

Office: .....

Date: ...../...../.....

Time: .....

Name: .....

## Park Booking Application Form - Private Function

*Local Government Act 2009 - Local Law No. 1 (Administration) 2011*

*Subordinate Local Law No. 1.14 (Undertaking Regulated Activities on Local Government Controlled Areas and Roads) 2011*

**Privacy Statement:** Gladstone Regional Council is collecting your personal information to process your application form. This information will be only accessed by authorised Council employees and may be given to the Queensland Police Service. This information will not be given to any other person or agency unless you have given us permission or we are required by law.

This application form is to be used to invite only **private functions** held on Council controlled park or open space areas and is not to be used for community entertainment events. Council does not accept tentative bookings for private functions, however, please contact our Parks and Environment Division on 07 4977 6899 to check the availability of your preferred date.

### 1 Applicant details

*The applicant must be 18 years of age or over*

Name of person responsible for function

Name of organisation or individual applicant represents

Postal address

  


Suburb

Postcode

Primary contact number

Alternative contact number

Email address

### 2 Function details

Type of function

*e.g. wedding, birthday party*

*Please refer to standard terms and conditions number 1,2 and 3 before completing this section*

Date

Time

Start time

Finish Time

Park name

Area number within park

*Tondoon Botanic Gardens, Canoe Point and Millennium Esplanade only, please refer to Council's area maps on our website.*

Number of guests

0-24 people

25-49 people

50-99 people

100 people and over

### 3 Function requests

Will you be erecting any structures or signage?

*e.g. jumping castle, marquee, happy birthday banner, bunting*

No

Yes  *please refer to standard terms and conditions number 24 and 25 before providing details*

Type, size \_\_\_\_\_

How will it be secured? \_\_\_\_\_

Hire company \_\_\_\_\_

Will you or your guests be consuming alcohol?

No

Yes  *fee additional, please refer to standard terms and conditions number 26 and 27*

Please attach the applicant's proof of age

Will you require electricity?

No

Yes  *please refer to standard terms and conditions number 28, 29 and 30*

Will you be requesting vehicle access into the park?

*e.g. driving onto grassed areas to unload heavy or large equipment*

No

Yes  *please refer to standard terms and conditions number 31 before providing details*

Reason for access \_\_\_\_\_

Make, model \_\_\_\_\_

Vehicle registration \_\_\_\_\_

Will you be providing additional bins for your function?

No  *please refer to standard terms and conditions number 33*

Yes

Will you be requesting special permission for animals?  
 e.g. pony rides, petting zoo

No   
 Yes  ► please refer to standard terms and conditions number 32 before providing details

Type of animals \_\_\_\_\_  
 Hire company \_\_\_\_\_

Will you require an onsite meeting with Council staff?  
 e.g. if you are unfamiliar with the park or facilities or it is a large function

No   
 Yes  ► onsite details will be outlined in your approval letter

Is the function run by a not for profit organisation?  
 e.g. charity, incorporated body

No   
 Yes  ► please refer to approval process item 34  
 📎 Please attach evidence of the organisation's not for profit status

Are you planning a wedding in the park?

No   
 Yes  ► please refer to standard terms and conditions number 37 before providing details

Groom's name \_\_\_\_\_  
 Bride's name \_\_\_\_\_  
 Wedding planner (if applicable) \_\_\_\_\_

#### 4 Tondoon Botanic Gardens bookings only

Would you like to hire chairs?

No   
 Yes  ► Fee additional, please provide details

Number of chairs (80 maximum) \_\_\_\_\_

Would you like a directional sign for your function?  
 e.g. John's Birthday Party, Smith Wedding

No   
 Yes  ► please provide details

Words for sign \_\_\_\_\_

Would you like to reserve car parks for the bridal party?  
 only available for wedding bookings

No   
 Yes  ► please provide details

Number of car parks (4 maximum) \_\_\_\_\_

#### 5 Details or special requests not included in items above

#### 6 Fees and charges

Please refer to standard terms and conditions number 10, 12 and 42.

