



INFORMATION, TERMS AND CONDITIONS OF HIRE OF A COUNCIL PARK, OVAL OR RESERVE

The below Information, Terms and Conditions apply to the use of Tamworth Regional Council (TRC) controlled Parks, Ovals and Reserves for an Event (including filming). By submitting an *Application to Hold and Event on a Council Park, Oval or Reserve*, the Applicant agrees that use of the Park, Oval or Reserve for the holding of an Event open to the public is subject to the following conditions.

RISK AND INSURANCE

Indemnity and Public Liability Insurance

The Applicant will obtain Public and Products Liability Insurance which shall not be less than \$20 million or such other sum as may be required by TRC from time to time. The insurance cover obtained will:

- be specific to the Event or be extended to include the Applicant's liability arising from the Event;
- have TRC noted in the Policy for respective rights and interests;
- be issued in the registered company name of the Applicant or, where the Applicant is not incorporated, in the full names of all of the Applicants;
- have a Limit of Indemnity of not less than \$20 Million for any one occurrence. (TRC may require a higher Limit of Indemnity in certain circumstances);
- be in force for the currency of the Event; and
- provide indemnity in respect of all unregistered vehicles, plant and machinery used in the execution of the Event.

The Applicant must supply a Certificate of Currency to TRC in confirmation of the above, upon submission of an *Application to Hold an Event on a Council Park, Oval or Reserve*.

Any service providers using the site in conjunction with the Event, (including, but not limited to marriage celebrants, caterers, musicians, photographers, amusement device operators etc.) must also provide a copy of their Certificate of Currency to TRC. It is the responsibility of the Applicant to supply these documents to TRC upon submission of an *Application to Hold an Event on a Council Park, Oval or Reserve*.

The Applicant indemnifies TRC in respect of all loss, damage, injury or death arising out of any matter related to the Applicant's use of the area regardless of whether such loss, damage, injury or death is direct, indirect, special or consequential.

Risk Assessment

The Applicant is responsible for undertaking all Risk Assessments associated with the Event and is to provide a copy of the completed Assessment to TRC on submission of an *Application to Hold an Event on a Council Park, Oval or Reserve*.

Site Induction

The Applicant must be inducted onto the Event site by a TRC staff member prior to any Event bump in.

Additional on site meetings can be arranged with TRC staff prior to the Site Induction if required. Please contact TRC's Sports and Recreation Division on (02) 6767 5555 to arrange such a meeting.

Amusement Devices and Service Providers

If your event will include amusement devices/activities/structures (such as JUMPING CASTLES) the individual vendors are also required to provide TRC with a copy of their **Certificate of Currency** (to the minimum sum of \$20 million or such other sum as may be required by TRC from time to time). It is the responsibility of the Applicant to source and provide these documents to TRC upon submission of an *Application to Hold an Event on a Council Park, Oval or Reserve*.

The Applicant is solely responsible for ensuring that all participating vendors have and are able to provide upon request, their most recent Maintenance and Inspection Records and evidence of compliance with Safe Work NSW's requirements for amusement devices.

All amusement devices must be installed and supervised by a licenced and insured vendor, and only after the Applicant has been inducted on to the site by TRC staff, prior to the event date. No amusement devices are to be brought into the approved location without the explicit prior approval from TRC.

Some other conditions regarding the use of Amusement Devices include, but are not limited to:

- amusement devices must be wholly within the approved area and not infringe upon any road or car park;
- the device must not be driven into the park, unless specifically instructed to do so by TRC staff at the Site Induction;
- devices are only to be secured to the ground as instructed/agreed upon by TRC staff at the Site Induction. Pegging devices into the ground without this specific approval may cause damage to underground services such as irrigation systems;
- the desired location for amusement devices must be displayed on the Site Layout (to be supplied to TRC upon submission of an Application to Hold an Event on a Council Park, Oval or Reserve) and must be agreed upon at the Site Induction, prior to bump in;
- the amusement device must not interfere with any other operations of the park, oval or reserve;
- any damage caused by the device to the park or its infrastructure must be fully rectified prior to vacating the site. TRC reserves the right to pursue compensation from the Applicant in order to undertake repairs and remuneration works; and
- where electricity is not accessible within the park, all amusement devices must provide their own silent generators.

The above requirements and conditions also apply to the use and presence of any other service providers.

