

STANDARD TERMS AND CONDITIONS FOR USE OF A WAITAKI DISTRICT COUNCIL PARK OR RESERVE

Please sign and return:
**TERMS AND CONDITIONS OF USE – PLEASE COMPLETE, SIGN, AND RETURN TO
 THE WAITAKI DISTRICT COUNCIL FOR PROCESSING / APPROVAL**

Field(s)/Facilities										
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				
Park Usage Fee						Postponement Date				
Key Deposit (Refundable)										
Total Payable										
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 Devices	Yes No	*Overnight Camping	Yes No	
Bouncy Castle	Yes No					**Retail/Lease/Licence	Yes No	Helicopter Rides	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 Council's Regulatory / Planning / Roading Departments to get separate permits / licences / consents **THIS IS YOUR RESPONSIBILITY.**

***Overnight Camping:** WDC Responsible Freedom Camping Bylaw 2016 will require a Freedom Camping Exemption Permit for this activity. An application form will be required to accompany this booking and can be located on Councils website www.waitaki.govt.nz

****Retail/Lease/Licence:** For this activity to take place on Council Parks and Reserves applicants must comply with the Reserves Act and the Waitaki Reserve Management Plan 2014 (refer to the information sheet located on the Parks and Reserves Booking page of Councils website)

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> (Schools please provide a copy of completed RAMS with application)	Yes No
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 No
Damages	If any damages occur to the land, vegetation, facilities, any park assets (fences, seats, paths, signs) caused by the event, they will be repaired by Councils Contractors at the event organiser's expense.	

I have read and understood the conditions of use of a Waitaki District Council Park or Reserve and agree to abide by them. I have delegated authority to act on behalf of the hirer/organisation

Full Name (Printed)		Signed	
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1. Agreement

This agreement is made between **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 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. Health and Safety Plan

The organiser shall have a written health and safety plan complying with the requirements of the Health and Safety at Work Act 2015, and any associated regulations.

3. 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.

4. No Damage to Property

The organiser shall ensure that land, vegetation, sports fields, fences, signs, 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.

5. Fees and Payment for Use of Reserves

The Fee amounts are as identified in the Waitaki Community Annual Plan **2019/2020**:

Parks, Reserves, Sportsgrounds, Public Gardens		
Keys Deposit	Refundable deposit	\$20.00
Damage Deposit	Refundable deposit	as negotiated
Oamaru Public Gardens, General Parks, Reserves, Sport fields		
Non Commercial up to 50 people		\$0.00
Non Commercial >50 people		\$95.00
Commercial	Per day	\$260.00
Weddings		\$160.00
Use of Public Gardens Croquet Building	Non Commercial per day	\$30.00
Use of Public Garden Croquet Building	Commercial per day	\$55.00
Sports fields		
Standard sports fields based on 5% cost recovery (less any sponsorship)	Per club, per field, per sport, per annum.	\$140.00 (reduced from \$700)
Premier Sport fields (Centennial fields 1, 2, 3) based on 5% cost recovery (less any sponsorship)	Per club, per field, per sport, per annum.	\$240.00 (reduced from \$1200)
Non Commercial / community event	Per day	\$105.00
Commercial /private event	Per day	\$320.00
Centennial Grandstand		
Sports Club use of Centennial Grandstand	Per club, per field, per sport, per annum.	\$90.00
Non Commercial / community event	Per day	\$100.00
Commercial / private event	Per day	\$300.00

IMPORTANT NOTES

1. The Recreation Manager is authorised to vary charges for events that promote the facility to a wide cross section of the community, school events that promote recreation, events where revenue is used directly to maintain the facility or non-profit events held for free benefit and participation of wider community.
2. Commercial is defined as any event that charges an entry fee for participation.
3. Electricity usage will be metered and charged in addition.

6. Refundable Damage and Key Deposits

The organiser may be required to provide Waitaki District Council a damage deposit (bond) at least 2 weeks prior to the activity. The purpose of the damage deposit shall be to cover the potential costs of any breach of these conditions, repairing any damage and undertaking any clean-up work. The amount of the damage deposit is subject to the scale and nature of the event and potential damages. The applicant will be advised prior to expenditure of any such deposit.

If required, you need to pay the damage deposit BEFORE the booking is confirmed. The key deposit (cash) is payable upon collection of the Parks Key.

*You need to provide when required the damage deposit on a **separate** cheque no more than 3 months prior to the booking date. This will be held and returned to you (posted or can be picked up from Council Office, 20 Thames Street) after the Parks Officer has verified the **Condition of the Park**.*

7. 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.

8. Licences and Consents

The organiser shall obtain all applicable licences (eg 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 on 03 433 0300.

9. 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.

10. Liaison with Police

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

11. Insurance

The organiser shall have suitable public liability insurance policy.