Current fees and charges can be accessed on Council's website at <http://www.gladstone.qld.gov.au/fees-and-charges> under Parks and are subject to change each financial year.

| Base fee   | Tondoon Botanic Gardens (RC 138)   | All other parks (RC157)            |
|--|------------------------------------|------------------------------------|
| <i>Please select only ONE base fee</i>   |                                    |                                    |
| Wedding ceremony   | \$275.00 <input type="checkbox"/>  | \$163.00 <input type="checkbox"/>  |
| Function 0-24 people   | No charge <input type="checkbox"/> | No charge <input type="checkbox"/> |
| Function 25-49 people  | \$73.00 <input type="checkbox"/>   | \$62.00 <input type="checkbox"/>   |
| Function 50-99 people  | \$146.00 <input type="checkbox"/>  | \$124.00 <input type="checkbox"/>  |
| Function 100 people & over   | \$322.00 <input type="checkbox"/>  | \$281.00 <input type="checkbox"/>  |
| Not for profit organisation  | No charge <input type="checkbox"/> | No charge <input type="checkbox"/> |
| <b>Additional fees and charges</b>   |                                    |                                    |
| <i>Please select as applicable</i>   |                                    |                                    |
| Alcohol consumption permit   | \$26.50 <input type="checkbox"/>   | \$26.50 <input type="checkbox"/>   |
| Chair hire (per chair)   | \$2.35 <input type="checkbox"/>    | Not available                      |
| Security bond - 100 people and over (RC154)*   | \$312.00 <input type="checkbox"/>  | \$312.00 <input type="checkbox"/>  |
| * Security bond amount for high risk or exceptionally large functions will be price on application |                                    |                                    |

#### 7 Public liability insurance

Please refer to standard terms and conditions number 35 before completing this section

Do you have your own public liability insurance policy?  
 e.g. Not for profit organisations or incorporated bodies

No  ► proceed to item 8 and complete the declaration at item 9  
 Yes  ► proceed to item 8 and **DO NOT** complete the declaration at item 9

📎 Please attach Certificate of Currency for public liability insurance

#### 8 Document checklist

Have you attached all the required documents?

Please tick and attach to application if required

📎 The applicant's proof of age (if required)  
 📎 Evidence of eligibility for not for profit fee status (if required)  
 📎 Certificate of Currency for public liability insurance (if required)

## 9 Casual user of Council facilities liability insurance acknowledgement and declaration

*Only to be completed if you answered 'no' at item 7*

I, \_\_\_\_\_  
Hirer's name

of \_\_\_\_\_  
Address

Acknowledge that Gladstone Regional Council (herein referred to as "Council") has in place a liability insurance cover with a \$2,000 policy deductible (excess) and limit of indemnity of \$10,000,000 for casual users of Council facilities at no cost to the casual user.

I further acknowledge that I have read the following clause which provides an understanding of what constitutes a casual user for the purpose of this insurance cover.

### **Casual user coverage:**

The liability insurance policy cover is restricted to hirers who can be described as non-commercial, not incorporated and irregular users of Council facilities.

Casual hirers are further defined as third parties who hire Council facilities for no more than a total of 10 days over a 12 month period.

No cover is provided for incorporated bodies, sporting clubs or associations of any kind.

I advise that upon reading this and having received independent advice (legal or otherwise) to satisfy my needs, I believe this definition extends to include myself in the circumstances I will be using the Council facility and I will avail myself of the cover.

I understand and acknowledge that Council is not representing the insurer and/or myself in respect to this insurance and is not in a position to grant or confirm cover in my particular instance other than to confirm that the liability insurance policy is current.

I understand that in the event of an incident occurring that could possibly result in a claim under this policy that I must advise Council as soon as possible thereafter so that guidance can be provided on the appropriate action to take to ensure the insurer is advised as in accordance with the policy conditions. I also understand that it will be my responsibility to pay the \$2,000 policy deductible (excess).

I also understand and acknowledge that if for some reason, I may not be indemnified under this insurance that I would be personally liable for any claims arising out of my use of this facility.

