

# Christmas Pageant Float Entrants Terms and Conditions

## Welcome

Thank you for your interest in the annual City of Mandurah Christmas Pageant.

**Proposed Event Date: Friday 4<sup>th</sup> December 2026**

We suggest you have the following information prepared before starting the online application:

- A description/sketch of your Pageant Float design and vehicle dimensions
- A copy of your Public Liability Insurance (minimum \$20 million)
- A copy of your Product Liability Insurance (minimum \$10 million)
- A copy of your Worker's Compensation Insurance (if applicable)
- A copy of your Personal Accident and Injury Insurance (applicable if owner-operator)
- A copy of your Volunteer Insurance (if applicable)

## Terms and Conditions

These Terms and Conditions apply between the City of Mandurah ('the City'), a body corporate pursuant to the *Local Government Act 1995* and the pageant entrant ('Entrant') applying and subsequently approved by the City to participate in the Christmas Pageant ('Pageant').

By submitting an application, the Entrant agrees to be bound by these Terms and Conditions.

Headings are for convenience only and do not affect interpretation.

### 1. APPLICATION

- 1.1. Each Entrant is required to supply two adults (over the age of 18) to be Pageant Marshals.
- 1.2. The role of the Pageant Marshal is to line the route of the Pageant and keep the crowds from descending onto the road whilst the Pageant is in progress.
- 1.3. The nominated Pageant Marshals are required to participate at the 'Pageant Marshal Briefing' the week before the event.
- 1.4. Each Entrant is required to provide an Entrant Representative to carry the float leader sign. The role of the Entrant Representative is to walk approximately 3-5 meters ahead of the float for the length of the Pageant route. This role can be shared amongst multiple members.
- 1.5. Incomplete applications submitted to the City will not be considered.

### 2. FLOAT & ENTRANT DESIGN

- 2.1. The height limit of the Entry (vehicles and trailers), including the height of any persons sitting or standing on the Entry, must not exceed 3 metres at its highest point. This is necessary to ensure overhead clearance along certain areas of the Pageant route.

- 2.2. The Entrant must ensure the float entry is capable of safely navigating the Pageant route, including turns and stopping distances.
- 2.3. The total overall length of the float entry, including any towing vehicle, trailer or attachments, must not exceed:
- a) 10m in length for a small vehicle and trailer
  - b) 8m in length for light rigid trucks
  - c) 7m in length for a small coach bus (maximum seating capacity of 12ppl)
- 2.4. If an Entrant proposes a float entry that does not comply with the above requirements, the Entrant must notify the City in writing when submitting its application and provide full details of the proposed variation for the float entry.
- 2.5. Floats that do not meet the above criteria, and have not received prior written approval from the City, will not be able to participate in the Pageant.
- 2.6. Bicycles, skateboards, rollerblades and scooters may only be used as part of a float entry if specified on their application, approved in writing by the City, and if appropriate personal protective equipment is worn. eRideables & eBikes are not permitted in the Pageant.
- 2.7. All Entrants requiring the use of a vehicle and/or trailer must provide the City with a copy of the vehicle registration for the vehicle being used, a copy of the trailer registration for the trailer being used (if applicable) and a photo.
- 2.8. All vehicles being used for the event must be roadworthy, fit for purpose and comply with the City's Safety Checklist for Floats.
- 2.9. Only vehicles and rigid trucks up to and including two axles will be permitted entry into the Pageant. This means no semitrailers or large trucks will be permitted due to difficulties that may be encountered along the route.
- 2.10. All vehicles and floats must have working, fully-visible brakes and brake lights. Any vehicle without working brakes and/or brake lights will be removed from the Pageant.

### **3. VEHICLE DRIVER**

- 3.1. On the event date, all drivers participating in the event as drivers of Entrant vehicles must provide the City with a current driver's licence if requested to do so.
- 3.2. No vehicle whatsoever is to be driven in the Pageant by an unlicensed driver.
- 3.3. All drivers must have a blood alcohol limit of zero when driving a vehicle during the Pageant.
- 3.4. Under no circumstances will drivers with a learner or provisional license be allowed to drive any vehicle in the Pageant.

### **4. SAFETY STANDARDS**

- 4.1. If any participant is positioned on a moving vehicle or float, the Entrant must ensure that suitable fall protection and edge protection are provided and maintained in accordance with all applicable laws, standards (Australian Standard 1657 – 1992) and safety requirements.
- 4.2. Where an Entrant proposes a float entry with a vehicle and walking participants (excluding the nominated float leader), all walking participants must remain behind the vehicle at all times during the Pageant for safety reasons.
- 4.3. All electrical equipment and appliances used in an Entrant's float must have current



and in date (with not less than 6 months validity) test & tag displayed at all times completed by a qualified person to the AS/NZS 3760 Electrical Safety Standard.

