

General Event Terms and Conditions



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Community Bookings

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Application

- A. These Terms and Conditions apply to all Events.
- B. By applying for Final Approval to undertake an Event You acknowledge and agree that:
 - i. these Terms and Conditions form a binding agreement between You and Council; and
 - ii. You will comply at all times with these Terms and Conditions in relation to Your Event.

Procedure

1. You must lodge an application to conduct an Event with Council a minimum of 3 months prior to the proposed commencement date of Your Event and up to 12 months in advance of that date. Council may not consider Your application if it is made outside of this timeframe.
2. Following the submission of Your application, Council may issue You with a Preliminary Approval letter setting out more specific terms and conditions which apply to Your Event. Final Approval for You to conduct Your Event is conditional upon You agreeing to those further terms and conditions, and Your compliance with any reasonable direction of Council in relation to Your Event.
3. If Council approves Your application, Council will issue You with a written Final Approval. You are not permitted to conduct an Event without a written Final Approval. To avoid doubt, submission of an application does not constitute Final Approval for You to conduct Your Event and Council may accept or reject Your application at its sole discretion.

General

You acknowledge and agree that:

4. Final Approvals are not transferrable by You to any other person (unless permitted in writing by Council);
5. Final Approvals are for the use specified by Council and not for any other purpose;
6. Final Approvals are restricted to any area designated by Council and any specified days and times of use;
7. You must carry the written Final Approval during Your Event and produce that Final Approval for inspection on demand by a Council representative;
8. Emergency services representatives and Council representatives (acting within the scope of their employment) have the right to access Your Event at any time;
9. You will, and will ensure that all persons attending Your Event comply with any reasonable directions given by Council representatives;
10. You accept full responsibility for activities undertaken at Your Event and for ensuring acceptable risk management techniques are in place so as not to cause injury or damage to any persons;
11. You must secure and insure Your own property (and any property of a third party) against all risks posed by Your Event as Council will not accept responsibility for the security, control or safety of that property;
12. all portable electrical appliances and leads brought into Your Event area must have current service test tags;
13. You must ensure that Your Event complies, and all attendees at Your Event comply, at all times with all Laws (including health and safety, liquor and environmental nuisance laws);
14. Your Event may be subject to rearrangement, including cancellation, at the sole discretion of Council in the case of unforeseen circumstances beyond the control of Council. Such circumstances include inclement weather and other conditions constituting Force Majeure. Council will endeavour to notify You of any such decision in writing as soon as practicable;
15. pre-event promotional marketing for Your Event must not be undertaken until Preliminary Approval for Your Event is granted;
16. vehicles are not permitted within Council parks without Council's written permission;
17. You will ensure that all emergency vehicle access routes, including helipads, remain unobstructed at all times during Your Event;
18. the area subject to Your Event will not be available for Your exclusive use (unless otherwise provided in writing by Council);
19. You will ensure that no damage is caused to the area within which Your Event is held, or to any property or infrastructure located within that area. If Council considers that any such damage has been caused as a result of Your Event, Council may (with or without notice to You) perform any work necessary to repair that damage and the reasonable amounts incurred by Council for doing so will be a liquidated debt payable on demand by You, and recoverable by Council in a court or tribunal of competent jurisdiction;
20. temporary structures, equipment or signage, requiring the insertion of pegs, spikes, stakes or other instruments into the ground are not permitted at the Event (unless otherwise provided by Council in writing). Self-supporting temporary structures are permitted.

21. You must not allow animals to be brought into the Event area unless permitted by law or otherwise approved by Council;
22. all waste generated at Your Event must be disposed of on a daily basis as well as on the day following the conclusion of Your Event or as otherwise directed by Council;
23. where Council provides bins for Your Event, these must be returned to the initial pick-up point as soon as possible after Your Event (or such other place as agreed to by You and Council). If such bins are not returned within 2 business days of Your Event, Council may recover from You the reasonable costs payable by Council for replacing those bins as a liquidated debt payable on demand by You, and recoverable in a court or tribunal of competent jurisdiction;
24. You must ensure that the Event area is left in a clean and tidy condition after it has been used for Your Event. If the Event area is left in a condition which Council considers is not clean and tidy (acting reasonably) and Council chooses to restore the Event area to a clean and tidy condition (which it may do with or without notice to You) the amount reasonably incurred by Council in doing so will be a liquidated debt payable on demand by You, and recoverable in a court or tribunal of competent jurisdiction;
25. Council does not warrant or represent that Your Event area is suitable or adequate for Your Event;
26. You acknowledge and agree that if You fail to comply with these Terms and Conditions (in Council's reasonable opinion) Council may not to allow You to hold any Events in its local government area in future.