Park name: \_\_\_\_\_ Function date: \_\_\_\_\_

Signed: \_\_\_\_\_ Date signed: \_\_\_\_\_

1. The insurance policy wording is held by Council and is available for perusal at the Council Administration Centre, Goondoon Street, Gladstone, upon request.
2. For the purpose of this acknowledgement "I" is construed to read "I" or "we" and "myself" is construed to read "myself" or "ourselves" to represent one or more persons.
3. Gladstone Regional Council strongly recommends that you seek professional independent advice before deciding to avail yourself of this insurance cover.

## 10 Provision of indemnity to Council, acceptance of standard terms and conditions of approval and acceptance of non-standard conditions of approval

Please tick the box relevant to you

I, the undersigned applicant acknowledge by making and signing this application that I (the hirer); or

I, the undersigned applicant have the authority of the organisation \_\_\_\_\_  
organisation name  
 for whom I am making this application, to provide this indemnity and to accept the standard conditions and any non-standard conditions arising from the approval of this application by Council. I, the undersigned applicant on behalf of the organisation I represent, acknowledge by making and signing this application that the above name organisation (the hirer);

1. Shall, at all times, hold harmless and keep indemnified the Gladstone Regional Council, its members, employees and agents from and against all actions, suits, proceedings, claims, demands, losses, costs, charges and expenses which may be taken against, made on or suffered by it or any of them directly or indirectly on account of or in respect of or arising out of any act, matter or thing done or omitted to be done by the approval holder or agents or employees or any of them in connection with any activity carried out or purporting to be carried out under the approval provided by Council arising from this application or in the observance, fulfilment, non-observance or non-fulfilment of any condition of the said approval;
2. Accept the standard conditions that apply to any approvals of this application by Council;
3. By proceeding with the function applied for in this application, once approved by Council, accept the non-standard conditions that may be applied in the advice of the approval by Council.
4. Confirm that all information I have provided is true and correct and I am 18 years of age or over.

## 11 Applicant signature

Signature

Printed name

Organisation

Date signed

**NOTE:** Your application will not be accepted or processed without the Park Booking Application Form being completed, signed and all required documentation attached.

## 12 Payment options and submission details

You may pay in person at any of Council's Administration Centres, hours may vary at each centre. Generally, cashier hours are 8:30am to 4:45pm, Monday to Friday.

**CREDIT CARD ►** Visa  Master Card  AMEX   
 Card Number: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Expiry Date: \_\_\_\_ / \_\_\_\_  
 Name on Card: \_\_\_\_\_

**POST ►** Post a cheque or money order made payable to:  
 Gladstone Regional Council  
 PO Box 29  
 GLADSTONE QLD 4680

Your Park Booking Application Form and supporting documentation may be submitted in person, by mail to the postal address above, by email to [info@gladstone.qld.gov.au](mailto:info@gladstone.qld.gov.au) or by fax to 07 4975 8500.

## 13 Receipt details (office use only)

Date: \_\_\_\_\_ Receipt number: \_\_\_\_\_ Amount Paid: \_\_\_\_\_ Cashier: \_\_\_\_\_

## Standard Terms and Conditions - Private Function

*Local Government Act 2009 - Local Law No. 1 (Administration) 2011*

*Subordinate Local Law No. 1.14 (Undertaking Regulated Activities on Local Government Controlled Areas and Roads) 2011*