4.4. The City may inspect any float entry before or during the Pageant. If in the City's reasonable opinion, a float entry does not comply with safety requirements, the City may refuse participation in the Pageant. Please refer to the attached safety checklist and contact the City on 9550 3840 for any queries.

## **5. PARTICIPATION**

5.1. The Pageant is an alcohol-free, smoke-free and pet-free event.

5.2. The conduct and movement of the Pageant will be controlled by the City, the assigned Police supervisor, security personnel and the nominated Pageant Marshals along the Pageant route.

5.3. All vehicles are required to maintain a 5km speed limit (walking pace) at all times.

5.4. Drivers of vehicles must remain focused on operating the vehicle safely at all times, must maintain spatial awareness of walkers, dancers and Pageant viewers, and maintain a minimum of 5m distance between other Pageant Entrants. Drivers must comply with all directions given by the City, Police, security personnel or authorised marshals.

5.5. The driver's side window must remain closed at all times, and drivers must not engage with spectators while the vehicle is in motion.

5.6. Floats must at all times remain within the designated Pageant route.

5.7. The only Santa Claus character permitted in the Pageant is the Santa arranged by the City for the final float. This is to keep the magic of Christmas alive in the eyes of our youngest viewers.. The City may request an Entrant remove any element that in the City's reasonable opinion, represents Santa Claus.

5.8. The Entrant will comply with all applicable laws, regulations, approvals and standards relevant to its participation in the Pageant.

5.9. The Entrant warrants that its Entry, including any costumes, music, performances, branding, images, slogans or other materials used in connection with the Entry, does not infringe any intellectual property or other rights of any third party.

5.10. The Entrant must communicate all terms and conditions within this document to its participating employees and volunteers to ensure they have understood the requirements.

5.11. The space allocated for the Entrant to participate in the event cannot be reassigned to any third party.

5.12. All participants appearing in the Pageant are expected to perform courteously, in good taste and with the safety of spectators in mind at all times. Entrant's floats must be G-rated and suitable for all ages, with an emphasis on family friendly entertainment.

5.13. All participants in the float entry must be dressed up to demonstrate the floats Christmas theme. This includes adults supervising children.

5.14. Entrants must arrive at the assembly area by 5:30 pm, and the City may refuse participation by any Entrant that arrives late.

## **6. CHILD SAFETY**

6.1. The Entrant is responsible for the care, supervision and safety of all child participants included in their float.



6.2. The Entrant must ensure that an appropriate number of responsible adults supervise child participants at all times, having regard to the age, number and needs of the children. Unless otherwise approved by the City, the minimum recommended supervision ratios are:

- a) 1 adult for every 4 children under 5 years of age; and
- b) 1 adult for every 10 children aged 5 years and over.

6.3. The Entrant must comply with Working With Children Check Legislation (as applicable) and is responsible for ensuring that all persons engaged in child-related work at the Event hold a valid Working with Children Check.

6.4. The Entrant commits to the City to ensure their participant in the Pageant is conducted in alignment with the City's Statement of Commitment to Child Safety and Wellbeing.

6.5. The Entrant commits to immediately taking action to report any child safety concerns to relevant authorisations, and immediately intervene with appropriate action to safeguard the child from any further potential harm or misconduct.

## **7. FLOAT HANDOUTS & GIVEAWAYS**

7.1. Items (giveaways, handouts, float favours etc) must not be thrown from Pageant Entrants into the crowd.

7.2. Items may be passed out in a safe, 'underarm' manner; however, consideration must be given to the nature of the items to be handed out.

7.3. Items of monetary value will not be permitted to be given out along the Pageant route.

7.4. The City may request samples of any proposed handouts or giveaways and may prohibit any item that, in the City's reasonable opinion, is unsafe, unsuitable for a family event, inconsistent with the nature of the Pageant, or likely to create litter, crowding or other operational issues.

7.5. For any questions relating to suitable items, please contact the City on 9550 3840.

## **8. CLEANING**

8.1. All rubbish and equipment must be removed from the Pageant assembly area and the site must be left clean/clear.

8.2. Entrants are responsible for removing rubbish from the allocated site and failure to do so may involve the City, at its absolute discretion, charging the Entrant a fee for clean-up.

## **9. SELECTION**

9.1. All Pageant entries must relate to or be in keeping with the general Christmas season and/or community celebration theme of the event and must be in accordance with the City's values, Plans and Council and City Policies. Entries are not to be used solely as a promotional opportunity for a business or organisation. Entries must have an emphasis on celebrating the holiday season in a family friendly context.

