

Community Public Liability Insurance Application Form 2025/2026 - Performers and Stallholders

Important Information for Applicants

1	Any insurance fee applies only to the event listed on the application and must be paid when submitting this application.
2	A permit is required for each event held on Council land.
3	No application has effect until Latrobe City Council has given formal written approval for the event.
4	You will need to contact Latrobe City Event Officers to arrange a suitable time to discuss your event.
5	Insurance coverage is offered at the discretion of Latrobe City Council and is not automatic, nor guaranteed.
6	Insurance is not approved until confirmation is provided to applicant.
7	This insurance, if granted, is not transferable.
8	No Products Liability coverage provided for sales of children's toys and second-hand electrical items/tools
9	Community Liability Insurance is not available to business/insured applicants, high risk activities such as festivals or sporting events, or for hire more than 52 times a year
10	Refer to attached information sheet for further details/conditions on available coverage.
11	The event organiser is responsible for maintaining order before, during and after the event, including public safety, preventing damage to the venue, emergency evacuation, noise levels, and returning the venue to its original condition (i.e. cleanliness, set up/layout, secured etc).
12	Applications should be submitted at least 10 working days prior to the event to ensure they can be processed in time. Payment will not be reimbursed if cover is denied. Payment is non-refundable – no exemptions.
14	For Part B , there is a participation exclusion, whereby injury to participants in a sporting activity are not covered (i.e. if player is hit by a ball or twists ankle).
PRIVACY STATEMENT The personal information requested on this form is primarily being collected by Latrobe City Council for the purpose of processing the insurance application. This information will be used solely by Latrobe City Council for that purpose or directly related purposes. Latrobe City Council may disclose some of this information to relevant organisations or people (including property owners) if the nature of the activity for which the insurance has been applied for requires consent by parties other than Latrobe City Council or has the potential to affect neighbourhood amenity. If sufficient information is not collected on the application, Latrobe City Council may not be able to effectively process the application and in most cases will refer the application back to the applicant for further details. The applicant understands that the personal information provided is to assist in the processing of a permit application and that he or she may apply to Latrobe City Council for access to and/or amendment of the information. Requests for access and or correction should be made in writing addressed to the Privacy Officer, Latrobe City Council, PO Box 264, Morwell VIC 3840.	

Event Details:

Name of Facility/Venue:			
Name of Event:			
Date of Event/Hire:			
Start:		Finish:	
Description of Event:			
Total Attendance at Event: (Max 500 attendees - Part A)			

Have you read, and do you agree with the conditions of hire?	Yes ☐	No ☐
Do you have a confirmed venue booking? Council Approved?	Yes ☐	No ☐

Hirer/Applicant Details:

First Name:		Last Name:	
Name of Organisation: (If applicable)			
Postal Address:		Postcode:	
Residential Address:		Postcode:	
Contact Number:			
Email Address:			

Insurance Application For: (please note payment is non-refundable)

Part B	Performers/Stallholders/Artists/Street Stalls/Buskers/Tutors and Instructors	Yes ☐	Fee: \$41.00 per hire
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(cost as per 2025/2026 fees & charges)

Briefly Describe Your Product or Activity:

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Authorisation:

I confirm that I have read and understand and will comply with the above-mentioned conditions of hire.

Print Full Name	Signature	Date

Notification Statement

Latrobe City Council is collecting this information solely for its application database. The information is only for Latrobe City Council for this purpose and will not be disclosed unless required under law or for the processes of making an insurance claim. For further information on privacy, please consult Council's Privacy Policy on our website.

Latrobe City Council Office Use Only

ON RECEIPT OF THIS APPLICATION THE FEE IS TO BE ALLOCATED TO CLR 2279.2704				
Application Receiving Officer: <i>(Print name and title)</i>				
Date Application Received:				
Application Approved:	Yes	☐	No	☐
Date Application Approved				

INSURANCE TYPE	AVAILABLE TO	ACTIVITIES COVERED AND GUIDELINES
Part A - Hirers of Council Owned/Controlled Facilities	Various Hirers of Council Owned or Controlled Facilities (not otherwise insured)	Activities conducted at and from the hired premises • Indemnity is only provided to the hirer of the facility. Indemnity is not provided to any other participants/performers/contractors that may be involved in the hire activity (e.g.: A band engaged for a wedding reception). Hirers should ensure these other parties have in place their own Public Liability insurance. • Hires that will involve attendance of more than 500 are not automatically covered • The hire activity is limited to a maximum period of five (5) consecutive days. • There is no coverage available where the hire is part of a festival/event. The event organiser should be required to effect their own insurance. • There is no coverage available to commercial entities that hire the facility and charge admission or derive monetary gain from the actual hire activity. There is no problem in covering commercial entities for hire activities where there is no monetary gain derived from the actual hire activity. There is also no problem in covering Not For Profit (NFP) entities who may charge for fund raising purposes. • There is no coverage for rock concerts.
Part B - Performers/Stallholders/Artists/Street Stalls/Buskers/Tutors and Instructors	Various Uninsured Performers, Stallholders, Artists, Buskers, Street Stallholders and Tutors/Instructors	Performers & Stallholders Covering various activities whilst participating in an event or program organised by Council or an event or program organised by others where Council requires coverage. Artists Covering artists whilst engaged in creating a commissioned work for Council or whilst leasing/occupying artist studios provided by Council. Street Buskers Covering various busking activities not otherwise excluded under a permit issued by Council. Street Stallholders Covering various activities of street stallholders operating under a Council permit. Tutors & Instructors Covering tutors and instructors whilst conducting leisure based courses under an engagement from Council at and from a Council facility (Excludes Child Care, Foster Family and Sporting Activities)

