

# PARK, GARDEN OR RESERVE

## TERMS AND CONDITIONS OF USE

Failure to comply with these conditions could result in the withdrawal of future approvals, the recovery of costs and/or the institution of legal action.

### General Conditions – By signing this application the applicant acknowledges and accepts all terms and conditions

1. This Parks, Gardens and Reserve Booking is issued subject to the event organiser meeting the conditions of approval and obtaining all necessary approvals of Dubbo Regional Council and any other relevant authority.
2. All bookings must be conducted in accordance with confirmed dates, times and venue, the Conditions of Use for Dubbo Regional Council Parks, Garden and Reserves and comply with COVID-19 NSW and Federal current advice / regulations. Public Health Orders must be adhered to at all times.
3. Event organisers must ensure that Dubbo Regional Council is notified in writing of any changes/cancellations to the application.
4. Parks, gardens and reserves are a public space and therefore exclusiveness to an area booked for an event is not guaranteed.
5. Dubbo Regional Council's Public Liability Insurance Policy covers the respective rights and liabilities of the Dubbo Regional Council and its agents but does not cover any negligence attributable to the event organiser or person acting on the event organiser behalf. A copy of the Licensee Public Liability Insurance Policy is to be submitted to Dubbo Regional Council prior to the event /activity with the Application Form.
6. Event organisers have a duty of care to ensure that possible risks are identified and put in place actions to mitigate risk to persons and/or property. Event organisers are responsible for conducting their own risk assessment of Council's Parks, Garden and Reserves prior to an event and provide a Risk Management Plan to Council at least 6 weeks prior to the event.
7. Any assistance required to be undertaken by the Recreation and Open Space Team for this event / activity outside normal working hours of Monday to Friday 9:00am to 5:00pm, will be charged to the event organiser at the applicable Dubbo Regional Council rates as set out in the Dubbo Regional Council Fees and Charges.
8. An inspection of the park, garden or reserve including playgrounds, paths, grassed area, amenities etc. is to be carried out by the event organiser prior to the commencement of the event to ensure the safety of the open space prior to use. Any problems should be fixed immediately if possible or referred to Council as soon as practical. The event should not commence until any problems are rectified.
9. Should keys be required they are to be collected from Council's Administration Building one day prior to the event and returned one day post event. Event organisers will be charged to replace any damaged or lost keys as set out in the Dubbo Regional Council Fees and Charges.
10. Event organisers must remove all equipment (either privately owned or hired from a third party,) temporary structures, signage and waste from the park, garden or reserve at the conclusion of the event/ activity.
11. Dubbo Regional Council does not take responsibility for any loss or damage to the event organiser infrastructure and equipment associated with their event / activity installed in the park, garden or reserve. All infrastructure and equipment that is on site is at the event organisers own risk.
12. The event organisers agrees to adhere to all reasonable directions or requests given by any authorised officer of Dubbo Regional Council or members of the NSW Police Service. Failure to do so will result in the termination of the booking
13. Strictly, no vehicles are to be driven on any park, garden, reserve or non-defined vehicle areas without written approval from Council.
14. No parking of vehicles is permitted on any grass area without written council approval.
15. Events held in Victoria Park are not to use, activate or park on the area surrounding the War Memorial Cenotaph. A distance of 2m from the sandstone plinths is required.
16. Event organisers are responsible for ensuring that suitable arrangements are made for access by emergency vehicles (e.g. Police, Fire Brigade and Ambulance).
17. All marquees, jumping castles and signage erected should be secured by sand or water weights. Adherence to Council's Peg Policy for Sporting Grounds, Parks and Gardens including no permitted use of star pickets or pegs bigger then 5mm wide and 200mm long. Written approval from Council is required for use of pegs outside this policy as the marking of underground services will be required and incurs additional charges.
18. Event organisers with planned jumping castle or inflatable equipment activities must ensure they have a copy of the owner's public liability insurance and risk management plan which includes actions to mitigate against risk associated with wind events.
19. Approval for amusement devices and animal shows/pony rides must be made through Dubbo Regional Council. Small amusement devices do not need approval from Council but must be registered with Safeworks NSW and have a minimum \$10m insurance coverage. For events that require amusement device approval, event organisers will be required to complete the 'Approval to Install or Operate Amusement Device Form'. Refer to Council's online Event Organisers Toolbox for more information.

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temporary events must comply with the relevant legislations. Event organisers must not erect, display, affix or exhibit any sign, advertisement, name, notice or hoarding on a park, garden or reserve without the prior approval in writing to Dubbo Regional Council.

21. No smoking is permitted within parks, gardens or reserves. It is the responsibility of event organisers to ensure that all spectators attending abide by this regulation.

### PARK, GARDEN AND RESERVE CLOSURE CONDITIONS:

1. Dubbo Regional Council reserves the right to prohibit the use of any park, garden or reserve in the event of heavy rain, in times of drought, or where damage is likely to be caused.
2. Any excessive damage caused to a park, garden or reserve from inappropriate use is the responsibility of the event organiser. Dubbo Regional Council will invoice the event organiser for all damage caused to the park, garden or reserve.