### Standard terms and conditions

1. Park bookings are to be scheduled between 7:00am and 6:00pm unless an extended time frame is requested and approved by Council.
2. Bookings at Tondoon Botanic Gardens must be scheduled during operating hours and finish 30 minutes prior to closing time, unless an after hours function is requested and approved.
3. Park bookings cannot be taken more than one year in advance.
4. Council cannot accommodate a second park booking where there is an approved booking in the same area, at the same location, on the same date and at a similar time.
5. Council makes reasonable effort to prepare parks for functions; however Council cannot guarantee a park will remain in the same condition between preparation and the day of the function.
6. Council does not accept tentative bookings for private functions.
7. A minimum of two weeks is required for the processing of a park booking application form prior to conducting a private function.
8. Park bookings will only be accepted from a person 18 years of age and over; proof of age may be requested.
9. Council cannot guarantee the preparation of a park for bookings or the approval of any application forms received within two weeks of the function.
10. Applicable fees and charges must be paid in full at the time of submitting an application form or within one week of the application date. If payment is not received in full one week after submitting an application form, Council reserves the right to cancel your booking.
11. Cancellations and amendments must be made in writing within one week prior to the booking date. All amendments require approval.
12. The full or partial refund of paid fees is at the sole discretion of Council.
13. If the function is approved by Council, an approval letter will be sent to the email address provided on the Park Booking Application Form (where an email address is not provided, a hard copy will be sent by post). A hard copy of the approval letter can be requested in item five of the Park Booking Application Form.
14. It is the applicant's responsibility to read all of the standard terms and conditions prior to submitting the Park Booking Application Form.
15. By signing the Park Booking Application Form for the function, the applicant confirms that they have the authority of the organisation or individual they represent to accept these conditions and confirm that they understand and agree to these standard terms and conditions on behalf of the organisation or individual.
16. Hiring of the park does not give the hirer exclusive use of the park. The park is to remain available for other members of the public to use during the event. Public access to and use of park facilities must be maintained at all times, in particular walkways, stairs, bike paths and play equipment.
17. Only the type of function that has been approved can take place at the approved location and only on the date(s) and times that have been approved (including set up and pack up).
18. The hirer must be able to produce a copy of Council's approval letter at any time during the function, if requested by Council or the Queensland Police Service.
19. The hirer must take all measures to protect the safety of persons who are involved in, or may be affected by the function.
20. The hirer must ensure that the function does not cause environmental harm or create an environmental nuisance (whether by the organisers or by attendees of the function).
21. The function must not create a traffic, lighting or noise nuisance or affect the amenity of the neighbourhood in any way.
22. All park facilities and equipment used during your function must be left in good working order and in a clean and sanitary condition.
23. The applicant is required to obtain and adhere to all other necessary approvals, licences and/or permits that are required under any other legislation (whether Commonwealth, State or Local Government) for the running of the function.

24. All structures, signs and banners (except jumping castles) in Council parks must be free standing with no in-ground pegs and must not be attached to any tree or plant matter. Weights and sand bags are a suitable alternative. Sand pegs may be used to stabilise structures where bookings are located on the beach. Jumping castles may be stabilised with in-ground pegs for safety reasons, however additional care must be taken where underground services are present. All advertising signs require approval; please contact Council's Regulatory Services Division for more information on 07 4970 0700.
25. Jumping castles, slip and slides and other amusements are not permitted without written approval from Council and must be hired through an approved hire company. Private jumping castles, slip and slides and other amusements are strictly prohibited. Slip and slides are not permitted for use in memorial parks, Millennium Esplanade or Tondoon Botanic Gardens, and are subject to water availability.
26. Where alcohol is only to be consumed (not sold), alcohol is not permitted without a separate written authorisation from Council and is strictly prohibited in all memorial parks. The consumption of alcohol is governed by the *Liquor Act 1992*. Permits will only be granted by Council if the applicant is 18 years of age and over, for a maximum time period of one day. The applicant's proof of age must be provided to Council with the Park Booking Application Form. Details of all approved alcohol consumption permits are forwarded to the Queensland Police Service. If alcohol consumption is approved, Council will provide an alcohol consumption permit with the approval letter. This permit must be conspicuously displayed during the time of designation. The hirer must comply with the conditions of the alcohol consumption permit at all times.
27. No glass or glass receptacles are permitted for use at any time during your function.
28. A CASH ONLY refundable deposit is required when obtaining keys to access electricity and/or gates. If electricity is available, details of where to collect the key will be outlined in the approval letter. Not all parks have access to electricity, please contact Council's Parks and Environment Division on 07 4977 6899 to confirm parks with access to electricity.
29. All keys must be returned to Council the next business day to obtain your refund. If a key is lost or misplaced, you will forfeit your refund.
30. All electrical equipment must comply with Australian standards and must be inspected for safety. No double adaptors are permitted and all power leads and connections must be positioned and secured to avoid pedestrian trip hazards.
31. Vehicles are not permitted to drive in or access parks without written authorisation from Council. Vehicle access is generally limited to vehicles directly involved in the supply of large or heavy equipment required to undertake the function and emergency vehicles, unless otherwise requested and approved by Council in writing. The hirer is responsible for confirming with their hire company if vehicle access is required and for obtaining the proposed vehicle details.
32. Pony rides, petting zoos and the like are not permitted in parks without written authorisation from Council in writing. The operator must be in attendance at all times and must immediately remove and dispose of any waste or manure in a sanitary way. All requests for animals must comply with Council's Local Laws. Domestic animals are not permitted at Tondoon Botanic Gardens.
33. Council does not supply additional rubbish bins for functions. The park must be left clean and tidy at the completion of the function, including the removal of all decorations. In the case where bins are not provided or are already full, the hirer must remove all rubbish from the park generated by the function. The hirer may be required to provide additional bins and arrange for their removal at the completion of the function at the hirer's expense.
34. To be eligible for the not for profit fee status, Council requires evidence that the organisation is not for profit and such evidence must be provided to Council with the application form. Suitable evidence may include but is not limited to a Certificate of Registration as a charity, a Certificate of Incorporation, a Certificate of Sanction from the relevant government body, a Certificate of Exemption as a charity/not for profit agency from the Australian Taxation Office (ATO), a Statutory Declaration, or indication that the organisation can be found on the Australian Charities and Not-for-profits Commission (ACNC) website. In the case where the applicant is unable to provide evidence that the organisation or function is not for profit, a request to be considered for not for profit fee status may be addressed to Council in writing for consideration.
35. Businesses, incorporated bodies, sporting clubs, groups or associations of any kind, including all fundraising events, must hold their own current public liability insurance cover to the minimum value of 10 million dollars and must be valid for the date(s) of the function. A copy of the Certificate of Currency must be provided to Council with the Park Booking Application Form. Ideally, Council should be listed as an interested party.

