

TERMS AND CONDITIONS FOR USE OF CITY OF GOLD COAST CONTROLLED PARKLANDS

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. Confirmation of booking will be provided in writing and forwarded to the postal or email address included on the application.
- 1.4. It's a requirement that the booking confirmation is available on the day for viewing by an authorised City officer if requested.

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, construction/maintenance (on private property) requiring park access, community events and corporate conferences.
- 2.2. A sliding scale fees structure is used to determine the appropriate fee for events of a commercial nature with the amount determined by the type of activity or usage required. For further information regarding event related fees, it is recommended that you enquire upon application.
- 2.3. If fees are applicable the relevant fee will be requested to be paid, prior to a confirmation letter being issued.
- 2.4. 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 accessed.
- 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, the applicant must restore the area to its original condition. Upon inspection, if the City is dissatisfied with the level of restoration, the bond may be accessed to effect full and proper site restoration. Any remaining bond will then be returned to the applicant.
- 3.5. If reinstatement of parkland is not satisfactory following the first inspection and results in the parkland being reviewed a re-inspection fee will apply.
- 3.6. The booking confirmation letter may be required to be sighted by an authorised City Officer.

4. Temporary commercial recreation activities

- 4.1. Refer Parks Usage Policy for Temporary Commercial Recreation Activities for specific guidelines imposed.
<https://www.goldcoast.qld.gov.au/Council-region/Future-plans-budget/Plans-policies-strategies/Our-policies/Park-Usage-for-Community-Benefit-Policy>
- 4.2. All applicable conditions listed under 'Terms and Conditions for use of City of Gold Coast controlled parklands' also apply.

5. Weddings and ceremonies

- 5.1. Wedding and ceremonies bookings are for a maximum of two hours. Any associated setting up and dismantling must be completed within this timeframe.
- 5.2. Infrastructure allowed includes chairs (20 max), red carpet, signing table and minor decorative ornaments. It is the responsibility of the applicant to ensure all infrastructure be secure to prevent dislodgement from high wind to prevent risk to people and property.
- 5.3. Only biodegradable confetti is to be used.

6. General conditions

- 6.1. Booking is non-transferable.
- 6.2. Booking is valid only for activity, date and time specified on the confirmation letter issued.
- 6.3. Unless specified in the confirmation letter, booking does not entitle the organiser to exclusive use of the nominated area. All guests are requested to extend common courtesy to other patrons using the area.
- 6.4. The park is for the use and enjoyment by all, and public access must not be restricted in any way. Parks, public space and City infrastructure must remain accessible to the public at all times unless specified in the confirmation letter.
- 6.5. 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.
- 6.6. 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.
- 6.7. 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.
- 6.8. Compliance with all legislative requirements that may be relevant to the event, its associated activities and/or construction work (e.g. Workplace

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Health and Safety Act, Electrical Safety Act, Environmental Protection Act and associated regulations).

- 6.9. Promotion of commercial activity or religious organisations including selling products or soliciting services is not permitted on Council land without prior approval.
 - 6.10. No printed literature, posters, handbills etc to be distributed, displayed or affixed on or over roads or on poles or fences in the city.
 - 6.11. Car parking is to be confined to designated parking areas. Vehicles are not permitted inside the perimeter of the park or onto any grassed area without specific prior approval. Vehicle owners can be fined for disregarding this advice.
 - 6.12. Whilst every effort is made to ensure that the City's parks are maintained at an acceptable level, The City is unable to guarantee the condition or availability of a specific park area at a particular time, even if you have a confirmed booking.
 - 6.13. 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.
 - 6.14. All facilities utilised by the user group including playing surfaces, amenity blocks, footpaths and roadways 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.
 - 6.15. 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.
 - 6.16. The City takes all due care with this approval but accepts no responsibility.
- 7. Structures in parks**
- 7.1. Any tent/marquee must be no larger than 3m x 3m and be weighted down with sandbags or similar as no pegs are allowed.
 - 7.2. Structures are not to be placed within a park that restrict public access, such as across pathways.
- 8. Animals**
- 8.1. Farm animals are not permitted at the Gold Coast Regional Botanical Gardens.
 - 8.2. Animals must be kept in a pen or on a leash at all times, except dogs in designated off-leash areas.
 - 8.3. Where applicable, appropriate flooring such as plastic matting or straw must protect grassed areas.
 - 8.4. Animal waste must be removed.
- 9. Noise**
- 9.1. 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.

10. Food and beverages

- 10.1. 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.
- 10.2. Glass containers of any type are prohibited.
- 10.3. Any event that proposes the inclusion of food stalls or vans MUST submit an application to the City Events Branch for approval (this condition excludes temporary commercial recreation activities such as circuses and amusement carnivals).

11. Access to utilities

- 11.1. Access to in-park electrical boxes that require a key to access will only be granted for use for community events and market operators.
- 11.2. Parks that have general purpose electrical outlets are only to be used for minor household appliances such as kettles, radios and phone chargers. Under no circumstances are these outlets to be used for commercial type appliances such as: jumping castles, food and beverage equipment or for connecting caravans and other mobile home variants and related equipment.
- 11.3. Stand-alone power supplies such as generators are the responsibility of the applicant and must comply with the relevant legislation.
- 11.4. All electrical equipment:
 - wiring shall adhere to all local, state, commonwealth, legislation, regulation, electrical safety standards and be in a safe working order
 - must have been tested and tagged by a competent and qualified electrician with 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 from a circuit with a total length that exceeds 30metres
 - double adaptors and piggyback plugs are prohibited.
- 11.5. Water connections in parks are limited. All hose lines connected must be arranged to prevent possible trip hazards.