Fees and Charges

You acknowledge and agree that:

27. a fee, or fees (as notified to You by Council) may be payable by You in order to conduct Your Event;
28. a refundable bond or deposit (as notified to You by Council) may be payable by You in order to conduct Your Event;
29. all payments, including bonds, relevant to Your Event must be paid to Council at least 30 days prior to the commencement date of Your Event (or such other time as notified to You by Council). If payment is not received by that time, Council reserves its right to cancel or to not approve Your Event (as applicable) and will not incur any liability to You for doing so;
30. if Council does cancel Your Event for a reason that is not due to Your breach of these Terms and Conditions, Council will refund any monies that it has received from You;
31. should You cancel Your Event less than 30 days before the commencement date of the Event, Council may retain some monies paid by You to Council in accordance with Council's Schedule of Fees and Charges. Any bond monies held in relation to the Event will be refunded in full;
32. subject to clauses 30 & 31 of these Terms and Conditions, You will have no right to a refund of monies paid to You by Council. To avoid doubt, inclement weather (or the chance of inclement weather) or Your change of mind to not conduct the Event within 30 days of the commencement date of the Event is not a circumstance for a refund;
33. bond monies held by Council will be returned to You once Council is satisfied that all Terms and Conditions relevant to Your Event have been complied with (minus any reasonable amounts necessary to rectify any breach by You of Your obligations under those Terms and Conditions).

Insurance, Release & Indemnity

34. You must at all times comply with Council's Insurance Policy 12-2150-060 (available on Council's website) and provide Council with a Certificate of Currency for public liability insurance for a minimum of \$20 million, issued in Your name covering the period of Your Event upon request.
35. You must inform Council immediately and in writing, of any occurrence that may give rise to any claim being made under any insurance policy which relates in any way to Your Event.
36. You acknowledge and agree that the Event area is provided "as-is" and You are voluntarily undertaking any risks associated with the conduct of Your Event and release Council, its employees, agents and Councillors from any and all liability for damage, loss or injury, however caused, that You or any third party may suffer as a result of or arising from Your Event, or Your breach of these Terms and Conditions. You acknowledge and agree that Council and its employees, agents and Councillors may plead this release as a complete defence and bar to any proceedings which arise from Your Event, or Your breach of these Terms and Conditions.
37. You will indemnify and will defend Council and its employees, agents and Councillors (**Those Indemnified**) against any liability, claim, demand, losses, cost or damage made against, or suffered or incurred by, Those Indemnified which arises in any way from Your Event, or Your breach of these Terms and Conditions. It is not necessary for Council to make any payment before enforcing this right of indemnity and You must pay on demand any amount that You must pay under this indemnity. This indemnity will survive any termination or completion of these Terms and Conditions. Your liability to Those Indemnified will be reduced proportionally to the extent that any unlawful, wilfully wrong or negligent act or omission of Those Indemnified caused or contributed to the liability, claim, demand, losses, cost or damage.

Interpretation

38. In the event of any inconsistency, any terms and conditions specified by Council in Your Preliminary Approval letter or Final Approval addressed to You take precedence over these Terms and Conditions.
39. If a provision of these Terms and Conditions is declared by a Court as being void or unenforceable, that provision must be read down to the extent necessary for these Terms and Conditions to remain in force.
40. In these Terms and Conditions:

Preliminary Approval means conditional approval;

Final Approval includes a local law approval, development approval or permission;

Council means Moreton Bay Regional Council and where the context permits, includes its employees and agents;

Event means an event within Council's local government area for which an Approval from Council is necessary;

Force Majeure means any event beyond the reasonable control of Council;

Laws includes local laws, Council policies (available via Council's website) and State and Commonwealth Government legislation and requirements;

'**You**' and '**Your**' mean the organisation which or person who applies to Council to conduct Your Event;

Your Event means the Event which is the subject of the Final Approval applied for by You.