The Applicant releases and indemnifies TRC and keeps TRC released and indemnified in perpetuity in respect of any and all claims, actions, suits, demands, costs, charges and expenses arising out of any matter connected with or related in any way to the use of any and all amusement devices and service providers at the Event, including but not limited to loss, damage, accident, injury, and death of whatsoever nature or kind and however sustained or occasioned and whether to property or to persons and regardless of whether such loss or damage is special, direct, indirect or consequential.

SECURITY, HEALTH AND SAFETY

Food

At all times the storage, preparation and handling of food must comply with the Food Act 2003 and the *NSW Food Authority "Guidelines for Food Businesses at Temporary Events"*.

Before selling any food the food preparation and service areas must be inspected and approved for use by a TRC Environmental Health Officer (EHO). Contact (02) 6767 5555 to arrange an inspection.

Food preparation and storage areas can be inspected at any time food is being sold.

Alcohol

The consumption, provision or sale of alcohol within TRC parks and reserves is restricted, if not prohibited without the express written permission from TRC's General Manager.

A Liquor Licence is required to sell alcohol of any kind, be it for consumption on the premises, or for take home purposes. Should you wish to distribute or sample alcohol at your event then you must address a letter to the General Manager at least two months prior to the event in question, requesting that the ban be lifted and listing details of the event, Responsible Service of Alcohol (RSA), security measures, hours of service, etc. Details of the liquor licence must also be supplied.

The Applicant must forward a copy of the obtained permission to TRC's Sports and Recreation Division as soon as received.

It is the responsibility of the Applicant to obtain the Liquor Licence and comply with all its conditions and terms. In addition to any other indemnities set out herein, the Applicant also indemnifies TRC in respect of any breach of the terms of the Licence by the Applicant.

Security

The Applicant is solely responsible for ensuring that appropriate security, health and safety measures are undertaken in relation to the Event and all associated vendors, contractors, organisers and participants. This is inclusive of, but not limited to crowd control, risk assessments, first aid and need of security personnel and infrastructure.

TRC does not provide such services for events, and areas requested for hire will not be fenced or sectioned off by TRC staff. Should such measures be required, it is the responsibility of the Applicant to make such arrangements.

Any approval granted by TRC to the Applicant to hold an Event on a TRC park, oval or reserve is approval to conduct a 'social gathering' only. Approval does not give exclusive use of a park, oval or reserve, nor does it give the Applicant any rights or permissions to approach or relocate other park users.

Smoking

In accordance with the *Smoke-free Environment Act 2000* and TRC's *Smoking in Public Places Policy* smoking is prohibited within four metres of the pedestrian access point to public buildings. Penalty notices may be issued to any person who fails to comply with these terms. All TRC venues are smoke-free and no smoking is permitted inside buildings. Smoking is permitted outside venues, however the Applicant is responsible for ensuring all cigarette butts are collected and removed. The Applicant is responsible for ensuring that no smoking is permitted inside any TRC facility (including public amenities).

Animal Farms, Pony Rides and Reptile Displays

Such attractions are permitted on the condition that:

- pony rides must not stray from the authorised area;
- rides must not interfere with any other functions or patrons of the park;
- horse floats must be kept on the roadside or car park (and the horses walked in);
- a copy of the operators Certificate of Currency must be supplied to TRC prior to Event approval;
- the approved area must be left clean and tidy and free of any waste at the completion of all activities; and
- any damage to the park and/or its infrastructure must be rectified prior to your departure.

It is the sole responsibility of the Applicant to ensure that all appropriate licences and permits are obtained and current with respect to the relevant animal/s to be present at the Event. Said licences and permits must be made available to TRC, should they be requested.

The Applicant releases and indemnifies TRC and keeps TRC released and indemnified in perpetuity in respect of any and all claims, actions, suits, demands, costs, charges and expenses arising out of any matter connected with or related in any way to the use of any and all animals at the Event, including but not limited to loss, damage, accident, injury, and death of whatsoever nature or kind and however sustained or occasioned and whether to property or to persons and regardless of whether such loss or damage is special, direct, indirect or consequential.

Waste Management

Events are NOT permitted to use existing park, playground or street bins, which are required to accommodate general public use of the park and facilities throughout the week.

The Applicant has the option of either using a Private Waste Contractor OR the services available under TRC's Waste Contract for Event Bins (please contact TRC for more information on this, if required).

