

Contact Details:

Postal Address: 247 Rouse Street

(PO Box 214)

Tenterfield NSW 2372

Telephone: (02) 6736 6000 Facsimile: (02) 6736 6005

Email council@tenterfield.nsw.gov.au

Application for an Event at a Council Park, Oval or Reserve

Application is made under Section 68 of the Local Government Act 1993

| Tick Boxes ☑ the appropriate box | | | | |
|--|---------------------------------------|--|--|--|
| ☐ Bruxner Park ☐ Federation Park | ☐ Jubilee Park ☐ Millbrook Park | | | |
| ☐ Petherick Park ☐ Rotary Park | ☐ Shirley Park | | | |
| Other Park Name: | Location: | | | |
| If a question does not apply to your order of the High section does not apply to you sign the High section does not apply to you sign the High section does not apply to you sign the High section does not apply to you sign the High section does not apply to you sign the High section does not apply to you set app | additional information | | | |
| 1. Applicant's Details | | | | |
| Please provide the following details of the pe | rson or company organising the event. | | | |
| Event Organisers: | | | | |
| Contact Person: | | | | |
| Address: | Postcode: | | | |
| Phone: Work: | Mobile: | | | |
| Email: | | | | |
| Applicant's Signature: Date: | | | | |
| 2. Fees | | | | |
| Any booking fee and/or bond will be set charges. | in accordance with Council's fees and | | | |
| | | | | |

| 3. | Event Description |
|------------------|--|
| Please inform | provide clear details of the proposed event (if necessary attach additional ation). |
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| 4. | Location, Dates and Times |
| the are | cation of the proposed event should be clearly described and a sketch plan of ea (available from Council), drawn to an appropriate scale, is to be attached, ng the location of any associated temporary structures and equipment. |
| Locatio | on/Address: |
| Date o | f proposed Event: / Time: from to |
| 5. | Estimated Attendance |
| Please | indicate the number of people estimated to attend the event: |
| | |

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6. Access Provide details of any proposed access to the site, describe the nature/size/number of vehicles and the purpose of the access. No vehicles other than those approved by the Council are allowed onto a Council Park, Oval or Reserve. 7. **Equipment** Provide details of any equipment being used, i.e. BBQ, Marquees etc. 8. **Canteen Facilities** Please advise if you require the use of the canteen (where available). 9. **Entertainment Equipment** Provide details of proposed entertainment (i.e. bands, amusement rides, DJ's etc). A copy of Indemnity Insurance of owners of equipment and rides, eg jumping castles, merry-go-rounds, amusement devices to be supplied to Council before confirmation is made.

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| 10. | Will a PA system be used: Yes / No |
|----------------|--|
| If yes | s please give details: |
| | |
| | |
| 11. | Food Stalls |
| Provi | de details of all food stalls, food vendors, or mobile food vendors. |
| | |
| | |
| 12. | Public Notification of the Event |
| Provi event | de details of the proposed advertising and resident notification of the proposed t. |
| | |
| | |
| 13. | Construction Details |
| seation the p | de details of temporary structures to be erected (e.g. stages, scaffolding, ng), together with dimensions and construction details. Attach a detailed plan of proposed location, height dimensions and design of all proposed temporary tures. |
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| | |

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| 18. | Traffic | | |
|---|---------|--|--|
| Is a Traffic Control Plan required: Yes / No. If yes provide details. | | | |
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Notes

Please make sure that this application is filled out clearly with all of the relevant information supplied. If the information supplied is inaccurate or insufficient then the application for the event may be turned down or further information requested.

Tenterfield Tourist Information Centre can provide assistance with accommodation bookings, ticketing and reservations systems as well as marketing and promoting your event. For more information contact (02) 6736 1082 or email: tourism@tenterfield.nsw.gov.au

Please Return:
Tenterfield Shire Council
Open Spaces Regulatory & Utilities
Department
PO Box 214 (247 Rouse Street)
TENTERFIELD NSW 2372

| Official Use Only | | |
|-----------------------------------|-------|-----------|
| Officer: | | |
| Date: | | |
| Area Available on specified date: | ☐ Yes | □ No |
| Event Approved: | ☐ Yes | □ No |
| Fees: | Re | ceipt No: |

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Conditions of Hire

These conditions apply to the use of council controlled parks, ovals and reserves for an event (including filming).

