



# APPLYING TO HOLD AN EVENT OR ACTIVITY, USEFUL PERMIT INFORMATION AND APPLICATION GENERAL TERMS AND CONDITIONS

## USEFUL INFORMATION FOR AN EVENT PERMIT APPLICATION

- **Why do I need to apply for a permit?**
  - The City of Perth uses its parklands and public spaces for many events and functions, from social activities to festivals, concerts, and carnivals. An approval process follows all local and state laws helping to make sure all people can enjoy the spaces in a safe and lawful manner.
- **What is the difference between an event and a social gathering?**
  - The Event Approval team will assess an Event Permit application to determine what process is needed.
  - The process can vary between a low impact low risk activity to major impact high risk event with associated fees.
  - Activities that are very small in scale, non-commercial, have minor impact on the surrounds, do not require vehicle access, and have 50 or less people may be classed as a social gathering. Social gatherings require an on-line notification to the City with no associated fees.
- **Who needs to submit the application?**
  - Anyone looking to have an event or be involved in an activity within the City or Perth is requested to contact the Activity Approvals team first to check site availability.
  - The Activity Approvals team will determine your requirements as some activities may not necessarily need a formal application.
  - For anything other than an approved social activity you will need to submit an Event Permit application.
- **What types of Event Permit applications are there?**
  - Contact the Events Approval team before you apply to determine your requirements.
  - The City processes your application depending on the activity and the impact. As a guide, your event could classify as a:
    - Low Impact Event – 50-999 people, no road closures, no noise impact, short timeline
    - Medium Impact Event – 1,000 people or more, minimal road closure and noise impact
    - High Impact Event – 5,000 people plus, road closures, noise impact on residents
    - Major Event – 10,000 people plus, road closures, noise impact on residents
  - The Event Approval team will consider the scope, impact, size, complexity, and risk when assessing your application.
- **What does it mean to “bump in” or “bump out”?**
  - “Bump in” refers to the process of setting up your event or bringing infrastructure onto site
  - “Bump out” refers to cleaning the site up and removal of infrastructure after an event
  - You must include the time taken to “bump in” and “bump out” in your event application timeframe.
- **What are the costs to submit an application?**
  - There are no fees for a Social Event Notification, only for Event Permit applications.
  - You will need to pay a non-refundable application fee at time of lodgment of an event application.
  - Other fees that may be applicable and assessed during the application process are:
    - Venue hire and utility services.
    - Parking bay fees.
    - State and Federal legislative fees.
    - A bond held against damages and restoration of the site and infrastructure.
    - Fee for City Services held as a deposit.
    - Other fees apply for reassessments and late lodgment of documentation.
  - Unless previously arranged, you will need to pay the balance of any fees, deposits, and full payment of any bonds prior to the Event Permit being issued.
  - A full list of the relevant fees and charges can be found at the [City of Perth Fees and Charges](#).

- **Will I be required to pay a bond?**
  - A bond may be needed if your event poses a risk of damage to any City assets, e.g. footpaths, reserves, furniture.
- **How long does it take to get the bond or City Services deposit back?**
  - At the end of the event or activity, the City will conduct an inspection to assess the condition of the site. Once we finish this inspection and report, a bond return assessment can occur.
  - If there is no damage to the facility or equipment or added costs arising from the hire, the bond can be refunded, usually within 4-6 weeks from bump out.
  - Repair costs will be deducted from the bond. You will be invoiced for any repair costs that exceed the value of the bond.
- **How long does an application take to process?**
  - Events and activities vary in complexity. The time needed to process an application can also vary.
  - A discussion with the events team will help you to determine the processing time needed for your event or activity. In general, the following minimum times apply:
    - Social Activity Notification – 5 Business Days.
    - Low Impact Events – 10 Business Days.
    - Medium Impact Events – 3 Months.
    - High Impact or Major Events – 6 Months.
  - These times are relevant for an application that is correct, and the applicant has supplied quality documents within the requested time.
- **How can I help with the approval process?**
  - Discuss your application with the Event Approval team before submitting.
  - Apply for your permit early with ample time before your event bump in date.
  - Submit all requested documents by the due date.
  - Ensure your documents and plans are complete and have all the requested information.
  - Answer all questions honestly and accurately.
  - Be clear about what your works involve and the intent of your project.
  - Read and understand this Useful Information and General Terms and Conditions
- **What documents, plans or maps may I need to provide?**
  - The City may need specific documents to progress the assessment of your application depending on the risk, scale, and complexity of your event. For example, medium type events may require:
    - Event Management Plan
    - Detailed scaled Site Plan
    - Risk Management Plan
    - Waste Management Plan
    - Noise management Plan
    - Traffic Management Plan
    - Approvals for temporary structures including engineering reports as necessary
    - Liquor License
    - Temporary Food Vendors Permit
    - Work safe approvals
    - Public liability Certificate of Currency
    - The applicant and the City must enter into a binding Deed of Agreement (Deed) for events considered major events (Higher risk and complexity)
- **How can I check if a site is available and make a reservation?**
  - Contact the Activity Approvals team to discuss if a site is available, supply an overview of your event or activity and they can tentatively reserve the site for you.
  - You must submit an Event Application to the City within 10 business days to secure the booking.
- **Are there any specific requirements for working in the City malls?**
  - The City of Perth pedestrian malls and Forest Place have unique features and risk, as such, there are special conditions placed on events or activities within these areas.
  - These could include limits on permitted vehicle types, vehicle movement times, weight limits, event times and durations, noise and environmental hazard management, site protection and restoration work.
  - Please discuss this with the Event Approval team before submitting your application.