COMMUNITY LIABILITY COVER PART B: SUMMARY OF COVER

Presenters, Performers, Stallholders, Artists, Buskers, Tutors

INSURED

Uninsured persons or groups utilising Council owned or operated premises or facilities for their own use, including but not limited to Presenters, Performers, Stallholders, Artists, Buskers, Street Stallholders and Tutors/Instructors.

WHAT ACTIVITIES ARE COVERED

Presenters, Performers & Stallholders

Covering various activities whilst participating in an event or program organised by Council or an event or program organised by others where Council requires cover. Premium for these activities provides cover for the specified event or program and is limited to the duration of the event or program.

Artists (one off)

Covering artists whilst engaged in creating a commissioned work for Council. Premium for this activity provides cover for the duration of the period of commission.

Artists (leasing/occupying studios)

Covering artists whilst leasing/occupying artists' studios provided by Council. Premium for this activity provides cover for 12 months.

Street Buskers

Covering various buskers activities not otherwise excluded under a permit issued by Council. Buskers excluded activities include the use of knives, swords including theatrical knives and swords and any activity involving the use of fire. Premium for this activity provides cover for the specified event or program and is limited to the duration of the event or program.

Street Stallholders

Covering various activities under a Council permit. Premium for this activity provides cover for the specified event or program and is limited to the duration of the event or program.

Tutors & Instructors

Covering tutors and instructors whilst conducting leisure based courses under an engagement from Council at & from a Council facility, excludes Childcare, Foster Family and Sporting activities. Premium for this activity provides cover for 12 months.

SITUATION

Anywhere within the Municipality of Council

DEDUCTIBLE

\$1,000 each and every claim

LIMITS OF LIABILITY

- \$20,000,000 Public Liability
- \$20,000,000 Products Liability

POLICY PERIOD

30 June renewal date 4pm AEST
(or as Stated in Certificate)

ADDITIONAL POLICY EXCLUSIONS

- Sexual Abuse
- Amusements
- Products Liability – Children's Toys / Second Hand
- Electrical Items & Tools
- Security Personnel
- Fireworks / Pyrotechnics
- Rock / Pop Concerts
- Child Minding / Child Care Services
- Stallholders Sporting Activities
- Buskers Participation
- Total Listed Human Disease Exclusion

Note: these exclusions are additional to exclusions contained in the insurers policy document. You should refer to the policy document for all exclusions, terms and conditions.

GUIDELINES

Council records must show that it is the intention for persons/groups to be covered under this policy. There is no coverage available for persons or groups providing child minding or childcare services. There is no coverage available for sporting activities. No products liability coverage provided for children's toys and second hand electrical items/tools. Rock bands can be covered where they are a part of a Council festival or event where they are not the main attraction.

INSURER

QBE Insurance (Australia) Limited

POLICY NUMBER

MK2CLP017469LIA

IMPORTANT INFORMATION

This document is merely an outline of the cover provided. Please refer to the policy document for details of all the terms, conditions and exclusions applicable.

This summary is provided by JLT Risk Solutions Pty Ltd to Councils participating in the Master Policy. Councils are not permitted by law to provide any financial product advice on this product to you. Council's role is merely to provide access to JLT and the insurer's product.

Please refer to our Financial Services Guide which can be downloaded [here](#).

CONTACTS

Any questions should be directed to Council.



CLAIMS PROCEDURE

- As the hirer: **DO NOT** admit liability or offer to make any payments.
- Except for a simple acknowledgement, do not make any promises or enter into any correspondence with the claimant without the consent of your Insurers.
- Whether or not a claim has been made against you, as soon as you become aware of circumstances which could give rise to a claim, forward a written note of the facts or circumstances to the Council who will notify JLT on your behalf.
- If you receive a claim/demand from a third party, forward the documents to the Council as soon as possible together with whatever additional facts are known to you.
- An excess is payable in respect of all claims. This is a costs inclusive excess so investigative costs fall within the deductible amount.
- The excess is generally payable by the Hirer who is making the claim, however, you should check if this is the case with the Council.

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