In selecting the Special Event Bin option and submitting this form, the applicant agrees to the following:

- the Applicant is responsible for the security of all bins once delivered to the confirmed location;
- should an event bin be damaged or go missing, then a replacement fee for each effected bin will apply and be invoiced;
- the equipment is to be used for its intended purpose and no other;
- use of the equipment is at your own risk and TRC is not liable for any damage or injury caused by the equipment;
- TRC's Waste Contractor remains the owner of the equipment supplied;
- in the event that the nominated number of bins is deemed insufficient for the event type, TRC reserves the right to adjust the number of bins ordered; and

- should the park be left in an untidy or unsanitary condition following the event, associated costs for clean up will be invoiced back to the Applicant.

Vehicles

Only vehicles authorised by TRC are permitted to enter a TRC Park, Oval or Reserve, and only after a Site Induction has been carried out between a TRC staff member, and the Applicant.

Public Nuisance and Offensive Noise

Offensive noise is defined in the Protection of the Environment Operations Act 1997 as noise:

- a) *that, by reason of its level, nature, character or quality, or the time at which it is made, or any other circumstances;*
 - i. *is harmful to (or is likely to be harmful to) a person who is outside the premises from which it is emitted, or*
 - ii. *interferes unreasonably with (or is likely to) with the comfort or repose of a person who is outside the premises from which it is emitted, or*
 - iii. *that is of a level, nature, character, or quality prescribed by the regulations or that is made at a time, or in other circumstances, prescribed by the regulations.*

Noise should not be heard in a habitable room in a neighbours residence:

- Before 8am and after midnight on any Friday, Saturday or the day immediately before a public holiday
- Before 8am and after 10pm on any other day.

The use of amplification devices may be prohibited at the discretion of TRC.

The Applicant is to ensure that traffic and parking is controlled so as to minimise any inconvenience to residents and visitors to the area.

AMENITIES

Toilets

Please note that should additional amenities be required, this is the sole responsibility of the Applicant to arrange. TRC does not supply portable amenities.

Please note that fees for additional cleaning of existing amenities are the financial responsibility of the Applicant, and will be included on the final invoice.

Portable Toilets

TRC does not supply portaloos.

Desired positioning of portaloos should be outlined on the *Application to Hold an Event on a Council Park, Oval or Reserve* form, as well as included in the Site Layout (which is also to be submitted with the application). Units are not to be positioned near food areas (including barbecues). The final positioning of any approved portaloos will be at the discretion of TRC.

Electricity

Not all TRC Parks, Ovals and Reserves have accessible power. Should an Event require power at a location where power, is not accessible, it is the responsibility of the Applicant to source suitable alternative power supplies.

Floodlighting

Floodlighting is not available within TRC Parks and Reserves. Should an event require lighting it is the sole responsibility of the Applicant to make sufficient arrangements externally.

Barbecues

Where permanent park barbecues are not available, only portable gas barbecues are permitted. Drip mats/trays must be placed under the barbecue to collect any spillage. Should any damage to the park or infrastructure result from barbecue use, TRC reserves the right to pursue compensation from the Applicant for repairs and remuneration works.

This consent is always subject to current fire restrictions: Contact NSW Rural Fire Service.

ADDITIONAL INFORMATION

Booking Confirmation/Approval

Any approval granted by TRC to the Applicant to hold an Event on a TRC park, oval or reserve is approval to conduct a 'social gathering' only. Approval does not give exclusive use of a park, oval or reserve, nor does it give the Applicant any rights to approach or relocate other park users.

Booking Amendments and Cancellations

Any amendments requested to the original application may delay the Event assessment and/or approval process.

Any amendments to the original application must be submitted in writing to recreationbookings@tamworth.nsw.gov.au a minimum of five business days prior to the Event date.

Cancellation of a confirmed booking must be submitted in writing to recreationbookings@tamworth.nsw.gov.au a minimum of five business days prior to the Event date. Failure to do so may result in fees and charges being invoiced, regardless of the Event's cancellation.

Fees

Fees for hire of TRC facilities are in accordance with the Annual Operation Plan. Fee totals will vary depending on event type, location and duration, and can only be quoted once the application has been assessed.

Applications will **not** be considered if the Applicant has outstanding charges owed to TRC from previous hire of TRC parks, ovals or reserves.

Traffic Management

If your event involves the use or closure of public roads or potentially has an effect on local roads, you may be required to complete a *Traffic Management for a Special Event* application. Applications are assessed by the Tamworth Regional Local Traffic Committee on the first Wednesday of each month, and should be submitted a minimum of two weeks prior to the next meeting date. Fees and charges may apply if TRC is required to implement traffic control measures on the event date.

Please contact TRC's Road Infrastructure Division on (02) 6767 5555 for more information on this process and requirements.

