



PERMIT TO USE YARRA PARK RESERVE

APPLICATION FORM AND TERMS AND CONDITIONS

Please complete and return to: Attention: Ben Corfee, Melbourne Cricket Club, PO Box 175 East Melbourne VIC 3002 or email: benc@mcc.org.au

Please note:

- A permit holder must comply with the attached terms and conditions.
- Each applicant must acknowledge, by way of signing this application form, that they will comply with the attached terms and conditions.
- The completion of this form does not guarantee availability or booking of the site. No authorisation of an event occurs until a permit is issued.
- A "Personal Training" permit has a fee of \$110.00 per annum.

Permit holder details	Organisation:	
	Contact name:	
	Position:	
	Phone number:	
	Fax:	
	Address:	
	Email:	
Event details	Type of event: <i>(Tick appropriate box)</i>	<input type="checkbox"/> Personal training class or activity <input type="checkbox"/> Organised sport or recreational activity <input type="checkbox"/> Other <i>(please specify)</i> _____
	Expected number of participants:	
	Date and time:	Date/s: _____ Start: _____ Finish: _____

For further information contact:
Melbourne Cricket Club
 PO Box 175
 East Melbourne VIC 3002
 T: (03) 9657 8888
 Email: yarrapark@mcc.org.au

	<p>Site: <i>(Indicate the proposed location of the event on the attached map (Attachment 1). Indicate any areas that are required to be roped or cordoned off)</i></p>	<p>Required area for event (sqm): _____</p> <p>Required area for structures and equipment (sqm): _____ _____</p>										
<p>Intended activities <i>(Tick the appropriate box if you intend to engage in any of the following activities)</i></p> <p><i>(Details of intended activities)</i></p>	<table border="0"> <tr> <td><input type="checkbox"/> Entry or operation of vehicles</td> <td><input type="checkbox"/> Display advertising</td> </tr> <tr> <td><input type="checkbox"/> Collect fees</td> <td><input type="checkbox"/> Distribute advertising, flyers or handbills</td> </tr> <tr> <td><input type="checkbox"/> Play or operate sound equipment</td> <td><input type="checkbox"/> Use of pathways</td> </tr> <tr> <td><input type="checkbox"/> Rope or cordon off areas</td> <td><input type="checkbox"/> Erect structure or equipment</td> </tr> <tr> <td></td> <td><input type="checkbox"/> Other</td> </tr> </table>		<input type="checkbox"/> Entry or operation of vehicles	<input type="checkbox"/> Display advertising	<input type="checkbox"/> Collect fees	<input type="checkbox"/> Distribute advertising, flyers or handbills	<input type="checkbox"/> Play or operate sound equipment	<input type="checkbox"/> Use of pathways	<input type="checkbox"/> Rope or cordon off areas	<input type="checkbox"/> Erect structure or equipment		<input type="checkbox"/> Other
<input type="checkbox"/> Entry or operation of vehicles	<input type="checkbox"/> Display advertising											
<input type="checkbox"/> Collect fees	<input type="checkbox"/> Distribute advertising, flyers or handbills											
<input type="checkbox"/> Play or operate sound equipment	<input type="checkbox"/> Use of pathways											
<input type="checkbox"/> Rope or cordon off areas	<input type="checkbox"/> Erect structure or equipment											
	<input type="checkbox"/> Other											

Before submitting your application, please tick the boxes to indicate that you have:

- Read and signed the Permit to Use Yarra Park Reserve Terms and Conditions
- Indicated the proposed location of the event and any structures intended to be erected at the event on the attached Yarra Park Reserve map **(Attachment 1)**
- Completed the Permit Holder Insurance Details form **(Attachment 2)**
- Provided a copy of any required or requested certificates, licences or information (i.e. certificate of currency, liquor licence or occupational health and safety documentation)

