

APPLICATION FOR USE OF PARK - TERMS AND CONDITIONS

Please be aware that the park is open to the public and it is not possible to restrict other users from the area requested

Name of Park _____

Function _____ Number of People _____

Date _____ Time - From _____ To _____

Council will review your application to ascertain if a Development Application is required for your activity

APPLICANT DETAILS:

Name/Company Name _____

Address _____

Phone Number/s _____

Email Address _____

I hereby agree to abide by the conditions set out below and those included in the Terms and Conditions with respect to this park use application.

Applicant Name	Applicant Signature	Date	
Further Information & Conditions		Y	N
Is your event open to the public? IF YES , please email events@parkes.nsw.gov.au to seek the relevant application.		<input type="checkbox"/>	<input type="checkbox"/>
Will public toilets be required?		<input type="checkbox"/>	<input type="checkbox"/>
Will there be a jumping castle operating? IF YES , please attach a copy of the owner's Public Liability Insurance Policy. Please be advised that the jumping castle is for the sole use of your function and not open to the general public. You must contact Council's Open Space Supervisor the week prior to use for a site induction for the preferred location (due to underground irrigation). Phone 6861 2343.		<input type="checkbox"/>	<input type="checkbox"/>
Will a public address system be operating? IF YES, please note Item 2 in attached Terms and Conditions		<input type="checkbox"/>	<input type="checkbox"/>
Will you require use of a stage? IF YES, please see Council's Operations Department for further information. Phone 02 6861 2343		<input type="checkbox"/>	<input type="checkbox"/>
Will there be goods, food or drinks for sale? IF YES, please contact Council's Planning & Community Services Department. Phone 02 6861 2373.		<input type="checkbox"/>	<input type="checkbox"/>
Will there be animal involvement? IF YES , please attach a copy of the owner's Public Risk Liability Insurance Policy. The following conditions are required to be adhered to: a. animals to be under supervision at all times b. animals to be held in a secured roped area c. animals to be led by an adult at all times, and d. all fouling is to be collected and removed from Council property.		<input type="checkbox"/>	<input type="checkbox"/>
Will there be mechanical rides operating? IF YES, please see Council's Planning & Community Services Department. Phone 02 6861 2373		<input type="checkbox"/>	<input type="checkbox"/>



IMPORTANT

Please note: Park Users need to ensure there are no underground services before pegging, staking or digging. It is essential that before any stakes, pegs, star pickets or bollards are driven into the ground, Council's Parks and Gardens Supervisor is contacted for a site induction.

Requests for bookings for fetes, markets and major functions may require a Development Application or Special Event Management Plan.

The erection of temporary structures will be subject to further conditions. Please contact Council's Planning & Community Services Department on 02 6861 2373 to discuss.

Council's conditions of use of a Council Park require:

- (1) That no vehicles be driven on the grassed areas without prior consultation with Council's Parks and Gardens Supervisor for assessment of underground irrigation locations.
- (2) That no spikes be driven into the ground without prior consultation with the Parks and Gardens Supervisor.
- (3) That the area is left in a clean and tidy condition at the completion of the day's festivities. Should the facility be left in an untidy or damaged state, Council will seek reimbursement of expenses incurred.

Please be aware that the park is open to the public and it is not possible to restrict other users from the area requested.

The application process is so that Council is aware of, and can control, the extent of the use of public parks.

OFFICE USE ONLY

Approved Not Approved

Shire Presentation Coordinator

Signature

Date



1. Upon completion of the booking, the area is to be left in a clean and tidy condition and garbage removed from the site to an approved waste collection area.
2. Noise is to be controlled by the Hirer and is not to create a nuisance to other park users. Therefore, the use of public address systems, large sound systems and other activities that generate excessive amounts of noise cannot be used without the written permission of Council. That is, the noise level (L10) produced during the performance shall not exceed the background level (L90) by more than 5dB (A) when measured at the nearest residential boundary.
3. All performances must be completed by 9.30pm unless special approval is granted.
4. All food providers must register with the NSW Food Authority at www.nswfoodauthority.com.au and the Hirer shall duly comply with the Food Act 2003 and the regulations, and observe the Food Handling Guidelines for Temporary Events.
5. The Hirer shall exercise the Permit in a property and orderly manner to the reasonable satisfaction of Council, and shall not do or permit to be done on the premises, any act or thing which may be unreasonable or become a nuisance, damage, annoyance or disturbance to the Council or to the other persons lawfully using the premises or to the owners or occupiers of any neighbouring land.
6. No vehicles are allowed on site without permission from Council. Parking is in allocated parking areas only.
7. In the event of Council keys to be requested, there is a bond payable per key. Please call Council on 6861 2344 to make arrangements prior to the event. Should the key be lost or not returned on the due date, the key bond will not be refunded.
8. The Hirer shall duly comply with and observe the provisions of every statute and of every rule, regulation, ordinance and by-law made or to be made under or pursuant to any statute and of all notices received from any statutory or public authority relating to the premises or the use of the premises by the Hirer.
9. The Hirer shall duly comply with and observe all regulations and directions given from time to time by the Council and/or its authorised servants or agents.
10. The Hirer shall not sell or permit the sale on the premises of soft drinks or other items in bottles or other glass containers or ring-pull cans.
11. The Hirer shall not erect or alter any structure on the premises and will not damage the premises in any way without the prior written consent of Council.
12. Council may terminate the booking forthwith at any time in the event that the Hirer fails to comply with any of the terms and conditions of this agreement by notice in writing delivered to the premises or sent to the Hirer at the address on the Permit or as directed by an officer of Council.
13. In the event of amusement devices being operated, a copy of registration of the device with WorkCover, and the public liability insurance/s, must be presented to Council with the Park Use application form.
14. In the event of a bond being applicable, this bond covers the cost of any damage to the facility and/or the removal of additional garbage. Once an inspection has been made, to the satisfaction of Council, the bond will be refunded to you.
15. All hire fees, bond payments and insurances must be received by Council at least two weeks prior to the event being held.
16. With regard to animal involvement, the following conditions are to be adhered to:
 - (a) animals to be under supervision at all times
 - (b) animals to be held in a secured roped area
 - (c) animals to be led by an adult at all times, and
 - (d) all fouling is to be collected and removed from Council property.
17. It is essential that before any holes are dug, or stakes, pegs, star pickets or bollards are driven into the ground, an assessment is undertaken for any services or irrigation locations.
18. The Hirer's permit for use is limited to the area, date and time specified in the permit.