The Hirer agrees that use of the Reserve for the holding of an Event open to the public is subject to the following conditions:

1. RESPONSIBILITY FOR ORGANISING THE EVENT

- That the Hirer and/or its contractors, agents and servants is the sole organiser
 of the Event and will undertake all supervision, safety planning and public
 security associated with the Event.
- Notwithstanding that Tenterfield Shire Council may supply certain services to the Event, such supply shall not be construed as to give Tenterfield Shire Council any responsibilities in respect of supervision, safety planning or security.
- That no form of publicity or advertising shall state or imply that Tenterfield Shire Council is an organiser or co-organiser of the Event. The name and/or logo of Tenterfield Shire Council may only be used with the express written permission of Tenterfield Shire Council.
- While the Council will use its best endeavours to prepare the reserve to a suitable condition the Hirer undertakes to assess the condition of the ground immediately prior to occupation and determine whether the ground is fit for intended use.
- The Hirer must comply with all Council requirements which may be displayed on notice boards erected at the Reserve and it should be noted that penalties apply for breaches of such notices. Any variations from the requirements of such notices must be approved by Council prior to the Event.
- The Hirer, must be 18 years of age or greater. The Event shall at all times be supervised by a competent person/s over the age of 18 yrs.
- Council reserves the right to refuse a hiring application where Council officers believe the proposed event may not be in the public interest. Disputes over this matter shall be referred to Council's Chief Executive whose decision shall be final.
- The organise is to provide Council with a Risk Assessment for the proposed Event and should pay particular notice to <u>Work Health and Safety Act 2011</u>

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2. INDEMNITY AND INSURANCE

For Incorporated Bodies, Sporting Bodies, Clubs, Associations of any kind or Profit Making/Commercial Groups or Persons.

- The Hirer shall indemnify the Council against loss of or damage to property of the Council and claims by any person against the Council in respect of personal injury or death or loss of or damage to any property arising out of or as a consequence of the holding of the Event but the Hirer's liability to indemnify the Council shall be reduced proportionally to the extent that the act or omission of the Council or the employees or agents of the Council may have contributed to the loss, damage, death or injury.
- The Hirer shall effect a Public and Products Liability policy of insurance with an insurer licensed to write liability insurance business in Australia which policy shall:
 - a) Be specific to this Event or be extended to include the Hirer's liability arising from this Event,
 - b) Have Tenterfield Shire Council noted in the policy for respective rights and interests,
 - c) Be issued in the registered company name of the Hirer or, where the Hirer is not incorporated, in the full names of all of the Hirers,
 - d) Have a Limit of Indemnity of not less than Twenty Million Dollars (\$20,000 000) for any one occurrence. (The Council may require a higher Limit of Indemnity in certain circumstances),
 - e) Be in force for the currency of the Event,
 - f) Provide indemnity in respect of all unregistered vehicles, plant and machinery used in the execution of the Event.
 - g) The Hirer shall, prior to commencement of the Event supply a Certificate of Currency to the Council in confirmation of the above.

2(a). INDEMNITY AND INSURANCE Casual Hirers

- Council's "Casual Hirers" policy is in force to protect against public liability claims arising from the casual hiring of specified Council facilities.
- So in effect, all hirers (apart from those specified above in Clause 2) are covered under this policy in accordance with the terms and conditions of the policy wording, providing that they do not have the same specified facility more than a total of twelve (12) days over any twelve (12) month period.

Important things to bear in mind in respect of this policy include:

- \$1,000 excess applies to each and every claim, which is payable by the hirer.
- The insured limit of indemnity is \$20 million.
- Council must be notified immediately in the event of any incident that may result in a claim against the policy.

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3. CARE OF PREMISES

- The Hirer will ensure that only those vehicles involved with preparation of the Event are allowed on the grassed surfaces and all care must be taken. Please note that the Hirer will be held responsible for any damage which may occur to the ground surface.
- The Hirer will ensure that no stakes, pegs, spikes, nails or similar shall be driven into any surface or part of the reserve without specific permission from Council officers. Any need for such fastenings should be referred to Council officers prior to the Event.
- The ground and any buildings ancillary to it are to be left in a clean condition after the Event. The Hirer will need to arrange a sweep of the grounds for litter and the cleaning of the toilets after the Event.

4. AMUSEMENT DEVICES

- The Hirer will ensure that any Amusement Devices to be used in the Event are supplied by a reputable supplier and will ensure the supplier holds a public liability policy in the sum of no less than twenty million dollars and holds all necessary licences; and
- The Hirer will ensure there are covers over any cables to avoid trip hazards.

5. FOOD AND DRINK

If you propose to sell food you must read, understand and comply for the entirety of the event with the NSW Food Authority Food Handling Guidelines for Temporary Events available from www.foodauthority.nsw.gov.au

6. PUBLIC NUISANCE

- The volume of the ground announcement and noise is to be kept to a reasonable level and a minimum level after 10pm. The ground is to be completely vacated by 11pm.
- The Hirer is to ensure that traffic and parking is controlled so as to minimise any inconvenience to residents and visitors to the area.

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7. HIRER'S DECLARATION

I have read and understood the foregoing and acknowledge that failure to observe the Conditions of Hire may result in cancellation of my booking.

I agree that I will abide by the Conditions of Hire

| Signed: | _ Date: | / | / |
|---|-------------|------------|------------------|
| (Please ensure that you have the authority requir | ed to be al | ole to sig | n for this event |
| Name (block letters): | | | |
| as / on behalf of: | | | |
| Position within organisation: | | | |

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