

STANDARD TERMS AND CONDITIONS FOR USE OF A WAITAKI DISTRICT COUNCIL FACILITY



Please sign and return:
**TERMS AND CONDITIONS OF USE – PLEASE SIGN, AND RETURN, ONE COPY OF ALL PAGES TO THE
 WAITAKI DISTRICT COUNCIL**

VENUE	Land at Wansbeck Street, OAMARU	CRM REF	
Field(s)/Facilities	Land adjacent to Scotts Brewery		
Event Name			
Organisation/Company			
Contact Person			
Contact Phone #'s	HME:	BUS:	Mobile
Postal Address			Postcode
Email			
Date of Arrival			Time of Arrival
Date of Departure			Time of Departure
Usage Fee	0.00	Postponement Date	
Key Deposit (Refundable)	N/A		
Total Payable	\$0.00		
Additional Permits/Licences	Will you be erecting a marquee selling food, or alcohol, or having amusement machines available? Answer Yes or No below:		
	Marquee	Yes/No	Selling Food
			Yes/No
			Selling Alcohol
			Yes/No
			Amusement Machines
			Yes/No
Traffic Management Plan	Will you require a temporary road or street closure, restricted parking, or hold any activities that occupy the road reserve (including the footpath), requiring a traffic management plan?		Yes/No
Be Advised: If you have answered YES to any of the above questions you will need to contact Councils Regulatory & Roading Department to get separate permits & licences – THIS IS YOUR RESPONSIBILITY.			
Health and Safety Plan	As an organiser of an event you are responsible to ensure that anyone who is affected by the event is safe. <i>The nature of the event will determine the level of detail required in the health and safety plan.</i>		YES
Site Plan Attached	Depending on the scale and type of event, you may be required to submit a site plan with general set-up/layout of facilities, for approval of use.		YES
Damages	If any damages occur to the land, vegetation, facilities, any assets (fences, seats, paths, signs, lights) caused by the event, they will be repaired at the event organiser's expense.		
<i>I have read and understood the conditions of use of a Waitaki District Council Facility and agree to abide by them. I have delegated authority to act on behalf of the hirer/organisation</i>			
Full Name (Printed)			Signed
Office Use Only			
Invoice Number			Receipt Number
Staff Name			Signed

1. Agreement

This agreement is made between the **Waitaki District Council**, and the Event Organiser. In the event that this agreement is signed in the name of the company, partnership, agency, firm, club or similar society, the person signing indicates to the Waitaki District Council that they have full authority to sign such an agreement. If the person is not authorised, they will be personally liable for the complete performance of this agreement.

2. No Damage to Property

The organiser shall ensure that land, vegetation, sports fields, fences, signs, lights, buildings, facilities and other property is not damaged or unduly disturbed at any time during the activity or any set up or pack down period associated with the activity. ***Should any damage occur, this is to be reported to the Waitaki District Council and they will make any necessary arrangements for the repair at the organiser's expense.***

3. Health & Safety Plan

The organiser shall have a written health and safety plan complying with the requirements of the Health & Safety in Employment Act 1992 and all subsequent amendments to that Act.

4. Fees and Payment for Use

Fees and payment for use will be dependent on the usage and will be determined prior to the event.

5. Refundable Key Deposit N/A

The organiser shall provide to Waitaki District Council a deposit of \$20 to gain a key. The deposit is to be paid BEFORE receiving the key and *will be held and returned to you after the key has been returned.*

6. Keys and Security

Keys can be collected from Waitaki District Council Customer Services not more than 5 days prior to the activity. The organiser is responsible for ensuring that facilities are locked immediately on completion of the activity for the day.

7. Licences & Consents

The organiser shall obtain all applicable licences (e.g. resource consents, alcohol, food, trading, amusements, temporary structures, and marquees) at least 4 weeks prior to the activity. Contact Waitaki District Council Planning Department or Regulatory Department ph (03) 433 0300.

8. Liaison with Police

The organiser shall make initial contact and consult with the Senior Sergeant Oamaru Police at least 6 weeks prior to the activity.

9. Insurance

The organiser shall have suitable public liability insurance policy.

10. Schedule Changes

The organiser shall advise Waitaki District Council as soon as possible of any proposed change to the nature of the activity which shall be subject to approval as a variation of the activity permit.

