

Weddings at the Lake and Gardens Precinct

Terms and Conditions

1) Application

Application for the use of the Ballarat Botanical Gardens, Buninyong Botanic Gardens, Eureka Stockade Gardens and Lake Foreshore must be made on the approved Booking Application form. This can be obtained by contacting the Botanical Gardens Administration.

Please note that all bookings are subject to approval by management.

2) Payments

Applicants will be invoice and advised on payment method.

3) Confirmation

A letter confirming your location, date, time and area will be sent to you within seven (7) working days, upon full payment.

Please note that tentative bookings will not be accepted.

4) Time limitations

Bookings can be made for a maximum period of one hour. Please note that the booking expires after one hour and the area may then be accessed by other garden visitors.

5) Cancellation and/or changes

If an amendment is required to the original Booking Application form, it must be made in writing and will await approval by management. An amendment fee of \$25 applies for any change including but not limited to the date, time or location of the original booking and must be paid at the time the changes are made.

Cancellation by Lake and Gardens Precinct Management

Lake and Gardens Precinct Management reserves the right to cancel any booking by giving notice to the hirer no later than one (1) month prior to the proposed booking date. All fees paid to the City of Ballarat will be refunded. Lake and Gardens Precinct Management accepts no responsibility for financial or any other type of loss suffered due to cancellation of the booking.

Cancellation by the Hirer

Should the hirer decide to cancel a booking, City of Ballarat is not required to refund any fees paid, unless notification is received in writing at least one (1) month prior to the booking date.

6) Guidelines for use

Seating

Should you source chairs from an external provider, the Lake and Gardens Precinct staff and management need to be advised in writing of details including the type and number of chairs you intend to hire.

Approval for the provision of additional seating must be sought by Lake and Gardens Precinct management prior to the event date in writing.

Motor vehicles will not be allowed into the Gardens for the purpose of setting up chairs.

Music

Battery operated PA systems and CD and/or cassette players are permitted. Please respect other garden users and keep noise volumes to a reasonable level.

Amplified music and Electrical PA systems are not permitted within the Gardens.

Structures

Structures including but not limited to shade structures, marquees and arches are not permitted to be erected within the Gardens.

Clean Up

The Gardens must be left in a clean and tidy condition and all rubbish should be disposed of appropriately. All cleaning should be completed immediately following the ceremony.

The use of confetti (of any product type or material) is not permitted within the Gardens.

The Gardens must be left in their original condition.

7) Parking and Vehicle Access

No vehicles are permitted to enter the Gardens for the purpose of dropping off or picking up guests and/or equipment.

Horses and carriages are not permitted in the Gardens.

8) Inclement Weather

Lake and Gardens Precinct Management do not provide any undercover facility/location for your ceremony in the event of inclement weather.

Should the hirer decide to cancel a booking due to inclement weather, Lake and Gardens Precinct Management will not refund any fees paid.

As a courtesy, you may wish to inform your guests to bring an umbrella in the event of rain.

9) Restrictions on Hiring

Limit of Hiring

The hirer is only entitled to use the nominated location of the Gardens as specified in the Booking Application form.

Lake and Gardens Precinct Management reserves the right to let or occupy any other part of the gardens at the same time.

Refusal to Let

The Lake and Gardens Precinct Management has the right to refuse to hire any location(s) including the Lake Foreshore and Gardens.

10) Indemnity and Insurance

Insurance

It is a requirement of the City of Ballarat that all groups booking the Gardens for an event hold current Public Liability Insurance. This will protect the group in situations where they are held legally liable to pay for the losses of a third party (this may include personal injury, death, property loss or economic loss). A typical scenario would be when a participant in an event falls suffers an injury and then seeks to recover the costs associated with the injury from the event organiser.

Privacy Statement: "Personal and or Health Information collected by Ballarat City Council is used for municipal purposes only as specified in the Local Government Act 1989. The Personal and or Health Information will be used solely by Council for these purposes and or directly related purposes. Council may disclose this information to other organisations if required by legislation. The applicant understands that the Personal and or Health Information provided is for the above purpose and that he or she may apply to Council for access to and/or amendment of the information. Requests for access and/or amendment should be made to Council's Privacy Officer".

If a group does not hold Public Liability cover, Council can provide this at a cost of \$33.00 per event.

Please complete the attached Public Liability Application and Stat Dec at the bottom if required.

Indemnity

In completing the Booking Application form, the Applicant agrees to indemnify and hold harmless the City Of Ballarat, its employees, agents and volunteers against any sum that the Applicant is found liable to pay as a result of its negligent acts or omissions leading to personal injury, death, property loss, economic or any other type of loss.

The City of Ballarat shall be liable only to the extent and in proportion to the degree that any negligent act or omission on its part has contributed to the loss or losses.

11) Disputes

In the event of a dispute arising as to the interpretation of these terms and conditions or of any matter contained therein, the decision of the City of Ballarat or the applicable Council officer with appropriate authority shall be final.

12) Facilities Available For Hire

Specified areas of the garden are available for weddings.

These include:

Ballarat Botanical Gardens:

- Wedding Trees
- Tom Beaumont Lawn
- Rose Garden
- Behind The Conservatory

Buninyong Botanic Gardens

Eureka Stockade Memorial Park

Lake Foreshore

Victoria Park.