9.2. All entries will be considered by the City and acceptance or otherwise will be advised in writing. All decisions of the City shall be final, and no correspondence will be entered into.



9.3. The City retains the right to not accept, delete and/or modify any aspect of an entry. The City also retains the right to position each entry within the Pageant as it sees fit, giving consideration to content, theme and possible impacts upon other Entrants.

9.4. There are a limited number of Pageant entries for commercial businesses, and preference will be given to floats that promote the Christmas theme and spirit. Acceptance into the Mandurah Christmas Pageant is not guaranteed.

## **10. CANCELLATION**

10.1. The City may cancel, postpone, suspend or modify the Pageant at any time if it reasonably considers that doing so is necessary because of weather, safety, emergency, insufficient participation, operational requirements, or any other circumstance at the City's sole discretion

10.2. To the maximum extent permitted by law, the City is not liable for any loss, cost, expense, damage, loss of opportunity, loss of revenue or consequential loss suffered by an Entrant arising from cancellation, postponement, suspension or modification of the Pageant.

10.3. Each Entrant is responsible for arranging its own insurance for any loss it may suffer in connection with cancellation, postponement, suspension or modification of the Pageant.

## **11. INDEMNIFICATION**

11.1. So far as permitted by law, the Entrant indemnifies and releases the City (including its officers, agents and employees) from all liability (including negligence) for personal injury or accident; any property damage or loss (including loss of opportunity); any claim or breach of third party intellectual property rights; whether direct, indirect, special or consequential, arising in any way out of the Pageant and the Entrant's participation in it (including the Entrant's Float and any persons/participants within the Entrant's control).

## **12. INSURANCE**

12.1. Entrants must ensure they have sufficient insurance to protect against any injury or damage caused to people or property.

12.2. Entrants must have:

- a) Motor Vehicle Insurance for an amount not less than \$20 million for any one event for their float, which endorses the activity (pulling a float) and a minimum \$20 million third party liability.
- b) Product Liability Insurance for a minimum of \$10 million if the Entrant supplies products, foods, samples, or other goods as part of the Entry (if applicable)
- c) Public Liability Insurance for a minimum of \$20 million liability.
- d) Volunteer Accident Insurance to cover volunteers participating in the event on behalf of the Entrant.
- e) Workers Compensation Insurance in place for any employees participating in the event on behalf of the Entrant.

12.3. Community groups who require insurance can access the following website for further information: <http://www.localcommunityinsurance.com.au>



### **13. ADVERTISING**

13.1. Any promotion of products or services which may conflict with the City's sponsorship or commercial arrangements is not permitted. If you are unsure please contact the City by emailing [eventsteam@mandurah.wa.gov.au](mailto:eventsteam@mandurah.wa.gov.au) to seek approval.

### **14. MEDIA & PHOTOGRAPHY**

14.1. Photographs and video footage will be taken of the Entrants and their participants. Photographic permission is given to the City by Entrants and their participants, unless the City is informed otherwise. Photos will be used by the City for promotional purposes, and video footage may be streamed live via social media.

14.2. The City retains intellectual property rights to any photographs taken at the event.

14.3. It is the responsibility of Entrants to have obtained parental permission and release (including photographic permission) from the parent of each child before allowing them to participate in the event.

### **15. PRIZES**

15.1. Judges of the Christmas Pageant will be appointed by the City. The winning float will be chosen by the judges representing the City.

15.2. All decisions of the City shall be final, and no correspondence will be entered into after the floats have been awarded.

15.3. All float entries will be judged in relation to creativity, originality and overall impact. The winner for best float will receive a trophy. This trophy is not exchangeable for cash. In addition, floats awarded First, Second & Third place by the judges will receive the following cash prizes direct deposited into their nominated account:

- a) 1<sup>st</sup> Place \$1000
- b) 2<sup>nd</sup> Place \$500
- c) 3<sup>rd</sup> Place \$250

15.4. Where the Entrant of the awarded float includes a City of Mandurah employee or employee's immediate family member, no prize will be granted, however the award will be recognised with a certificate.

### **16. VARIATIONS**

16.1. These Terms and Conditions may be changed by the City at any time by way of written notice to the Entrant. Written notice may be sent via email or post to the contact address as provided by the Entrant to the City.

### **17. PARTNERSHIP**

17.1. The acceptance of the Terms and Conditions detailed in this application does not constitute a partnership between an Entrant and the City and does not authorise the Entrant to act as an agent for the City.

### **18. GOVERNING LAW**



18.1. The Entrant agrees that the terms and conditions are governed by the Laws of the State of Western Australia.

Note: Failure to adhere to the Terms and Conditions of the event may result in future Pageant applications being declined.

