

TERMS AND CONDITIONS FOR USE OF CITY OF GOLD COAST CONTROLLED PARKLANDS – BROADWATER PARKLANDS WEDDINGS AND PRIVATE GATHERINGS

In submitting your application you are agreeing to abide by all conditions listed herein.

1. Approval process

- 1.1. Submission of application does not constitute approval of park usage.
- 1.2. Where a fee/bond is applicable, approval is not finalised until payment is received.
- 1.3. Where supporting documents are required, approval is not finalised until all applicable documents are received.
- 1.4. Confirmation of booking will be provided in writing and forwarded to the postal or email address included on the application.

2. Park usage fees

- 2.1. A fee may apply for park usage activities including but not limited to: weddings and ceremonies, large private gatherings, gatherings which request infrastructure, temporary commercial activities and corporate conferences.
- 2.2. An application deposit may be required to make a tentative booking (Event Holding Fee).
- 2.3. Should you wish to cancel your booking for any reason a refund cannot be offered, however we do offer the option to postpone to any future available date.

3. Bonds

- 3.1. A refundable bond is required to be paid for all bookings where The City of Gold Coast (City) deems that the use may cause damage to the parkland.
- 3.2. The actual bond amount will be determined once the application and the potential impact have been assessed.
- 3.3. The bond will be held until completion of the usage period and will be released after inspection and confirmation the area has not sustained any damage as a result.
- 3.4. If there is any damage to the area/infrastructure, the bond may be accessed to effect full and proper site restoration. Any remaining bond will then be returned to the applicant.

4. Weddings and ceremonies

- 4.1. Confetti is not allowed onsite

5. General conditions

- 5.1. Booking is valid only for activity, date and time specified on the confirmation letter issued.
- 5.2. Parks, public space and City infrastructure must remain accessible to the public at all times unless specified in the confirmation letter.
- 5.3. Approval is given to utilise the subject area for temporary purposes only, with the understanding

that you have accepted to indemnify the City, its officers, employees, contractors and agents against all claims for damage, loss, costs or injury arising as a result of, or attributable to your usage of the subject area.

- 5.4. The City takes no responsibility for any personal injury or damage to property caused by you, your organisation or the activity/event and suggests in the strongest possible terms that the applicant should obtain Public Liability Insurance for at least \$20,000,000 to protect your organisation and/or its members against claims and subsequent legal action for recovery of such damages.
- 5.5. Full co-operation is required with other bodies that also have permission to use the park. The park is for the use and enjoyment by all and public access must not be restricted in any way (other than designated areas set aside for special use). Areas cannot be cordoned off without prior approval from Broadwater Parklands Management.
- 5.6. Compliance with all other provisions of the City's Local Laws relating to the use of parks and any other laws or conditions relating to the proposed activity that may apply.
- 5.7. Compliance with all legislative requirements that may be relevant to the event, its associated activities and/or construction work (e.g. Workplace Health and Safety Act, Electrical Safety Act, Environmental Protection Act and associated regulations).
- 5.8. Promotion of commercial activity or religious organisations including selling products or soliciting services is not permitted within the parklands without prior approval from Broadwater Parklands Management.
- 5.9. No printed literature, posters, handbills etc. to be distributed, displayed or affixed on or over roads or on poles or fences in the city without prior approval.
- 5.10. Car parking is to be confined to designated parking areas and the user group will ensure that all cars are legally parked. Vehicle owners can be fined for disregarding this advice.
- 5.11. When vacating the city park area, you must remove all items attached to any structures e.g. balloons, streamers and decorations. No such fixtures are to be attached to trees and no nails or tacks are to be used on any vegetation or structures.
- 5.12. All facilities utilised by the user are to be left in a clean and tidy condition. Should the facility and/or the surrounds remain in an unacceptable condition following approved usage, the City will attend to the matter directly and the cost associated with the clean-up will be charged to the user group.
- 5.13. Any damage caused wilfully or accidentally is the responsibility of the approved user at the time and the City reserves the right to recover financial costs associated with such damage.

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- 5.14. The City takes all due care with this approval but accepts no responsibility.
- 5.15. No park infrastructure or vegetation is to be interfered with or damaged.
- 5.16. The City reserves the right to include any other conditions that may be required to ensure the protection of the parkland and the Executive Coordinator Parks can determine these conditions upon review of the application.
- 5.17. The City may cancel a booking for reasons of:
- non-compliance with any of the terms and conditions, and/or
 - any other reason deemed by the City in its absolute discretion to be of significant importance in the best interests of the City and/or the community.
- 5.18. Should the City cancel a confirmation for any reasons whatsoever, the applicant has no right of recourse in relation to the cancellation either at law or in equity maintained and the safety of persons using the Park must be considered.

6. Structures in parks

- 6.1. Any tent/marquee must be no larger than 3m x 3m and be weighted down with sand bags or similar as no pegs are allowed.
- 6.2. Structures are not to be placed within a park that restricts public access, such as across pathways.

7. Animals

- 7.1. Where applicable, appropriate flooring such as plastic matting or straw must protect grassed areas. Straw if used, must be removed from the site
- 7.2. Animals must be kept in a pen or on a leash at all times, except dogs in designated off-leash areas.
- 7.3. Animal waste must be removed.

8. Noise

- 8.1. The use of a sound amplifier is to be such so as not to produce a volume of sound other than is reasonably necessary for the hearing and enjoyment of persons at the activity and so that the sound level is of no disturbance to other park users or

neighbouring properties.

- 8.2. Strict hours for noise apply for events due to the proximity of residents in the area.

9. Food and beverages

- 9.1. Under the Queensland Government Liquor Act 1992 no alcohol is to be consumed in a public place unless you have a liquor permit from the Queensland Government Office of Liquor and Gaming Regulation.
- 9.2. Glass containers of any type are prohibited.
- 9.3. Any event that proposes the inclusion of food stalls or vans MUST submit an application to the Broadwater Parklands team for approval (this condition excludes temporary commercial recreation activities such as circuses and amusement carnivals).

10. Access to utilities

- 10.1. Stand-alone power supplies such as generators are the responsibility of the applicant and must comply with the relevant legislation.
- 10.2. All electrical equipment:
- wiring shall adhere to all local, state, commonwealth, legislation, regulation, electrical safety standards and be in a safe working order and must have been tested and tagged by a competent and qualified electrician within the previous 12 months
 - flexible cords or cables supplying any device must be of a heavy duty sheathed type having a minimum current carrying capacity of 15 amps
 - no flexible cord or cable is to cross a public thoroughfare unless it is run overhead or if suitable means of protection is given to the cable to prevent damage to it or to the public
 - no flexible cord or cable shall be joined to a circuit with a total length that exceeds 30 metres
- 10.3. Water connections in parks are limited. All hose lines connected must be arranged to prevent possible trip hazards.

Should you have any queries regarding use of City of Gold Coast public open space – Broadwater Parklands, please contact:

Broadwater Parklands
Parks & Recreational Services
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P 07 5581 1615
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