

CITY OF BOROONDARA

RESIDENTIAL STREET PARTY POLICY

POLICY

The City of Boroondara Local Government, in accordance with Section 205 of the Local Government Act 1989 authorises the Chief Executive Officer or delegate to approve the temporary closure of streets for residential street parties, subject to the following:

Requirements:

Written applications must be lodged at least four weeks prior to the date of the proposed closure and should include:

- (a) The names, addresses and signatures of all the residents in the section of the street to be closed who support the closure.
- (b) A nominated resident (street party organiser) who will take responsibility for organizing the function and with whom Council staff can liaise regarding the function. This person will also take personal responsibility for all aspects relating to the proper and safe conduct of the function. The address and phone numbers (business and after hours) of the nominated resident should be included.

Conditions

- (a) A street party is classified as a private event and is not covered under Council's Public Liability Insurance Policy. Approval is subject to the street party organizer signing the indemnity at the end of this permit. It is recommended that public liability insurance cover be obtained for the residential street party.
- (b) The street party organizer and all residents should ensure that any contractors hired for the residential street party holds public liability insurance (i.e. jumping castle hire, barbeque hire etc).
- (c) No closures may extend beyond 9.00pm during daylight saving hours and 5.30pm during all other times. The Director Works and Governance retains the discretion to extend the finishing times beyond those stated on a case by case basis.
- (d) No closure may extend for a period in excess of six hours, unless authorised at the discretion of the Chief Executive Officer or delegate.
- (e) Generally, the maximum length of any closure would be 200 metres and must be between intersections. The street or section of street to be closed should have a normal traffic flow of less than 2,000 vehicles per day.

Please note that prior to commencement of the residential street party, Council will install the appropriate barriers/signage, which will be required to close the street. Upon completion of the street party, Council will remove the barriers/signage.

- (f) Function activities shall not unduly interfere with normal pedestrian usage of the street or residents requiring vehicular access to their properties.
- (g) Emergency service organizations have requested they be notified of a street closure 3 weeks prior to the event. It is the street party organizers responsibility to notify emergency services of the proposed street closure by contacting their local Police Station and Metropolitan Ambulance Service.

- (h) The street party organiser shall be responsible for the immediate removal of all barricades to permit emergency vehicles into the closed street.
- (i) No sale of food, drink or other articles shall be permitted on the road reserve. This includes footpath, nature strip and road.
- (j) Noise shall be kept to a reasonable level so as not to cause an annoyance to other persons.
- (k) The street must be left in a clean and tidy state and no damage shall be caused to any assets situated within the road reserve.
- (l) Council reserves the right to revoke this permit at any time.
- (m) Public Liability Insurance

It is recommended that the street party organiser take out and keep current during the period of the residential street party a Public Liability Policy of Insurance in respect of the activities specified in the permit in the name of the Street Party Organiser providing coverage for an amount of at least \$10 million.

The Public Liability Policy should cover such risks and be subject only to such conditions and exclusions as are approved by the Council and should extend to cover the Council in respect to claims for personal injury or property damage arising out of the negligence of the Street Party Organiser. Public Liability Insurance can be obtained through Jardine Lloyd Thompson Insurance Broker5s who can be contacted on www.communitybank.com.au

- (n) Council Indemnity Clause to be signed off by applicant

“The Street Party Organiser agrees to indemnified and to hold harmless the Council, it’s servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made against them, or any of them, arising from the Street Party Organisers performance or purported performance of its obligations under this permit and be directly related to the negligent acts, errors or omission of the Street Party Organiser.

The Street Party Organisers liability to indemnify the Council shall be reduced proportionally to the extent that any act or omission of the Council, its servants or agents, contributed to the loss or liability.”