



Application for Use of Parks and Reserves

The personal information collected on this form is for purposes related to deciding this application and monitoring compliance with conditions of Permit and will not be disclosed to any other party unless required by law.

Fee \$159.00 (waived for Community Markets participants and Community Not-for-profits organisations- evidence required)

Applicant Details

Contact Name:		
Name of Organisation:		
Mailing Address:		
Contact Details	Phone:	
	Mobile:	
	Email:	
Function Activity Details:- (include map showing area to be used and proposed setup) <i>(attach separate page if required)</i>		
Date(s) and Times of Use: (include setup and pack down)		
Type of Event/Activity (eg Markets/Sports/Wedding etc)		
Activities involved (Indicate all structures to be erected or items to be used eg equipment, chairs/tables/marquees, bands etc) <i>(attach second page if required)</i>		
Proposed Number of people attending		
Will there be catering at this event?	NO	YES (Cater must obtain a Temporary Food Stall License)
	Caterer details and contact number	
Will there be alcohol at this event?	NO	YES
For Commercial Events Only (Copy of Current Public Liability Attached with Burke Shire Council endorsed on the policy as an interested party)	NO	YES If YES, submit at least 1 month prior to event

By executing this document I have read, understood and agree to be bound by:

- **the Conditions of Permit contained on pages 2 and 3;**
- **the Release and Indemnity contained on pages 4 and 5.**

Signature of Permit Holder: _____

Date: _____

Office Use Only

Fee Paid \$ _____ Cheque Cash Credit Card (circle)
 Date Paid _____ Receipt Number _____
 Admin Officer Name (who completed certificate) _____ Date Certificate Issued _____

CONDITIONS OF PERMIT

GENERAL CONDITIONS

1. The Permit Holder is responsible for bringing to the attention of all who enter and use the Parks and Reserves to the Conditions of Permit.
2. The event is only to be conducted within the boundaries of the Parks and Reserves.
3. Vegetation growing in areas used is not to be damaged in any manner.
4. Vehicle access to protected areas is prohibited.
5. The Parks and Reserves shall be left by the Permit Holder in a clean and tidy state.
6. Noise is to be kept at a level which will not adversely impact on the amenity of any nearby residents.
7. Amplified sound is generally not permitted. Any application for amplified sound will be evaluated upon each application at the discretion of Council.
8. The Liquor Act 1992 clauses pertaining to drinking in public places must be adhered to.
9. The Permit Holder will be responsible for any damage to any part of the Parks and Reserves, or loss of furniture, fittings or equipment during the period of hire and further agrees to bear the full cost of reinstatement of such damage or loss.
10. Should there be any non-observance with these Conditions of Permit which necessitates further remedial or reinstatement works to be performed by Council, the cost of the works are to be met by the Permit Holder or their representatives
11. Fees payable for events at the Parks and Reserves – see Councils fees and charges.
12. It is the responsibility of the Permit Holder to ensure that all reasonable measures or procedures necessary to ensure the safety of the general public and persons attending the Parks and Reserves are undertaken.
13. Provisions of Council's Local Laws relating to Parks and Reserves are to be complied with.

COMMERCIAL EVENT & FUNCTION CONDITIONS

14. Any permits or approvals required by any Government Departments, in particular the Department of Tourism, Small Business and Industry (Liquor Licence Division) and the Police Department, are to be obtained by the Permit Holder. Compliance by the Permit Holder with the conditions of any approval that any Government Department may impose is required at all times.
15. Packing up of equipment is the responsibility of the Permit Holder.
16. Site cleanup is to commence immediately after function has finished.
17. The Permit Holder must obtain and maintain in force the following insurances:
 - a) public liability insurance covering legal liability to pay for personal injury, property damage and any other liability arising out of or in any way connected with the Permit Holder's use or occupation of the Parks and Reserves; and
 - b) property damage insurance covering all property for which the Permit Holder is responsible (including all Plant and Equipment where applicable) for its full replacement value;with a limit of liability of not less than \$10,000,000.00 on a per occurrence basis.
18. Each insurance policy must bear an endorsement noting Council as an interested party on each and any policy of insurance obtained by the Permit Holder.
19. All insurance arranged by the Permit Holder must be affected with a reputable insurer on terms approved by Council, such approval not to be unreasonably withheld.
20. The Permit Holder must, upon written request, provide Council with copies of any policy of insurance and evidence of its currency within 14 days of receipt of such request.
21. The Permit Holder is responsible for the cost of obtaining insurance, including the payment of any deductible or excess amount, with no contribution from Council.