Parking

When using TRC parks, reserves and sportsgrounds, vehicles must be parked in designated parking areas (and not on a grassed area unless otherwise authorised by TRC). Any vehicles found to be parked illegally, i.e. obstructing driveways or parked on footpaths etc. will receive an infringement.

Development Approvals and Temporary Structures

Your Event may require separate Development Approval (DA) if the Event:

- a) is likely to impact the environmental resources associated with the Event location;
- b) is likely to have an impact on Aboriginal cultural heritage sites or items;
- c) is to be held on land that is subject to natural hazards, such as bushfire prone or flood plains;
- d) will require on site overnight stays, by either Event personnel or participants;
- e) will have any impact on traffic flow on State or main roads; or
- f) temporary structures do not meet the standards outlined below.

Erection and use of temporary structures must comply with legislative standards outlined in the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, specifically Part 2 ➤ Division 3:

- Subdivision 1 General requirements for temporary uses and structures;
- Subdivision 7 Tents, marquees or booths for community events; and
- Subdivision 9 Stages or platforms for community events

For more information, please refer to State legislation at <https://www.legislation.nsw.gov.au/#/view/EPI/2008/572>.

Events undertaken in the following locations *do not* require a DA:

- Bicentennial Park
- Viaduct Park

A DA can take **six to eight weeks** to process, which should be taken into consideration when planning and booking the Event.

The Hirer is responsible for any associated DA fees that may be applied.

For more information or clarification on the need for a DA, please contact TRC's Development Hub on (02) 6767 5555.

Weather

Should inclement weather prevent the Event from proceeding, fees for venue hire may not be charged, however, any fees pertaining to additional services such as cleaning and waste management may still be applied.

Destination Tamworth

Destination Tamworth can provide assistance with accommodation bookings, ticketing and reservations systems as well as marketing and promoting your event. For more information, contact TRC's Business and Events Division on (02) 6767 5555.

RESPONSIBILITY FOR TAMWORTH REGIONAL COUNCIL

TRC will use its best endeavours to ensure that the Park, Oval or Reserve is prepared and is fit for purpose, prior to the Event's commencement

Privacy

Personal information supplied to or collected by TRC will only be stored and processed by TRC for lawful purposes directly related to the functions and activities of TRC. Any personal information supplied will only be disclosed to a third party for the purpose of performing a lawful function or activity and for no other purpose. Disclosure of personal information to a third party will be in accordance with TRC's Privacy Management Plan.

RESPONSIBILITY FOR THE APPLICANT

The *Application to Hold an Event on a Council Park, Oval or Reserve* must be completed and submitted in its entirety for the application to be considered.

The Applicant and/or its contractors, agents and servants are the sole organisers of the Event and will undertake all supervision, safety planning and public security associated with the Event.

TRC may supply certain services to the Event. Such supply shall not be construed as to give TRC any responsibilities in respect of supervision, safety planning or security.

No form of publicity or advertising shall state or imply that TRC is an organiser or co-organiser of the Event. The name and/or logo of TRC may only be used with the express written permission of TRC.

The Applicant must comply with all TRC 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 TRC prior to the Event.

The Applicant 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 years.

The Applicant must assess the condition of the ground immediately prior to occupation and determine whether the ground is fit for intended use.

The Applicant will ensure that a reasonable Care of Premises is adhered to, in that:

- only those vehicles involved with preparation of the Event are allowed on the grassed surfaces and that all care must be taken;
- the Applicant will be held responsible for any damage which may occur to the ground surface, which may include financial costs for repairs/reinstatement of the grounds;
- the Applicant will ensure that no stakes, pegs, spikes, nails or similar shall be driven into any surface or part of the Park, Oval or Reserve without specific permission from TRC officers. Any need for such fastenings should be referred to TRC staff prior to the Event; and
- the ground and any buildings ancillary to it are to be left in a clean condition after the Event. The Applicant will need to arrange a sweep of the grounds for litter. Failure to leave the grounds in a clean and tidy condition may result in financial costs being charged back to the Applicant.

DISCLAIMERS

The granting of consent to use any TRC Reserve for any purpose is solely at the discretion of TRC. Any proposed use that may be considered to be contrary to the purpose and amenity of the reserve will not be permitted. Particular scrutiny will be given to activities on any reserve that recognises or pays tribute to past events or people.

TRC reserves the right to refuse a hiring application where TRC officers believe the proposed Event may not be in the public interest. Disputes over this matter shall be referred to TRC's General Manager whose decision shall be final.