### SALES AND CONSUMPTION OF ALCOHOL:

1. Council, parks, gardens and reserves are alcohol free zones between 9pm and 9am daily, responsible consumption is required outside such hours.
2. For the sale of liquor at the event / activity at a park, garden or reserve, the event organiser must apply to the Department of Gaming and Racing for a temporary or permanent function licence. A temporary function licence can be granted for up to three functions per year.

### ELECTRICAL CONDITIONS:

1. Council encourages event organisers to utilise equipment which doesn't require power or provide a generator as only certain parks and gardens have power available.
2. The event organiser is required to pay the cost of any 'call out' necessary to reinstate power at the venue due to a power overload. At no time shall any power outlets or electrical switchboards be changed, upgraded or modified in any way.
3. It is the responsibility of event organisers to have all appliances and electrical cords used on Council parks, gardens and reserves tested and tagged in accordance with current Australian standards and regulatory requirements.

### AMPLIFIED SOUND CONDITIONS:

1. Sound amplification equipment used must be installed and maintained to minimise the noise impact on residential premises.
2. All amplified sound including test and sound checks must be restricted to between 7am and 10pm Monday to Friday and 8am to 10pm Saturday and Sunday.

### SUPPLY OF FOOD:

1. The event organiser is responsible for ensuring food vendors are preparing and serving food in accordance with NSW Food Authority Guidelines for temporary events and be registered with Dubbo Regional Council or their home Council. Council will require notification of each food vendor and the relevant Council at least 2 weeks prior to the event via completion of a Food Vendor Notification Form. Events may be subject to inspections by Council's Environmental and Health Officers.
2. If event organisers wish to engage external vendors/services such as food vans it is the responsibility of the event organiser to ensure the vendor has the appropriate insurances, risk management plans, food handling qualifications and adheres to the terms and conditions of use for parks, gardens and reserves.
3. Upon use of a sporting facility canteen the event organiser must leave the canteen clean and tidy to Council standards post event. The cleaning includes all rubbish and supplies removed, deep fryers oil removed and discarded appropriately (not in Council bins or sewer), water drained from bay-maires, benches wiped down, splash backs wiped over, fridges wiped out, the floors swept and mopped etc. Please note Council does not provide cleaning products or equipment so this must be brought in by the event organiser. In the case where the canteen needs to be cleaned by Council's contract cleaner the event organiser will be invoiced 'actual costs' per clean required.

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### 4. The event

organiser must ensure all waste generated is appropriately contained and disposed of via an approved waste contractor or to sewer.

5. The use of glass bottles at all parks, gardens, reserves and sporting facilities is prohibited. It is the responsibility of event organisers to ensure this regulation is enforced.

#### AMENITIES:

1. Council ensures the toilets are clean and toilet paper replenished during scheduled cleans. It is the responsibility of event organisers to pre-arrange with Council additional cleans (actual cost invoiced to event organiser) or provide their own additional toilet paper if required, as well as hand wash and paper towel, should they wish to do so.
2. Amenities blocks are to be left in a clean and tidy condition and all taps should be turned off.

#### WASTE MANAGEMENT CONDITIONS:

1. Waste from the event is the responsibility of the event owner. Event organisers are not permitted to use existing park, garden or reserve bins, which are required to accommodate general public use. If waste bins are required the event organiser must arrange through a Private Waste Contractor or Council (fees and charges apply).
2. All parks, gardens and reserves are to be left in a clean, tidy and litter-free condition at the completion of the event / activity
3. Any additional cleaning or waste removal that is required to be undertaken by Dubbo Regional Council will be charged to the event organiser at the applicable 'actual cost' as applicable in the Dubbo Regional Council Fees and Charges.

#### TRAFFIC MANAGEMENT

1. Event that require the use or closure of a public road or potentially has an effect on local roads will be required to complete a Dubbo Regional Council Event Application Form and provide a Traffic Management Plan. Applications are assessed by the Dubbo Regional Local Traffic Committee which meet monthly.

#### FAULTS, DAMAGES AND REPORTING:

2. Any unsafe parks, gardens or reserves should not be used and reported to Council immediately via the Council after hour's service on 6801 4000. Calls are logged using this service, and allocated to staff so appropriate inspections and work can be carried out to ensure faults are fixed.
3. If an event organiser reports a fault during their event and it turns out to be caused by the event organiser negligence or misuse, then the event organiser will be invoiced for the 'actual costs' for fixing the fault. For example a typical problem is the overloading of circuits which requires an electrical contractor call out.
4. Event organisers hiring parks, gardens or reserves are responsible for all damage caused during their event and will be invoiced the 'actual costs' for any repairs required.

#### FEES AND CHARGES:

1. Event organisers must pay any hire fees and any other reasonable costs incurred, in accordance with the Dubbo Regional Council Fees and Charges.

#### AMENDMENT / TERMINATION OF AGREEMENT:

This Agreement is valid for parks, gardens and reserves for the area, purpose, day and time specified and the booking and may only be amended or supplemented in writing and signed by the Dubbo Regional Council. Council reserves the right to withdraw this booking for any date(s) on giving one month's notice of its intention to do so.