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# Terms and Conditions

For the use of Parks and Reserves for Events (Including Schedule of Charges)

*Note: Not all terms and conditions identified here will relate to your event or activity. Please discuss your requirements with staff at the Queens Park Office.*

## 1. Bookings

All events must be recorded in the Parks Division booking system. While we may not be able to provide you with exclusive use of a park, we can advise other Event Organisers of your event, thus avoiding unnecessary double bookings.

Booking form and payment is due within two weeks of tentatively making a booking if this is more than two weeks in advance of the date of your event. If the event is within two weeks of your booking then you are required to pay and hand in booking form at time of the booking. Other circumstances are up to the Park Manager's discretion.

Some hiring of parks and reserves require collection of a key from the Parks Office to gain access to specific areas/facilities. Please check with the Parks Office whether you require a key prior to your event.

Please note that members of the public must have freedom of use of the park except for closed events.

We strongly advise you to provide a postponement date and to consider organising a wet weather venue in case of inclement weather.

The park is hired on an "as is" basis and Council is not responsible to carry out any extra work (ie extra grass mowing, opening of barriers etc.) unless prior agreement has been reached with the Parks Manager and the appropriate fee paid.

Council will not be responsible for any damage caused to the hirer's property or items of clothing in any way whatsoever.

## 2. Cancellation and termination

Please advise the Parks Office as soon as possible if you decide to cancel or postpone an event so other groups wishing to use the park can benefit. Due to popularity for some Parks and Reserves, the fee will only be refunded should the event be cancelled at least two weeks prior.

Should any conditions as part of this consent not be met or adhered to, Council may withdraw permission at any time, and any future applications for park use may be denied.

## 3. Fees and Charges

Use of some Council parks is conditional on the payment of a fee to be paid when booking or by arrangement with the Parks Manager. We will also need to know whether you require power for some facilities or any other special requirements when making the booking. Extra charges may apply.

The Parks Manager reserves the right to charge additional fees if the event or activity is deemed to require extra park staff to be on duty.

Any marquee, stage, large structure, circus, fair, carnival or other commercial organisation will be subject to the approval of the Parks Manager and may be charged an additional fee and in some cases, a bond for damages.

#### **4. Damage bonds**

If you are holding your event on a Council park, you may be required to pay a bond to cover potential costs of repairing any damage and undertaking any clean up work (if the area is not left in the way it was found).

The bond amount will depend on the area you are using and the scale of activities you are undertaking. You will be required to pay the bond prior to the event.

Bonds will be refunded if the park is returned to its original condition at the end of the event and conditions have been complied with. Council reserves the right to deduct any costs it incurs as a result of the event, from any bonds held.

#### **5. Health and Safety**

A Health and Safety Plan is required for your protection and Council's. A Health and Safety Plan is a document that:

- identifies all the hazards which may threaten participants or other people in the vicinity during the event.
- Indicates what reasonable controls the organiser has put in place to eliminate, isolate or minimise the hazards identified.

In most cases, members of the public will have freedom to move around and through the park during your event without restriction. The Event Organiser is responsible for ensuring that the plan is followed and that there is compliance with the requirements of the Health and Safety in Employment Act 1992, including amendments by the Health and Safety in Employment Act 2002.

The plan should outline possible causes of hazards, possible outcomes, and the suggested actions to reduce such hazards.

Your Health and Safety Plan for your event must be submitted to the Parks Manager for approval prior to the event commencing.

#### **6. Indemnity Insurance**

The purpose of an indemnity is to require the person giving the indemnity to meet any claims against the person who holds the indemnity.

If an event is to take place in an area which is usually open to the public, and which has private property nearby, Council needs to ensure that no injury occurs to members of the public and that no damage occurs to other people's property.

#### **7. Public Liability Insurance**

Public liability insurance is an insurance policy held by an organiser of an activity. It provides the organiser with some protection if a third party brings an action against the organiser or when there is a risk of damage. Without such a policy the organiser would be personally liable. Public liability insurance will also be important when the organiser has indemnified Council, and a third party makes a claim against Council.

## **8. Parking and Traffic Management**

If your event is likely to attract more than the allocated space for vehicles to the park, consideration must be given to parking requirements and the management of overflow parking. If any part of your event is to be staged on a road, or restricting vehicle or pedestrian access, a Traffic Management Plan will be required.

Motorised vehicles are not permitted on Council parks other than on areas designated as roadway or parking without prior written authority from the Parks Manager. Vehicle speed must be kept to a minimum.

Please discuss your requirements with the Parks Manager.

## **9. Security on Site**

The Event Organiser is solely responsible for the security of event participants and any facilities or structures brought on to the reserve for the duration of the event.

## **10. Toilet facilities**

Many of the parks have public toilets provided. Some toilets may require an arrangement to have them unlocked/locked by Parks Staff. Please check with the Parks Office for information on where these are. You may also be required to bring your own toilet paper and other products to ensure the toilets are kept clean for the next event.

It is the responsibility of the Event Organiser to ensure that adequate toilet facilities are provided for the numbers of people expected to attend your event. Portable toilets should be hired if required.

## **11. Rubbish**

The Event Organiser is responsible for ensuring that your area of the park is kept tidy and rubbish free during your event and that all rubbish resulting from your event is removed from the park at the conclusion of your event.

In some cases it may be necessary to supply additional rubbish bins/bags during your event. This will be the responsibility of the Events Organiser.

