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| **Applicant Details** |
| **Name of Applicant:** |  |
| **Mailing address of Applicant:** |  |
| **Name of person submitting the application:**(Only where the Applicant is not an individual. If not applicable write N/A) |  |
| **Position within Applicant:** (Only where the Applicant is not an individual. If not applicable write N/A) |  |
| **Telephone:** |  |
| **Email address:** |  |
| **Event Details** |
| **Event Type:** |  |
| **Event Date:** |  |
| **Event Start Time:** |  | **Event End Time:** |  |
| **Approximate number of attendees:** |  |
| **Park / Reserve:** | Waterfront Park | Rise 6 Oval | Topsail Park |
| Park on Comito Bend | Gangway Park | Windlass Park |
| Merchant Park |  |  |
| **Area:** |  |
| **Acknowledgements and agreements** |
| By signing and submitting this application to Peet Alkimos Pty Limited ACN 119 202 952 (**Peet**), the Applicant acknowledges and agrees to observe the terms and conditions attached (**T&Cs**). The Applicant acknowledges and agrees that:* Peet does not have the authority to issue a licence or permit for the Event or the use of the Park / Reserve;
* as a matter of policy, the City of Wanneroo (**City**) requires any events to be held on public open space within Shorehaven to have the support of Peet before the City will consider issuing a Licence; and
* Peet's support of this application, if given, is conditional on compliance with the T&Cs.
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| **Applicant's signature and endorsement of Peet's support** |
| **Signature of Applicant** as a deed |  whowarrants that s/he has the authority to submit this application and to bind the Applicant to the performance of the T&Cs | **Date:** |
| **Endorsement of Peet's support:** |  | **Date:** |

**TERMS AND CONDITIONS (**T&Cs**)**

# Applications and Approval

* 1. The Applicant warrants that the person submitting this application is 18 years of age or over. The Applicant must on request provide to Peet proof of that person's age.
	2. The Applicant acknowledges that Peet may not consider this application if it is submitted later than 10 business days before the Event Date and that applications for events on a public holiday will not be supported by Peet.
	3. The Applicant must observe all requirements of the City's *Public Places and Local Government Property Local Law 2015*.
	4. The Applicant has no right to conduct the Event until this application has been endorsed with Peet's support and a licence for the Event has been issued by the City (**Licence**). The Applicant must ensure that the person to which the Licence is issued is on site at all times during the Event.
	5. The Applicant acknowledges that it is the responsibility of the Applicant to obtain all other approvals and permits that may be required for the Event, including any liquor and gaming licences (**Other Permits**).
	6. The endorsement by Peet of its support of an Event by Peet is non-transferrable.

# Public Open Space

* 1. The Applicant acknowledges that the Park/Reserve is public open space and that, as such, neither Peet nor the City can provide any exclusive use of the Park/Reserve for the Event and cannot exclude any member of the public from entering the Park/Reserve.
	2. No area may be roped off by the Applicant. The Applicant may not refuse entry to the Park/Reserve to any casual visitor.

# Cancellation

* 1. Peet reserves the right to withdraw its support for the Event subject to giving notice to the Applicant not later than 5 business days prior to the Event Date.
	2. Any cancellation of the Event by the Applicant must be notified to Peet not later than 5 days before the Event Date.

# Parking

* 1. The Applicant must ensure that Event attendees park within designated parking bays. The Applicant acknowledges that illegal parking will not be tolerated by the City.
	2. The Applicant must not permit any vehicular access onto the Park/Reserve.

# Utilities

* 1. The Applicant acknowledges that access to electricity, water and other utilities will not be provided and the Applicant must make its own arrangements.
	2. The Applicant may use stand-alone power sources such as generators. Doing so will be at the cost and responsibility of the Applicant, including the obligation to comply with all relevant legislation.
	3. The Applicant must ensure that any wiring, cords, cables or hoses must comply with all relevant legislation, regulation and safety standards and be secured or clearly marked so as not to form a trip hazard.

# Structures and Equipment

* 1. All set up and clean up for the Event must be completed within the period between the Event Start Time and the Event End Time.
	2. The Applicant must ensure that any gazebo, tent, archway or other structure (**Structures**) to be erected for the Event is held in place with the use of sand bags or alternatives that do not protrude into the ground. Without limit, pegs to secure the Structures are not allowed
	3. The Applicant must ensure that all Structures are secured to prevent dislodgement (including, without limit, due to wind) and so as to prevent risk of injury to people and property.
	4. The Applicant must remove the Applicant's equipment and the Structures immediately after the conclusion of the Event and before the Event End Time, unless a prior arrangement has been made with Peet and the City. Any Applicant's equipment or Structures left after the Event End Time are left at the Applicant's risk.

# Signage

* 1. The Applicant acknowledges that signage for the Event may be permitted by the City subject to compliance with the City's Advertising on Public Open Space Policy.
	2. The Applicant further acknowledges that any request for permission to erect Event signage is to be made to the City, and not to Peet.

# Noise

* 1. Event noise must be controlled by the Applicant and must comply with the *Environmental Protection (Noise) Regulations 1997* (WA).

# Safety

* 1. The Applicant acknowledges that it is responsible for the safety of the Event attendees and for all other persons assisting with the Event.
	2. The Applicant must ensure that there is adequate first aid provision during the conduct of the Event.
	3. The Applicant must comply with all laws in the conduct of the Event including its set up and clean up.
	4. The Applicant acknowledges that, if the City considers the Event to be a high risk function, the City may require licensed crowd control staff at a ratio of staff to attendees as determined by the City.
	5. The Applicant must ensure that no glass, including without limit glass bottles, is used on the Park/Reserve .
	6. The Applicant must ensure that no fires or open flames are lit or used on the Park/Reserve.
	7. In the event of an emergency, the nearest hospital is the Joondalup Health Campus (corner of Grant Boulevard and Shenton Avenue, Joondalup) and the nearest police station is the Yanchep Police Station (110 Yanchep Beach Road, Yanchep).

# Insurance

* 1. The Applicant must maintain adequate insurance for all risks associated with the Event including without limit adequate public liability insurance.

# Clean-up

* 1. The Applicant must, by the Event End Time, remove and properly dispose of all rubbish connected with the conduct of the Event, which rubbish may be placed in the external bins (if any) provided at the Park/Reserve.
	2. The Applicant must ensure that, the Event End Time, the Event Area is returned to a clean and tidy state.

# Release and Indemnity

* 1. The Applicant uses and occupies the Event Area at its own risk and to the full extent permitted by law releases Peet from claims or demands of any kind and all liability in respect of, arising from, in connection with the Event or contributed to by any theft, loss, damage, death or injury to any property or person on the Event Area or otherwise on the Park/Reserve, except to the extent it results from the negligent act or omission of Peet or its agents.
	2. The Applicant is liable for and indemnifies Peet against any claim, liability, loss, damage, death or injury, whether before, during or after the Event which arises from, is in connection with or is contributed to by the Applicant's use and occupation of the Event Area or the use of any other part of the Park/Reserve, any breach of these T&Cs, any breach of the Licence or any Other Permit or any wilful or negligent act or omission of the Applicant or its Event attendees, employees, agents or contractors.

# Shore Café

* 1. The Applicant acknowledges that, for Foreshore Park Events, the use of the Shore Café facilities must be booked separately.
	2. Bookings of the Shore Café can be made by contacting George Bartell on 0400 122 292.

# Social Media

* 1. Peet encourages the use by the Applicant of the #Shorehavenlife hashtag in the Applicant's promotion of the Event on social media platforms.