

Failure to comply with these Terms and Conditions outlined in this document and any Contract/s will result in the forfeiture of all or a portion of the bond.

For Seasonal and Annual Hirer bonds, the City has the right to apply your bond to any breach of the conditions including the failure to pay seasonal accounts, late cancellation of booking fees, unauthorised use or any other reason as deemed necessary by the City. Should the available Seasonal or Annual bond amount fall below \$100 due to deductions then replacement funds up to the initial amount will be required.

21. Repayment of Bond

The Event Organiser acknowledges that failure to comply with all or any of these conditions may result in a forfeiture of all or a portion of the bond and that the City reserves its right to impose additional charges for cleaning, repair of damage and/or as mentioned in Section 20.

The Event Organiser acknowledges that a breach of the hire arrangement may result in the City refusing to agree to any future hiring to the applicant, including any future confirmed bookings.

22. Compliance with Local Laws

The Event Organiser must comply with all City of Mandurah Local Laws. If the Event Organiser intends to sell food at the venue, the Event Organiser must obtain a permit from the City's Environmental Health Services (Section 28 refers) and other appropriate trading permits.

23. Compliance with Legislation

The Event Organiser must comply with the provisions

of all State and Commonwealth legislation and in particular the Food Act 2008 & Health (Public Buildings) Regulations 1992, Environmental Protection Act 1986 and the Environmental Protection (Noise) Regulations 1997.

The Event Organiser acknowledges that a breach of the above Act and Regulations may result in enforcement action by Police or Environmental Health Officers including the issuing of a Noise Abatement Direction which can result in a maximum penalty of \$25 000, Infringement Notices \$250 or \$500 and/or the seizure of noisy equipment.

24. Vehicle Access

No vehicle access is authorised to access any facility, reserve or open public space without obtaining prior consent from the City. The Event Organiser will be responsible for any damage caused by the vehicle to any property belonging to the City.

No more than two (2) vehicles/trailers on the reserve or beach at any one time and must only be vehicles necessary to set up or run the event. Where possible the vehicle/s should be removed after the equipment is dropped off.

The vehicles must be comprehensively insured and registered. The City shall not be held liable for any loss or damage to other property or persons caused by the vehicles.

25. Tents/Marquees

No tent or marquee is to be erected at any facility, reserve or public open space area without obtaining prior consent from the City. No stakes and/or pickets are to be placed into any part of the ground without the City's consent in order not to damage reticulation.

The Event Organiser is also required to 'Dial before you dig' to check on services not covered by the City such as Western Power and WaterCorp.

Any repair to damaged underground services will be at full cost to the Event Organiser.

All pegs, stakes etc. are to be removed to avoid damage to equipment.

26. Amusement Activities

All amusement activities including but not limited to:

- a. Bouncy castles or similar;
- b. Petting zoos;
- c. Motorised activities; or
- d. Pony rides, etc.

Require public liability insurance for at least \$20 million dollars. A copy of the Certificate of Currency is to be provided to the Events Team prior to the collection of the keys.

Events where the public is attending will be required to provide a copy of the Class 1 WorkSafe certificate or a copy of the WorkSafe plant registration certificate relating to the amusement activity.

27. Insurance

If you are hosting an event more than 12 times in a calendar year, you will need to provide Public Liability

Insurance to the value of \$20,000,000.

If you are hosting an event 12 times or less in a calendar year, and are a non-commercial, non-profit making and non-incorporated Event Organiser, you are covered under the City's *Casual Users Liability Insurance*. If you are hosting an event 12 times or less in a calendar year and you are a sporting body, club, association, corporation or incorporated body, you will need to provide current Public Liability Insurance for the value of \$20,000,000.

Regardless of the above, if your event is open to the public, you will need Public Liability Insurance for the value of \$20,000,000. A certified copy of the Certificate of Insurance is to be attached to the *Event Application form*. Failure to provide evidence of insurance entitles the City to revoke the hire agreement.

28. Sale of Food

If you intend to sell food you are required to complete an *Application to Sell Food from a Temporary Food Premise* form to be submitted to Environmental Health Services at healthservices@mandurah.wa.gov.au

29. Line Marking

Permission is required from the City prior to any line marking. All line markings on reserves are the responsibilities of the Event Organiser. Only waterbased paint must be used – other materials are prohibited due to the toxic effects on both people and reserves. Failure to use correct product for line marking will incur maintenance charges to fix the turf area affected.

30. Compliance with Legislation

The Event Organiser must comply with the provisions of all relevant State and Commonwealth legislation and in particular, the *Environmental Protection Act 1986* and the *Environmental Protection (Noise) Regulations 1997*. The Event Organiser acknowledges a breach of the *Environmental Protection Act 1986* may result in enforcement action by Police or Environmental Health Officers including the issuing of a Noise Abatement Direction, which can in the event of non-compliance, lead to a maximum penalty of \$25,000, Infringement Notices \$250 or \$500 and/ or the seizure of noisy equipment.

31. Special Conditions

The Event Organiser acknowledges that any special conditions set out in the booking confirmation shall apply and be incorporated in this agreement. In the event of any conflict between these conditions and the special conditions, the latter shall take priority.

32. Cancellation of Bookings by the City of Mandurah

The City may need to cancel or reschedule a booking to allow alternative use of the Facility/ Reserve or to undertake maintenance. In this instance, every effort will be made to ensure that the Event Organiser is given at least 21 days notification to make alternative arrangements.

I being the duly authorised representative of the applicant in endorsing this application accept full responsibility for the above event and will ensure compliance with the Terms & Conditions, Guidelines and Procedures for Regular Event and Conditions of Events.

Signature

Date

Permits & Licences

Depending on the scope of the event, supplementary applications, certifications or documentation may be required as part of an application. Some must be obtained prior to completing an application, and others to be submitted as part of the event application.

- Access/egress plan for vehicle access
- Amusements documentation
- Application to consume alcohol at a council facility
- Application to hold an aquatic event
- City parks assessment or approval
- Event accessibility
- Event checklist
- Event parking plan
- Fireworks approvals
- Form 5 electrical certification
- Health services assessment or approval
- Health services event assessment fee
- Mandurah police & emergency services
- Non-conforming noise event application form
- Occasional liquor license
- Online event application form
- Operational services events on road
- Public liability insurance
- Ranger services (parking/temporary)
- Recreational services assessment or approval
- Risk management and evacuation plans
- Signage requests
- Site plan
- Temporary food stall application
- Traffic management plan
- Working with children checks

City of Mandurah Events

E: eventsteam@mandurah.wa.gov.au T: 08 9550 3840 3 Peel St, Mandurah WA 6210 PO Box 210, Mandurah WA 6210 mandurah.wa.gov.au