PERMIT TO USE YARRA PARK RESERVE

TERMS AND CONDITIONS

1. General conditions

- (a) The permit holder must comply with these terms and conditions.
- (b) The permit holder occupies and uses Yarra Park Reserve (YPR) at the permit holder's own risk.
- (c) A permit must be carried by the permit holder at all times whilst within YPR for the purposes authorised by the permit and must be presented on entry to YPR and on demand by any authorised officer of the Melbourne Cricket Club (Club).
- (d) A permit is non-transferrable.
- (e) It is the responsibility of the permit holder to comply with all laws including local laws, the *Crown land (Reserves) (Yarra Park) Regulations 2010* (Vic), and all other legal requirements relevant to the operation of the event and activities within YPR. The permit holder must ensure that their employees, contractors, agents and other persons associated with the event also comply with any relevant legal requirements.
- (f) The permit holder must comply with all reasonable requests or directions given by any authorised officer of the Club or members of the Victoria Police.
- (g) Where information or other material relating to YPR is provided to the permit holder by the Club, copyright in that information or material remains with the Club. The permit holder must not make any such information or material available to any third party without the prior written consent of the Club and must only use any material or information for the purposes specified by the Club.
- (h) The permit holder agrees to the Club collecting and using the permit holder's personal information in order to issue permits and manage the YPR. The permit holder has the right to have their personal information removed from the Club's database. A request to access, update or correct any information should be directed to: *Attention: Rowena Brown, Melbourne Cricket Club, PO Box 175 East Melbourne VIC 3002.*
- (i) The permit holder must not alter, modify or manipulate any video or audio signal, images, data or other recording of the Melbourne Cricket Ground (MCG) or events recorded at the MCG in such a way that the physical signage displayed at the MCG is altered, not displayed, superimposed or misrepresented in any way, without the prior written consent of the Club.

2. Access

- (a) The permit holder acknowledges that the Club has the right to control access to YPR.
- (b) The permit holder may only access YPR to conduct the event or activities on the dates and times, at the site, and for the purposes, specified in the permit.
- (c) As the general public maintains the right of access to any portion of the park or garden, areas cannot be roped or cordoned off, unless expressly authorised by a permit.

- (d) Access to the event site must be maintained for emergency vehicles and/or owners/tenants of properties requiring access.
- (e) A path with a minimum of 2.5 metres must be maintained for pedestrian access.
- (f) The permit holder must not, and must not allow a person to, enter, occupy or use any building or structure which is provided for the public if it is not for a purpose for which the building or structure is provided, unless authorised by a permit.
- (g) The permit holder must not, and must not allow a person to, use an area of YPR that has been set aside as a pathway, unless authorised by a permit.

3. Safety

- (a) The permit holder is responsible for and must take all necessary and reasonable precautions in order to ensure the safety and health of all its employees, contractors, agents, and invitees, the Club's employees, members of the public and third parties during its use of YPR.
- (b) The permit holder must have due regard to occupational health and safety issues which may apply to their use of, and activities within, YPR, and must comply with all relevant legislation applicable to their use of YPR, including, but not limited to occupational health and safety legislation.
- (c) The permit holder must arrange for all necessary emergency services.
- (d) If directed by the Club, the permit holder and its employees and agents, must complete the appropriate MCC Safety Induction, abide by all procedures in the MCC's SafetyMAP System, comply with all directions of the Club to correct, repair or make good any occupational health and safety deficiencies and provide details of occupational health and safety risk management programs, training records, safety checklists or other records required by the Club.

4. Conduct of event

- (a) The permit holder is at all times responsible for the good order, conduct and behaviour of those persons attending the event.
- (b) The permit holder may only conduct the event at the site location as specified in the permit.
- (c) The permit holder is required to arrange for marshals to assist with crowd control for the event.
- (d) Collection of entry or admission fees to participate in the event is not permitted, unless authorised by a permit.
- (e) The permit holder is responsible for ensuring adequate toilet facilities are available for the event.
- (f) The permit holder must not, and must not allow a person to, display or distribute advertising, or distribute any book, handbill, notice, pamphlet, flyer or any other printed material in YPR, unless authorised by a permit.
- (g) The permit holder must not, and must not allow a person to, solicit or collect money, engage in fundraising activities such as selling raffle tickets, or conduct product or food giveaways in YPR, unless authorised by a permit.

- (h) The use of amplifiers is permitted between the hours of 10.00am and 9.00pm. Amplification must fall within sound limit of 72 decibels. However, the permit holder must not, and must not allow a person to, play or operate any sound equipment in YPR at a volume likely to cause unreasonable disturbance to any person, unless authorised by a permit.
- (i) The permit holder must not, and must not allow a person to, launch or land an aircraft, or deliver anything by an aircraft within YPR, including, but not limited to hot air balloons, helicopters and paragliders, unless authorised by a permit.
- (j) The permit holder must not, and must not allow a person to, camp in YPR, unless authorised by a permit.
- (k) The permit holder must not, and must not allow a person to, possess, carry or use a bow, firearm, spear gun, spear, trap, snare, net, poison or similar equipment in YPR.