## **12. Animals**

In 2005 the Council adopted the Dog Control Policy for the City's parks and reserves. In most parks this requires all dogs to be kept on a lead and under control at all times and for dog owners to clean up after their dogs. Dogs are not permitted on marked sports fields or within ten metres of any play equipment.

Please discuss your requirements with the Parks Manager if you wish to have animals as part of your event. Circuses and other events requiring animals will be required to guarantee that all animals will be suitably housed and kept under control at all times.

## **13. Structures**

Large structures and temporary buildings may require prior consent from Council's Building Consent Department. Please discuss your requirements with the Parks Manager in the first instance.

## **14. Noise/Glare/Vibration/Dust Control**

Please discuss any adverse effects that might result from your event with the Parks Manager.

Noise control comes under the provisions of the Resource Management Act 1991 which aims to protect people from unreasonable or excessive noise; provide noise control in the community; protect the rights of people and industry to make a reasonable amount of noise; and to allow the public, local authorities and Police to work together to control noise.

For more information about the amount of noise and resulting nuisance your event is likely to create, contact the Council's Environmental Health Division.

## **15. Food stalls and permits**

If your event is on a Council park or reserve you will need to indicate whether you intend to have food traders (including a 'sausage sizzle') at your event when you complete your event application form. As the Event Organiser you are obliged to make your food traders aware of the basic hygiene rules for handling food. Council encourages the provision of healthy food options.

All mobile or travelling shops and stalls (including public events where food is intended to be provided free of charge, ie sausage sizzle) are required to obtain a stall licence or health premise licence from the Council to trade. For more information contact the Council's Environmental Health Division.

The trading of tobacco or illegal substances is not permitted on Council parks.

## **16. Liquor licences**

If you wish to supply or sell alcohol at your event, you may need to obtain a Special Liquor Licence from the District Licensing Agency. Please Note: This process can take up to 20 working days to complete. A liquor ban is in effect in some Council parks – please discuss your requirements with the Parks Manager.

## **17. Mobile Traders**

Mobile traders may be permitted on some parks at the discretion of the Parks Manager and will be dependent on the following conditions:

- Mobile traders will be charged a daily, weekly or monthly fee according to the length of time requested. All fees are to be paid in advance.
- In accordance with the Mobile Trading Bylaw 1983 all mobile or travelling shops and stalls are required to obtain a licence from the Council to trade. For more information contact the Council's Environmental Health Division.
- Details of the type of goods to be sold are to be submitted to the Parks Manager on application.
- Details of the appearance of the mobile unit are to be submitted to the Parks Manager on application.
- The unit shall not impede or inconvenience the flow of pedestrians or park users at any time. No public seating or facilities are to aid, form part of or be used in conjunction with the unit.
- No amplified music is permitted.
- Advertising shall be limited to that which can be attached to the unit.
- The trading of tobacco or illegal substances is not permitted on Council parks.
- The Mobile trade permit holder may give one week's notice of termination of this agreement.
- Failure to comply with any of these conditions will result in the permit being cancelled or varied.

## **18. Policies and Bylaws**

Event Organisers shall adhere to the management policies of the current Reserve Management Plan and any Council Bylaws, Policies and Regulations. Parks staff can assist with providing this information.

## **19. Consultation**

If your event is likely to attract large crowds, or if it involves amplified sound, road closures, traffic control or parking restrictions, you may need to consult with nearby businesses and residents.

Road closures, parking restrictions and traffic control may affect residents' access to their properties and may also impact on workers accessing their place of business or customers accessing commercial properties and shops. Please discuss your requirements with the Parks Manager.

## **20. General Conditions**

- 20.1 Emergency and public access ways must be kept clear at all times.
- 20.2 Activities must not restrict general public access and enjoyment of the park.
- 20.3 Please follow all directions given by the Park Officer or Park Ranger responsible.
- 20.4 All park resources, including fences, structures, vegetation, rocks and turf are protected and are not to be altered in any way.
- 20.5 Any requests for additional work on the park necessary for the event shall generally be carried out by the Parks Operations Department of Council, as approved and directed by the Parks Manager. Cost of additional works shall be at the expense of the Event Organiser. Details of special requirements must be made at time of booking.
- 20.6 Consent applies to the approved allocated area as indicated on the booking form and as instructed by the Parks Manager for the specified date/s only.
- 20.7 The lighting of fires and fireworks is not permitted on parks without the prior written approval of the Parks Manager and the appropriate fire permit has been obtained.
- 20.8 The Event Organiser shall notify the Parks Manager of any accident on the park during an event, or any defect in the park facilities or equipment that the Event Organiser becomes aware of.
- 20.9 The Event Organiser shall not assign, sub-license, mortgage, charge, encumber or part with possession of any area within the park, or any facilities or equipment without the prior written approval of the Parks Manager.
- 20.10 The Event Organiser shall not make any alterations or additions to any facilities (including the fixing of temporary signs or advertisements in the park or to the exterior of any facility) without the prior written approval of the Parks Manager.
- 20.11 The Event Organiser shall be responsible for obtaining all permits, consents, approvals and licenses.
- 20.12 The Event Organiser must ensure that the performance, playing or showing of any copyrighted work complies with the Copyright Act 1994.
- 20.13 All organised events on Parks and Reserves should be promoted as being Smoke Free.