12. Gate access

- 12.1. Under no circumstances will the City issue gate keys to applications for private functions such as weddings, birthday parties and/or social gatherings.
- 12.2. A minimum of ten (10) working days' notice is required if gate access is needed for temporary

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access bookings, with gate access only permitted once the bond payment has been received.

13. Temporary Access

- 13.1. Temporary Access applications are approved for the purpose of traversing over City controlled parkland to access private property.
- 13.2. No materials, equipment, machinery etc are to be stored on the Parkland during this period. Fines apply.
- 13.3. General access for Park users should be maintained and the safety of persons using the Park must be considered.
- 13.4. 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.
- 13.5. If reinstatement of parkland is not satisfactory following the first inspection and results in the parkland being reviewed a re-inspection fee will apply.

14. Scientific Research

- 14.1. Upon completion of research, all equipment and markers must be removed unless specific approval to the contrary has been obtained from the land owner or relevant authority.
- 14.2. At the end of the permit period, and before any renewal is granted, the Conservation Support Officer must be provided with a full report (or satisfactory progress report) on the research carried out under the permit.
- 14.3. If an interpretation of the research is published, or information circulated, a copy of the interpretation or information must be lodged with the Conservation Support Officer as soon as practicable after its publication or circulation.
- 14.4. Due diligence must be taken throughout the duration of permit period to ensure damage caused wilfully or accidentally to flora and fauna is kept to a minimum. The City reserves the right to recover financial costs associated with any rehabilitation required due to damage.

15. Native Seed Collection

- 15.1. No material from the threatened or near-threatened plant species as per the *Nature Conservation Act 1992* or *Environmental Protection and Biodiversity Conservation Act 1999* is to be collected, unless already authorised by a *Protected Plant Harvesting Licence*.
- 15.2. No material from the special least concern species as per the *Nature Conservation Act 1992* is to be collected, unless already authorised by a *Protected Plant Harvesting Licence*.
- 15.3. No marine plant as per the *Fisheries Act 1994* is to be collected.
- 15.4. Collection is to be undertaken broadly in accordance with the State's Code of Practice for the harvest and use of protected plants under an authority *Nature Conservation Act 1992*.

16. Use of sports fields

- 16.1. Many sports clubs hold a 'Right of Use' Agreement with the City for the provision of organised, regulated and coordinated activities using the City's administered sporting facilities. Any requests for use of sports fields will be considered in line with these annual agreements which have priority use of the facilities at dedicated times.
- 16.2. Clubs DO NOT have the authority to approve use of fields for any other users. Approval must be obtained from the City.
- 16.3. The City does not control bookings for use of community buildings located at sport fields. These are to be booked through the organisation who holds a lease for the facility (once approval for use of fields has been obtained from the City).
- 16.4. All line marking, goalposts and associated sporting equipment is the responsibility of the sports club who hold Right of Use at the facility.
- 16.5. Under no circumstances is any infrastructure to be placed on the actual playing surface.
- 16.6. If wet weather leading up to use occurs, it is the responsibility of the applicant to check the City's sports field closures via the website cityofgoldcoast.com.au/sportshotline to ensure that the field is available on the day

17. Jumping castles and other inflatables:

- 17.1. The use of inflatable amusement devices (i.e. jumping castles and slides) needs to be operated in accordance with relevant Codes of Practice and Australian Standard AS3533.
- 17.2. The inflatable amusement device (i.e. jumping castles and slides) must be supplied, installed, and operated by a commercial operator.
- 17.3. Supervisor: The commercial operator must supply a competent person to operate the inflatable device.
- 17.4. Installation method - no in ground pegs: The City of Gold Coast does not allow in ground pegs due to underground services. All items needing to be anchored must be done so above ground using weights in line with the manufacturer's instructions for installation of the device on a hard surface.
- 17.5. Safety Inspection before daily use: the commercial operator MUST complete a daily documented inspection of all inflatables and associated equipment prior to allowing patrons to utilise the equipment.
- 17.6. Warranty and indemnity: The Hirer warrants that he or she will use the device strictly in accordance with the instructions provided by the commercial operator of the device, the requirements stated in this application, and the Hirer hereby indemnifies the City against any injury or damage to any person/s or property whatsoever, howsoever and to whomsoever caused, associated with the hirer's use of the area and the inflatable device.
- 17.7. Public Liability Insurance: The Hirer is to obtain a copy of the commercial operator's public liability insurance policy covering liability up to \$20 million. The hirer is to submit a copy of the public liability insurance with the park booking application form,

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keep a copy when onsite and produce the certificate on request to an authorised officer.

17.8. Certificate of Registrable Plant: for inflatables with a platform height of 3 metres or more a Certificate of Registrable Plant MUST be provided to the City.

18. Other conditions

18.1. 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.

18.2. 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.

18.3. 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.

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

Parks & Recreational Services

PO Box 5042 GCMC Qld 9726

P 07 5667 5972

E parksrecreationalservices@goldcoast.qld.gov.au