5. Protection of park, garden and tress

- (a) The permit holder must ensure that the site of the event and any surrounding areas in YPR is kept free from rubbish and that waste is placed in proper containers and bins.
- (b) At the conclusion of the event, the permit holder must ensure that all equipment and materials brought onto the site for the event are removed and that the site is left in a clean and tidy condition. If the permit holder fails to reinstate the site to its original condition, the Club may carry out the necessary works to reinstate the site and the permit holder indemnifies the Club for the costs incurred by the Club in reinstating the site.
- (c) The permit holder is liable for any damage to property, trees, shrubs or flowerbeds from activities arising from the event. The Club may carry out the necessary works to reinstate the damaged areas and the permit holder indemnifies the Club for the costs incurred by the Club in reinstating the damaged areas.
- (d) No items such as rope, string or balloons may be tied, stapled or attached to tree limbs.
- (e) The permit holder must not, and must not permit a person to, engage in any activity in a manner that is likely to cause danger, injury or unreasonable disturbance to any person, flora, fauna or other animals or property in YPR.
- (f) The permit holder must not, and must not permit a person to, destroy, damage, remove, displace or interfere with anything constructed, erected or provided in YPR.
- (g) The permit holder must not, and must not permit a person to, fell, pick, take, destroy, damage, plant or introduce any flora in or into YPR, unless authorised by a permit.
- (h) The permit holder must not, and must not permit a person to, excavate, remove, deface, damage, dig, remove or in any way interfere or knowingly take any archaeological or historical remain, relic, rock, natural object, gravel, shell, grit, sand or soil from YPR, unless authorised by a permit.
- (i) The permit holder must not, and must not allow a person to, conduct any formal research or scientific study in YPR, unless authorised by a permit.

6. Vehicles

- (a) The entry of vehicles into YPR is prohibited, unless authorised by a permit.
- (b) Where vehicle access has been authorised by a permit, all vehicles must remain on designated pathways, obey all signs, be driven at a maximum speed of 10km per hour and have hazard lights flashing, unless otherwise specifically permitted by the Club.

7. Alcohol

- (a) The permit holder must not, and must not allow a person to, sell or distribute liquor in YPR, unless authorised by a permit and in accordance with all other requirements of law.
- (b) If a permit authorises the permit holder to sell or distribute liquor, the permit holder must hold, or must be an employee or an agent of a person who holds, a licence or permit to sell or distribute alcohol under the *Liquor Control Act 1987* (Vic).
- (c) The permit holder must ensure that no alcohol is distributed or sold outside the approved site.
- (d) Liquor is allowed for BYO functions where alcohol is to be consumed in conjunction with food.

8. Structures

- (a) The Club does not take responsibility for any structure or equipment erected or placed in YPR.
- (b) The permit holder must not, and must not allow a person to, erect or place any structure or equipment, including but not limited to tents, umbrellas, marquees or inflatable devices in YPR, unless authorised by a permit.
- (c) All structures and equipment that are authorised by a permit must be sited by the Club prior to the event.
- (d) If a permit authorises the erection or placing of any structures or equipment, the permit holder must contact "Dial before you Dig" and obtain an occupancy permit (for larger structures), if necessary.
- (e) If a permit authorises the erection or placing of any structures or equipment, only the structures or equipment shown in the site layout on the permit are to be displayed.
- (f) Permit holders must provide security for any structures or equipment erected within YPR.
- (g) Structures or equipment that are authorised by a permit must not be placed within a radius of 4.5 metres from trees, shrubs or tree canopies or within 2.5 metres from garden beds.
- (h) Structures that are authorised by a permit must be weighted, not pegged. Water from weighted structures must not be emptied onto the grass.

9. Barbeques

- (a) The permit holder must not, and must not allow a person to operate a barbeque, unless authorised by a permit. If a permit authorises the operation of a barbeque, only gas operated barbecues and spit roast appliances are permitted.
- (b) The permit holder must not operate, and must not allow a person to operate, a barbeque or a spit roast on a declared Total Fire Ban day.
- (c) Barbeques or spit roasts that are authorised by a permit must not be operated within 4.5 metres of trees, shrubs, tree canopies or garden beds. Protective matting must be placed on the ground under the barbecue or spit roast.