- **Can I use City or private infrastructure at my event?**
  - With an application, the City may allow use of its amenities, facilities, or services.
  - In general, for most events you must supply your own infrastructure including cooking, shelter, waste, and toilet facilities.
  - You must protect any grassed areas, as such, there are limits around vehicle parking, vehicle movement, staking or storage on the grass.
  - Discuss your water and power infrastructure needs with the Event Approval team before bringing anything on site or using the City power grid.
- **Will there be other conditions placed on my final permit?**
  - The City may add conditions to your final event permit depending on the risk, scale, and complexity of your event, other. For example:
    - Number of patrons permitted.
    - Conditions around the supply of food and drink.
    - Noise management conditions.
    - Vehicle and pedestrian traffic management.
    - Toilet, hygiene, cleaning, and waste management conditions.
    - Restoration of site requirements.
    - Business and resident's notification.
    - Payment of a bond or City Services deposit.
- **Will you need the exclusive use of parking bays?**
  - You must show any parking bays that you need in your Event Plan. The City can reserve these bays after assessment and payment of the fee.
- **Can I cancel or change my application after submitting it?**
  - In some circumstances you can cancel or make changes after submission.
  - Event Permit application fees are non-refundable.
  - High and major impact events will be required to pay 10% installments of the total reserve hire fee cost. These fees are non-refundable.
  - Please discuss your needs with the Event Approval team prior to submitting your cancellation or changes as any cancellation or change request must be received and acknowledged by the City. in writing.
  - Cancellation of an event by the applicant may result in forfeiture of a percentage of some additional fees, charges or deposit paid. The amount is scaled depending on the type of the event and how much notice you provide.
  - Discuss this with the Events Approval team prior to submitting your application.
- **Can the City cancel or alter my application or event?**
  - The City may cancel or alter a Social Activity Notification or Event Permit if:
    - there is a breach of the conditions of the event or activity approval;
    - there is false information in the permit application; or
    - the event poses an unacceptable risk to the City, the public or the environment.
  - The City reserves the right to close an event facility or restrict space in the event to:
    - remove an unsafe situation or condition;
    - manage an emergency or critical incident,
    - manage changes to fire, weather or security conditions;
    - undertake emergency repairs or maintenance; or
    - allow alternative use of the space.
  - The City will attempt to provide reasonable notice and offer help to move or reschedule the event in all but serious breaches of the application conditions.
  - An authorised City of Perth officer shall have authority to stop the event or activity in case of non-compliance, if in the reasonable opinion of the Officer the breach is likely to continue.
- **Are there disability access requirements that I need to address?**
  - It is the applicant's responsibility to ensure that the event follows Federal Disability Discrimination Act 1992, the Western Australian Disability Services Act 1993, and Australian Standards AS1428.
  - Access and facilities to consider include:
    - Designated pick up/set down areas with level access to the principle entry.
    - Level access to all public facilities.

- Dedicated and accessible toilet facilities.
  - Dedicated viewing areas, with added space for carers.
  - Translation services including information in accessible formats, Auslan interpreters and subtitles where applicable.
- If you have any queries, please contact the Disability Services Commission on (08) 9426 9200.
- **Can I promote my event around the City?**
  - There are conditions around the use of promotion material around the City such as flyers, banners, posters, decals, and signage.
  - Event holders are not to use the City of Perth logo or reference the City in their promotional material without prior City approval.
- **Where can I find further information?**
  - On our website: [www.cityofperth.wa.gov.au](http://www.cityofperth.wa.gov.au).
  - Contact our Events Permit Approval team at the City on 08 9461 3333 or by email [activity.approvals@cityofperth.wa.gov.au](mailto:activity.approvals@cityofperth.wa.gov.au)

## EVENT PERMIT 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 a permit will be issued for the activity.
- c. The City will assess applications and may seek support from third party stakeholders in determination of issuing a permit.
- d. The applicant acknowledges that through the application process, the City or other external agencies may request additional conditions or requirements to the permit.
- e. Should a permit 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 permit or activity notification 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 permit approval or cancellation.

### 4. RIGHTS TO AMEND OR CANCEL

- a. After submitting the application but before the conclusion of the permit 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/permit 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 permit 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.
- 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 permit.
- c. High and major impact events will be required to pay all reserve hire fee installments prior to the event permit being issued. These fees are non-refundable.
- d. The return of the bond or City services deposit will only occur once all inspections and restoration/maintenance periods have expired.
- e. You may undertake repair or restoration of any damage as a direct result of the event only by agreement with the City.
- f. Should the City undertake the repairs, the costs will be deducted from the bond prior to it being considered for return. You will be invoiced for the difference, should the damages exceed the value of the bond.

#### **6. SPECIAL CONDITIONS**

- a. The City may add special conditions or make changes to the event permit.
- b. In case of any conflict between these Application General Terms and Conditions and any event permit 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 Perth 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 understand the Event Permit Application General Terms and Conditions and acknowledge that the progression of any application and subsequent approval is dependent on complying with these conditions.