36. All third party operators associated with the function must hold their own public liability insurance to the minimum value of 10 million dollars. A copy of their Certificate of Currency may be requested by Council. Ideally, Council should be listed as an interested party.
37. The release of animals, rice, balloons, confetti, glitter or other manufactured products is not permitted. Bubbles and rose petals are an acceptable alternative, however no residue is to remain on walkways or stairs.
38. Permanent markings are not permitted in Council parks, including the use of paint. Where directional signage is required for the function, chalk is the only acceptable alternative.
39. Fireworks and pyrotechnic equipment are not permitted in parks for private functions.
40. For all school related events, the hirer is responsible for ensuring all students return to school or vacate the park at the completion of the function.
41. The hirer must take all reasonable and practical measures to minimise noise nuisance. Amplification of music or vocals must be controlled so not to disturb other park users and neighbouring residents. Amplifier devices are limited to the hours of 7:00am to 10:00pm on a business day or 8:00am to 6:00pm on any other day, unless otherwise requested and approved by Council in writing or directed by the relevant authorities.
42. The applicant may be required to pay a security bond for the function by a required date. Security bonds are applicable for private functions with 100 people or more or for high risk or exceptionally large functions. The security bond amount for high risk or exceptionally large functions will be determined at the discretion of Council following review of the Park Booking Application Form. Upon payment of the security bond to Council, the hirer accepts:
  - a) The security bond will only be refunded after the function if the hirer has complied with all standard terms and conditions of use of the park and have left the park in a satisfactory condition after use.
  - b) If the park requires cleaning and/or repairs as a result of the hirer's use of the park, the hirer will be advised of the rectification works to be undertaken and the time in which this must be undertaken. Council will offer the opportunity of a joint onsite inspection to outline the works required.
  - c) If the hirer is unable to comply with this advice, Council will undertake the required works at the hirer's expense and will invoice the hirer for these costs.
  - d) If the invoice is not paid, the hirer accepts that Council may apply the security bond towards the payment of the costs and recoup from any balance not covered by the security bond as a debt.
  - e) If the security bond is greater than the costs incurred by Council and the hirer does not pay the invoice provided within 30 days of issue, the security bond will first be applied to the payment of the invoice and any balance will be refunded.
43. Council reserves the right to cancel the park booking at any time. Any breach of the standard terms and conditions may result in the function being cancelled immediately by Council or the Queensland Police Service.