11. Compliance with Legislation

The organiser must ensure that the activity complies with the Waitaki District Plan, Council By-laws, and any relevant legislation. In addition the organiser shall take all reasonable steps to ensure that all persons participating in the activity also comply with such legislation.

12. Parking and vehicle movement

No vehicles are permitted to park on reserves except those necessary to the running of the event. Vehicle movement on the park is to be kept to an absolute minimum. All public vehicles must be parked in public car parking spaces provided.

13. Retailing

Retailing on the Facility is permitted only when it is associated with and ancillary to conferences, fairs, trade shows, exhibitions, conventions or similar events. Retailing is not to occur as a stand alone activity.

14. Site Plan

A preliminary site plan showing the location of exhibitors and other event participants is to be submitted to the Waitaki District Council no later than 4 weeks prior to the event for approval (Item 26). The plan should include:

- Entrances and Exits
- Toilets
- Parking
- Food and Vendor Outlets
- First aid posts & emergency access routes
- Pedestrian Routes
- Rubbish bins
- Safety Fencing
- Marquees, amusements, activities
- Seating

15. Indemnity

In consideration of approval to use Waitaki District Council's facilities for the activity, the organiser shall, where legally permissible, indemnify Council against all costs, losses, claims, liabilities, proceedings, damages and expenses incurred and any loss or damage suffered by Waitaki District Council arising by reason of, or in connection with, the organiser's breach or non-performance of any obligations under any of these conditions.

16. Control of Sound and Noise

The organiser will comply with decibel levels as set out in the Waitaki District Plan, or as modified by Resource Consent.

17. Electricity (if required)

The organiser shall, where electricity is being used for an activity, utilise the services of a registered electrician to undertake this work. All electrical equipment used must be in good, safe working order. The Waitaki District Council reserves the right to charge for power usage as the result of an activity on the Facility. This includes the labour charge for the council contracted electrician to come and read the meter before and after the event.

18. Road Closures

The organiser shall apply for any necessary road closure authorisations in writing, to the Councils Roding Department, at least 7 weeks prior to the activity.

19. Traffic Plan

The organiser shall provide a traffic plan to Waitaki District Council Roding Department for approval at least 4 weeks prior to the activity. The traffic plan shall comply with all traffic laws and police requirements and include the location of all relevant structures, equipment, facilities, assembly areas, event or filming areas and other facilities, including (without limitation) signs, cones, marshals, vehicles, parking restrictions, road closure details and access for the disabled and emergency vehicles. Waitaki District Council may require further details to be included in any traffic plan. Further details shall be provided as soon as practicable after any such request. Traffic Plans to be submitted to Councils Roding Department ph (03) 433 0300.

20. Responsibility for Clean Up

The organiser shall ensure that any area associated with the activity is left in a clean and tidy condition. The removal and disposal of all rubbish and all equipment associated with the activity shall take place immediately after the event. Should Council officers remove and dispose of rubbish, event organisers shall be invoiced to cover costs incurred by Council through this removal and disposal. All access areas for skips and bins must be left clear and accessible. When an event is expecting a large number of participants and public spectators, an adequate number of additional bins must be provided at the organiser's expense.

21. Toilets

The organiser shall ensure an adequate number of additional toilet facilities are provided, maintained and removed after the event at the organiser's expense.

22. No Fixtures

The organiser shall ensure that nothing is fixed, hung, or otherwise attached to any features of the Facility without the prior consent of Council.

23. Compliance with Directions

The organiser shall ensure that all participants comply immediately with any instructions or directions issued by Police or Council officers in the execution of their duties.

24. Exclusive Use

This agreement does not give the organiser exclusive access of the entire Facility, or any part thereof unless the organiser has negotiated the right to close the entire Facility or part thereof to the public and charge a fee for entry. Any such agreement to close the entire Facility or part to the public shall be noted in the Special Conditions below. Otherwise, the organiser does not have the right to prevent other members of the public and users from access or using other areas in the Facility at the same time.

25. Special Conditions

The organiser or Council will be advised of any special conditions associated with the nature of the activity, prior to the activity taking place.

26. Site Plan (PLEASE MARK ON THIS PLAN THE AREA TO BE USED)