10. Animals

- (a) The permit holder must not, and must not allow a person to, bring animals, excluding domestic dogs or cats, into YPR, unless authorised by a permit.
- (b) If a permit authorises an animal to be brought into YPR, the permit holder must comply with any directions of the Club or an authorised officer of the Club, including, but not limited to, that animals must remain on designated pathways and must be kept in a pen or on a leash.
- (c) At the conclusion of the event, the permit holder must remove all animal excrement from the site.
- (d) The permit holder must not, and must not allow, food to be taken from the site by any fauna or other animal.
- (e) The permit holder must not, and must not allow a person to kill, injure, take, poison, damage, disturb or interfere in any way with any fauna or other animal or with the lair, burrow, habitat or nest of any fauna or other animal.

11. Indemnity

The permit holder indemnifies and must keep indemnified the Club against:

- (a) loss of or damage to property of the Melbourne Cricket Ground Trust and the Club; and
- (b) loss of or damage to YPR;
- (c) claims by any person against the Club in respect of personal injury or death, or loss or damage to any property,

arising out of or as a consequence of the permit holder's use of the YPR.

12. Insurance

- (a) The permit holder must take out a Public and Product Liability Policy of Insurance on terms acceptable to the Club, covering all of the activities of the permit holder and their contractors and sub-contractors.
- (b) The Public and Product Liability Policy of insurance must be for an amount in respect of any one occurrence of not less than \$20,000,000.
- (c) The permit holder must produce evidence to the satisfaction and approval of the Club of the insurance effected and maintained. As a minimum this evidence is to include a Certificate of Currency issued by the Insurer.

13. Stakeholder notification

- (a) The permit is conditional upon the permit holder complying with the following communication requirements. Confirmation of compliance must be provided to the Club within 24 hours of complying with the requirements. A permit is not valid until satisfactory compliance with this requirement.
- (b) If requested by the Club, no later than five working days prior to the date of the event, the permit holder must contact residents and businesses in the immediate vicinity of the event by way of a stakeholder notification letter. The stakeholder notification letter must contain a point of contact in order to facilitate local access requirements and any other reasonable feedback.
- (c) The stakeholder notification letter must be submitted to the Club for approval no later than seven days prior to the date of the event and must contain:
 - (i) the name and date of the event;
 - (ii) the event purpose;
 - (iii) the number of participants;
 - (iv) any disruptions to residents and businesses;
 - (v) any road closures;
 - (vi) a contact name and number;
 - (vii) any public transport disruptions; and
 - (viii) any infrastructure/equipment.

14. Payment

- (a) Site fees may apply to events and activities booked in YPR.
- (b) The permit holder must pay the Club the fee specified in the permit in exchange for, or prior to, receiving the permit. The Club can confirm prior to receiving a permit, on request, the amounts payable for the relevant permit.

15. Cancellations and refunds

- (a) If a permit is cancelled by the Club, the permit holder will be notified in writing of the cancellation. The cancellation of the permit comes into effect when the permit holder receives the notice of cancellation from the Club. A permit may be cancelled by the Club:
 - (i) if the permit holder has breached the conditions of the permit or breached the *Crown Land (Reserves) (Yarra Park) Regulations 2010 (Vic)*;
 - (ii) if the continuation of the permit is likely to be detrimental to, or interfere with, the management and protection of the natural environment, features, or visitors of YPR; or
 - (iii) for the purposes of the management of YPR.
- (b) If a permit is cancelled by the Club the Club must:

- (i) notify the permit holder in writing of the cancellation; and
 - (ii) refund 65% of the permit fee paid by the permit holder.
- (c) Once an application for a permit to use YPR has been received and processed, cancellations by the permit holder are only accepted in writing.
- (d) If a cancellation by the permit holder is received by the Club less than 14 days prior to the event, no part of the fee will be refunded. If a cancellation by the permit holder is received 15 days or more prior to the event, 75% of the fee will be refunded to the permit holder
- (e) I/We acknowledge that I/We have read the Permit to Use Yarra Park Reserve Terms and Conditions issued by the Club which govern any permit issued by the Club to use YPR.

