



## SPECIAL EVENT PERMIT

*Issued for Council footpaths, Council Roads or Council Sporting/Recreation Ground Sites*

### Terms and Conditions

1. The permit holder agrees to indemnify and to keep indemnified the Council, its servants and agents and each of them from and against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against them or any of them arising out of or in relation to the issuing of the permit.
2. The permit holder shall take out and keep current a **PUBLIC RISK INSURANCE POLICY** in the name of the permit holder, insuring the permit holder for the **MINIMUM SUM OF TWENTY MILLION DOLLARS (\$20,000,000)** against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against the permit holder in relation to the activity. **Copy of Insurance required.**
- 2 (a). It is the permit holder's responsibility to ensure any service providers engaged under the Special Event Permit take out and keep current a **PUBLIC RISK INSURANCE POLICY** in the name of the service provider, insuring the service provider for the **MINIMUM SUM OF TWENTY MILLION DOLLARS (\$20,000,000)**. **It is the permit holder's responsibility to check that the supplied Public & Products Liability policy does not exclude any products and/or services that will be provided during the respective event.**
3. The permit holder must provide confirmation of insurance to the Council. Such policy shall bear the endorsement of the Insurer indicating the Insurer accepts the indemnity given by the permit holder.
4. The permit holder, where appropriate, shall ensure that it is licensed or registered to carry out the activity authorised by the issuing of this permit.
5. All applications for bookings must be made on this form and a contact person nominated. Applications need to be submitted a minimum of **seven (7) working days prior to the events scheduled date**. Applications submitted less than seven (7) days notice may be unsuccessful.
6. The permit is not transferable.
7. The permit holder shall comply with and give all notices required by any Act of Parliament, Ordinance, Regulation or By-law relating to the activity.
8. No food or drink will be offered for sale by any permit holder without the prior approval of the Council.
  - 7a. The applicant to provide Council with approvals for any liquor licensing application.
9. No music system or amplified sound to be used by any permit holder without the prior approval of the Council.
10. Stalls and exhibitors' sites will be allocated by the approved event manager, and no allocated sites may be altered without the approval of the agent. If there are any perceived grievances raised, Council retains the right to have final decision rights over site allocation.
11. The permit holder shall ensure that its site or sites are left in a clean and tidy condition at the end of the event. Failure to do so may result in cleaning fees being charged.
12. The use of power from Council power boards by permit holders is not guaranteed. This may be negotiated with Council on a case by case basis.

13. This permit is liable to be revoked by Council if the permit holder fails to comply with a condition of this permit or may be revoked in any other justifiable circumstance.
14. This permit will not come into operation until proof of the appropriate insurance has been provided to the Council and the applicant has received written confirmation of the permit.