CATERED EVENT CONDITIONS

22. The provisions of the Food Hygiene Regulations, with particular reference to the Public Health requirements relating to the preparation and storage of food for sale, are to be conformed with.
23. The name and address of any proposed caterers are to be supplied to Council's Environmental Health Officer prior to the event being conducted.
24. Caterers are to provide Council's Environmental Health Officers with a completed "Temporary Food Stall" application prior to the event.
25. A copy of a Liquor License relevant for the event is to be provided to Council before the event occurs.

RELEASE & INDEMNITY

Risks Associated With Use of the Parks and Reserves

I acknowledge that at the Parks and Reserves there may be dangers posed by:

- the nature of the Parks and Reserves, its facilities and all equipment contained therein;
- the serviceability and condition of the Parks and Reserves, its facilities and equipment;
- the risk of physical injury from physical activity involved with the use of the Parks and Reserves or the facilities or the equipment at the Parks and Reserves;
- operations being conducted at the Parks and Reserves;
- the actions, intentional or careless, of persons at the Parks and Reserves, including persons not authorised to be there; and
- weather conditions (e.g. lightning or strong winds).

Supervision of users of the Parks and Reserves

Further, I acknowledge that:

- adults must ensure their own safety while at or near the Parks and Reserves;
- the supervision of children and others unable properly to ensure their own safety remains **AT ALL TIMES** the responsibility of their **PARENTS OR GUARDIANS** and **NOT** the responsibility of Burke Shire Council ("Council"), irrespective of whether Council provides any form of monitoring or supervision at the Parks and Reserves.

Disclaimer

I understand that (except to the extent required by legislation and cannot be excluded) Council and its employees, contractors and agents (collectively "representatives") accept no responsibility for ensuring the safety or security of persons who enter the Parks and Reserves.

In particular, I understand that (except to the extent required by legislation and cannot be excluded) Council and its representatives accept no contractual obligation, no general law duty and no statutory duty of care to ensure the safety of persons or their property within or near the Parks and Reserves, and I accept that Council and its representatives will not be responsible to any person, under any circumstance, for:

- death, illness or injury suffered at the Parks and Reserves, or resulting from an occurrence there;
- death, illness or injury suffered as a result of the use (as intended or inappropriately) of the facilities or the equipment at the Parks and Reserves; or
- loss or destruction of, or damage or injury to, the property of any person at the Parks and Reserves, or resulting from anything that occurs there.

I acknowledge that rights that may be implied by legislation into a contract as a consumer of goods and services are specifically excluded.

In return for being permitted to use the Parks and Reserves (with or without the payment of a fee):

1. I acknowledge that, together with those in my care, I attend and use the Parks and Reserves voluntarily, fully appreciating and accepting the risk that I, and any person in my care, may suffer or sustain at the Parks and Reserves, or as a result of something that occurs there, illness, injury, death, or property loss or damage, irrespective of cause;
2. I acknowledge that I have read and understood the Conditions of Permit that are attached to this document and agree to abide by those terms and conditions of use whilst I attend and use this facility.
3. I shall indemnify and release Council and its employees, contractors and agents (collectively "representatives") against all losses, costs, damages, claims, liens, actions, liabilities or proceedings whatsoever or howsoever arising, regardless of the form of the action, whether in contract, tort (including negligence), breach of statutory duty or otherwise in respect of:
 - a) any loss or theft of or injury or damage to any property, real or personal, arising out of or in any way connected with the use or occupation of the Parks and Reserves;
 - b) personal injury to or death of any person (including any representative of Council) arising out of or in any way connected with the use or occupation of the Parks and Reserves;
 - c) any breach of the Conditions of Permit;
 - d) or in any way relating to the condition of the Parks and Reserves;

except to the extent that the losses, damages, claims, liens, actions, liabilities or proceedings are the result of any negligent or willful act or omission of Council.

PERMIT FOR USE OF PARKS AND RESERVES

Permit granted as follows:	
Permit Holder:	
Date(s) & Times of Use	Date _____ Time _____ to _____ to Date _____ Time _____ to _____ If more than one day
Type of Event/Activity	Fee Paid: \$ _____ Receipt # _____
Set up permitted	
# of Guests	Catering permitted: No Yes
Production permitted:	Amplified Speech: No Yes Amplified Music: No Yes
Special Conditions:	

Approved by Authorised Person
Print Name Philip Keirle

Signed: _____
Dated _____

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