13) Fee for Hire

The hire fee for weddings held at the various locations is as follows:

- Ballarat Botanical Gardens - \$220.00 (plus \$33.00 public liability insurance)
- Buninyong Botanic Gardens - \$120.00 (plus \$33.00 public liability insurance)
- Eureka Stockade Gardens - \$120.00 (plus \$33.00 public liability insurance)
- Lake Foreshore - \$120.00 (plus \$33.00 public liability insurance)

14) Additional Information

Ballarat Botanical Gardens
Gillies Street North
Lake Wendouree VIC 3355

Postal Address

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PO Box 655
Ballarat VIC 3353

Contact Details

Phone: (03) 5320 5135

Facsimile: (03) 5320 5133

Email: rccadmin@ballarat.vic.gov.au

Garden opening hours

7.30am to 9pm (gates locked) – October to April

7.30am to 6pm (gates locked) – May to September

The Robert Clark Horticultural Centre opening hours

Monday to Friday

8.00am to 4.30pm

Closed – Public Holidays

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Weddings at the Lake and Gardens Precinct

Booking Application Form

Venues include the Ballarat Botanical Gardens, Buninyong Botanic Gardens, Eureka Stockade Memorial Gardens, Victoria Park and Lake Foreshore

Name of Hirer: _____

Address: _____

Telephone: (Home) _____ (Work/Other) _____

Email: _____

Day and Date Applying to Hire: _____

Time Of Ceremony: _____ Number of Guests: _____

Location Required: _____

Area Requesting: _____

Payment Due: \$ _____ (hire fee) \$ _____ (insurance if required)

CHEQUES TO BE MADE PAYABLE TO "CITY OF BALLARAT".

Name of Bride: _____

Name of Groom: _____

Celebrants Name: _____

I/We acknowledge that I/We have received and read the conditions of hire and hereby undertake, in the event of this application being granted, to comply in all aspects with such conditions and pay such fees as set by said conditions of hire. I/We will be held responsible for all costs incurred to restore the grounds to their rightful conditions whilst the facility is hired in my/our name(s).

Signed: _____ Date: _____

<u>GARDENS USE ONLY</u>			
INSURANCE:	PAID:	CASH/CHEQUE/EFTPOS:	RECEIPT NO:
FEE:	PAID:	CASH/CHEQUE/EFTPOS:	RECEIPT NO:

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PUBLIC LIABILITY INSURANCE APPLICATION

It is understood that as part of the agreement that the Organisation/User is required to hold Public Liability Insurance cover. If cover is not held, a fee stipulated below depending on the category chosen is payable for insurance associated for the nominated event and date. That insurance cover is retained by Council and in the event of any adverse event Council staff should be notified immediately.

This cover protects the Organiser/User in the event of it being held legally and to pay for loss, damage or injury to others or their property occasioned though their negligent acts or omissions. This agreement does not include cover for the applicants own property items. However, for any damage to Council property or harm/loss to its employees caused by the Hirer/User, it will be the responsibility of that party to make restitution to Council as directed.

Please note: ABN & ACN holders, coverage may not be offered. Please check with your Event Organiser/Council Officer prior to completion of this form.

In the event of a claim arising (Limit of Liability \$20,000,000), the applicant shall pay the first \$500.00 in respect of each and every claim.

For further information regarding this application please contact City of Ballarat Risk & Insurance Administration Officer on 03 5320 5706.

Indemnity

I/We understand and acknowledge that in signing this Agreement I agree to indemnify and hold harmless Ballarat City Council, its employees and volunteers against any sums that I/We become legally liable to pay as a result of personal injury, property loss or any other loss occasioned by a Third Party as a result of my/our personal acts or omissions.

A

Hirers of Council Facilities \$33.00 Plus Hire Charges (No more than 52 times per year)

B

Stall Holder \$33.00 Festivals/Programs (one off) Per Stall Holder

Performers \$33.00 Per Performance (per day)

Buskers \$33.00 Per Busker

Street Stall Holders \$33.00 Per Street Stall Holder

Artists \$33.00 Per Artist Per Commission

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Name of Organisation:

ABN _____ ACN _____

Name of Representative:.....

Address: (No PO Box Allowed)

Email:

Telephone Number:

Name of Event:

Brief explanation of the activity the applicant will be undertaking at the event:

.....

.....

.....

Location of event:

Date of coverage:

Payment

Public Liability Insurance: _____ Cheques to be made payable to the City of Ballarat

(1.4330.2920.00000.00000.0000) – Payment can be made at the Phoenix Centre - Customer Service 25 Armstrong Street South Ballarat Vic 3350

Total fees payable to the City of Ballarat:**Paid:**.....

Signed: **Date:**.....

(Applicant)

Name (Please print):

Signed:..... **Date:**.....

(City of Ballarat) (Committee)

Name (Please print):

This completed form together with the Statutory Declaration must be forwarded to the City of Ballarat no later than 2 Weeks prior to the above mentioned event for the procession of your application. Date forwarded _____

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Statutory Declaration

I (Full name)

Of (Address)

Do solemnly and sincerely declare that:

The Organiser/User of the above stated event does not have Public Liability insurance and therefore requires Ballarat City Council to cover the Organiser/user for the above mentioned event & date.

All the information in the Public Liability for Events Form is accurate to the best of my knowledge and belief.

I have to the best of my knowledge and belief, disclosed all relevant information to the City of Ballarat and have not withheld any relevant information.

I acknowledge that this declaration is true and correct and I make it in the belief that a person making a false declaration is liable to the penalties of perjury.

Declared at

In the State of Victoria, on

Signature of person making this declaration

(To be signed in front of an authorised witness)

Before *(print full name)*

Signature of authorised Witness

Address

Occupation

The authorised witness must print or stamp his or her name, address, and title under Section 109 of the Evidence Act 1988. For a list of who can witness statutory declarations, visit <http://www.justice.vic.gov.au/>