I/We acknowledge that I/We _____
(Print name)

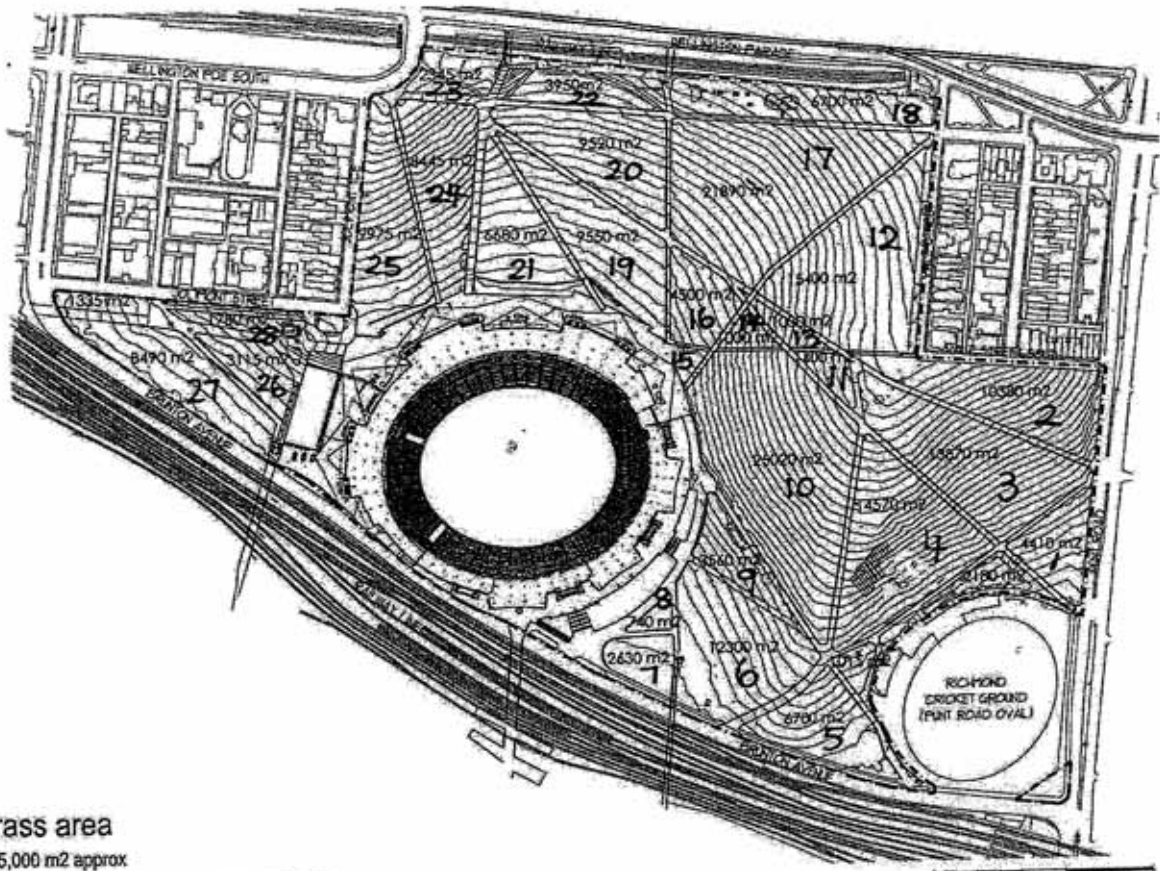
will fully comply with all of the terms and conditions and, should I/We fail to do so, the Club may cancel the permit to use YPR.

(Print name)

(Signature)

(Date)

ATTACHMENT 1: SITE



grass area
215,000 m² approx
YARRA PARK LANDSCAPE MASTER PLAN

Professional seal and title block containing the following text:
FOIA
Scale: 1:1000
Date: 10/10/10
Sheet: 1 of 1

ATTACHMENT 2: PERMIT HOLDER INSURANCE DETAILS

(Also provide a Certificate of Currency)

Name of permit holder:

Address of permit holder:

Purpose of entry:

DETAILS OF COVER

Public and Product Liability:

Name of Insured:

Policy Number:

Business Description:

Limit of Indemnity:

Expiry Date:

Endorsement:

Melbourne Cricket Club is noted

Premium Paid:

YES/NO