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. 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 for example:

- | | |
|---|------------------------------------|
| • Entrances and exits | • Pedestrian routes |
| • Toilets | • Rubbish bins |
| • Parking | • Safety fencing |
| • Food and vendor outlets | • Marquees, amusements, activities |
| • First aid posts and emergency access routes | • Seating |

14. 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.

15. 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.

16. 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. Any use of the power connections provided on Council Parks and Reserves will require the connection to have a current electrical safety tag. The Waitaki District Council reserves the right to charge for power usage as the result of an activity on the park. This includes the labour charge for the council contracted electrician to come and read the meter before and after the event.

17. Road Closures

The organiser shall complete a Road Closure Application form and submit to Council's Roding Department, at least 8 weeks prior to the activity. This is to ensure timeframes are met for public consultation.

18. Traffic Plan

If the activity affects the normal operation of the road or footpath, a traffic management plan (TMP) is required. The TMP must be prepared by a qualified person and submitted to Council's Roding Department for consideration at least 1 week 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.

19. 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.

20. 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.

21. No Fixtures / Advertisement Signage

The organiser shall ensure that nothing is fixed, hung, or otherwise attached to any features of the park without the prior consent of Council. Placement of any advertising signage for events must have prior approval before being placed on Council reserves/roadsides, any requests for signage alongside SH1 requires NZTA approval.

22. Exclusive Use

This agreement does not give the organiser exclusive access of the entire park, or any part thereof unless the organiser has negotiated the right to close the entire park or part thereof to the public and charge a fee for entry. Any such agreement to close the entire park 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 park users from access or using other areas in the park at the same time.

23. Park Keys and Security

Park keys can be collected from Waitaki District Council Customer Services not more than 5 days prior to the activity, please contact the Recreation Unit to arrange for the key to be made available. The organiser is responsible for ensuring that facilities are locked immediately on completion of the activity for the day.

24. Council's Right to Revoke:

- In the case of any unforeseen circumstances such as extreme weather conditions leading up to any event to be held on Council's Parks and Reserves, Council maintains the right to revoke this agreement in order to prevent damage.
- This agreement is deemed null and void if any details pertaining to the management of the agreed event are altered without prior notification and approval by Council.
- Failure to pay Park Usage fee prior to event may result in revocation of this agreement.

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:

- a) NO vehicles are to be driven / parked on any part of the park **during** the event.
- b) Parks and gardens are subject to continual change. While at the time of booking there may be a certain look, this may differ by the event date due to any number of circumstances which may include seasonality, programmed and reactive maintenance requirements.

Any additional Special Conditions will be advised subject to application approval.

Terms and Conditions of Payment

1. The customer will pay the Council for any goods or services provided or supplied by the 20th day of the month following the date the invoice is issued or prior to the event date whichever is first.
2. Property rentals will be charged in accordance with the specific terms of each lease agreement, and the Tenant will make payment in accordance with those terms.
3. Should the customer dispute any part of the invoiced charges, details of the dispute must be advised to the Council within seven business days of the date of the invoice.
4. Where payment is not made in accordance with clauses 1 or 2 the customer:
 - 4.1 Will be liable for all costs and expenses (including debt collection fees or legal fees), incurred by the Council in seeking to recover the overdue amount.
 - 4.2 May be charged an administrative fee to recover Council's internal administrative costs incurred in seeking to recover the overdue amount.
 - 4.3 May be charged interest, calculated daily at a rate that reflects Council's average cost of funds, on all overdue amounts from the date of default until all overdue amounts are paid to the Council.
5. Under no circumstances will the customer be entitled to withhold any monies which are due and owing to the Council.
6. The Council is entitled to apply all payments received from the customer, first in reduction of any interest charges and collection costs incurred, and then in reduction of any amounts invoiced.
7. Full payment of any and all amounts owing shall become immediately due without further notice if:
 - 7.1 The customer commits a breach of this agreement.
 - 7.2 The customer is a company, and a liquidator, receiver, or statutory manager is appointed or the company amalgamates without the prior written approval of the Council.
 - 7.3 Any judgment against the customer remains unsatisfied for seven or more days.
 - 7.4 The customer becomes insolvent, makes an assignment or compromise for the benefit of its creditors or ceases to carry on business.
 - 7.5 The Council withdraws credit facilities for any other reason.
8. If any person uses the customer's account, whether with or without the knowledge or consent of the customer, the customer will be liable for all amounts outstanding.
9. The customer will notify the Council of any change of address or account details by contacting the Council in writing.
10. The Council may, at its sole discretion, require the customer to pay for services in advance of services being provided and may also require the customer to maintain their account with the Council in credit at all times.

Variation by Council

11. The Council can vary these Terms and Conditions of Payment at any time by sending the customer written notice of the variations, and those varied terms will continue to bind the customer. If the customer advises that the varied Terms and Conditions of Payment are not accepted, the Council may terminate the credit facilities provided to the customer and cease the supply of goods or services by giving 7 days' notice and all amounts then owing become payable immediately.
12. The customer may not purport to vary or change the Council's Terms and Conditions of Payment.

