



OPEN SPACES AND PARKS

General Conditions of Hire

Council shall not be liable for any damage or loss the Hirer or any person or any property may suffer, by reason of the manner of use of the facilities by the hirer, whether such loss occurred naturally or negligently or otherwise.

Hirers are not to enter the facilities outside of their arranged booking time. If you need to alter your booking arrangements, please contact Councils Customer Service on 1300 790 919.

Hirers under the age of 21 years must have the booking completed by an adult who will be supervising the function. This person is subject to these terms and conditions. It shall be at the discretion of the Chief Executive Officer to refuse to grant the hire. The Chief Executive Officer shall have the power to cancel any booking if deemed a risk to the community.

Council cannot guarantee exclusive usage of an area in public park or open space.

Temporary Event

If your booking meets ANY OR ALL OF the below criteria:

- The event is open to the public – 50 people or more in attendance.
- Exclusive use of the area is required (for private events this means that the hirer only wants a particular area and wants guaranteed exclusive use of this area).
- It will be advertised (this includes open invitation, social media, invitation via flyer, etc.).
- There will be activities that may cause a risk (e.g., fire twirling, juggling. Jumping castles, petting zoos, music events etc.)
- The booking is a social event of any sort (e.g., a booking for a sporting club/social club, where expected attendance is over fifty people and/or alcohol or food is being served or sold)

The hirer must also comply with the Temporary Event Conditions of Hire and sign the agreement below. The agreement must be emailed to events@livingstone.qld.gov.au prior to the event.

Mandatory Supporting Documentation

As part of the approval process Council requires the below documentation to assist with the approval of the event:

- Risk assessment – State the proposed methods of reducing identified risks associated with your event. [Risk assessment form](#)
- Site plan – Site plan of event showing set up location, stalls, entry exit points, and first aid station
- Waste Management plan – [Waste Management Form](#)
- Public Liability (if applicable) – Certificate of Currency (insurance) - \$20 Million showing event name as insured.

Other Supporting Documentation (if required)

- Electrical Indemnity – to be completed and signed if you are using Council power outlets.
[Electrical Indemnity Form](#)

If you are having an event that requires power at **Bell Park** you must use portable generators OR contact Council to determine power needs and how it can be facilitated safely. Council appreciates that this is new and a significant change from how it has been done up to now. It will impact on events in Bell Park. If you have an event planned for these areas, please contact Council as soon as possible so that we can work through how to ensure your event is a safe success.

- Traffic Management plan – to be completed if applicable to the event type and when roads closed are required. Queensland Police Service permits will also be required. Forms can be requested from Events team or these links – [Special Event Permit](#) and [Road Closure Permit](#)
- Car Park closure – Permit may be required. Car Park Closure signs are available for hire at OSP Yeppoon. Closure signs must be placed at the entrance to the car park a minimum of 7 days prior to the event to advise the public of the closure.

Food

If food is being served/sold at your event, the List of Food Vendors/Stall Holders Form will be required. A food business licence may be required. [List of Food Vendors/Stall Holders Form](#)

Alcohol

If you are selling or serving alcohol as part of your booking a liquor license or exemption may be needed. For details please contact the Officer of Liquor and Gaming Regulation phone 13 74 68 or www.olgr.qld.gov.au for further information regarding the liquor licencing rules in Queensland.

Incident/Accident Reporting

Any incident or accident sustained at the facility to persons, equipment or structures should be reported to the Customer Service Team on 1300 790 919, 24 hours a day.

Furniture and Equipment

Furniture – Hirers are responsible for setting up for their function and/or event. Following the function/event all Council tables and chairs must be cleaned and returned to their normal position.

Due to parks irrigation systems, nothing can be driven into the ground (e.g., tent pegs for marquees) unless prior permission has been granted.

Cleaning Requirements and Responsibilities

The hirer is responsible for leaving the parks and gardens in a clean and tidy state, and shall immediately remove all rubbish, food scraps, refuse and waste matter into the bins provided prior to the end of the hire period. Hirers are responsible for determining whether extra bins are required and for making arrangements for extra bins if needed (see Waste Management Plan).

No confetti, glitter or dance pops are permitted within the grounds.

Insurances and Public Liability

Individual and casual hirers who are making a one-off booking (e.g., birthday party, wedding reception etc.) are NOT required to obtain Public Liability Insurance for their hire booking. This exclusion only applies to individuals for one-off bookings.

Not for profit organisations, businesses, companies etc. must provide evidence of current Public Liability Insurance for at least \$20million before any booking is finalised. This cover is required regardless of frequency of hire.

Theft, Breakages and Damages

Neither Council nor its officers shall be liable for any loss or damage sustained by the Hirer or any person, firm or corporation entrusting to or supplying any article or thing to the Hirer by reason of any such article or thing being lost, damaged or stolen. The Hirer hereby indemnifies Council against any claim by any such person, firm or corporation in respect of such article or thing.

The Hirer will be required to cover costs of all damages/breakages incurred whilst hiring the facility except loss or damage as a result of reasonable wear and tear.

Council will invoice the Hirer to recover these additional costs. It is the hirers responsibility to ensure that the conduct of people attending their function is of an appropriate manner. Destruction of property will not be tolerated.

Security

It is the hirer's responsibility to ensure the security of people attending the facility. Depending on the nature of the event (e.g. service of alcohol) the hirer may be required to engage a Security Company.

Safety Requirements

The Hirer is to take responsibility for their safety and the safety of all attending said event. Hirers are required to supply their own first aid kits and qualified first aid personnel.

Any incidents or accidents should be reported to Council via 1300 790 919 (24/7)

Fireworks

A permit is required to conduct Fireworks at any location within the Shire.

The following documentation must be submitted to Council to acquire a permit:

- Application for Fireworks - [Fireworks application](#)
- Fireworks contractor's licence
- Fireworks contractors CoC for public liability insurance
- Fireworks contractors Workcover CoC
- Qld Govt – Resources Health & Safety Qld fireworks acknowledgement
- Copy of the letter that is being given to residents in the fireworks area.

As per the QLD Code of Practice, the organiser of the event is responsible for notifying neighbouring residents within 200m in all directions, of the location and times of the Fireworks. Any relevant neighbouring residences must be notified, in writing, least four working days from intended date of display.

Council encourages all fireworks operators to consider using materials that are environmentally sustainable and biodegradable. Any non-biodegradable debris generated from the fireworks display that lands on the beach should be collected as soon as practicable. Event organisers are requested to undertake a beach survey the following morning to check for any debris and remove any waste from the fireworks display.

Please contact Events officer – events@livingstone.qld.gov.au or call 1300 790 919 for details or contact an authorised Fireworks Contractor.

Jumping Castles

As the hirer, it is necessary to ensure the amusement company are aware of changes to the 2024 Code of Practice for amusement rides, which specifies the requirements for inflatable devices (jumping castles).

Inflatable devices should be:

- secured and anchored with anchor points provided according to the manufacturer's instructions and relevant technical standards.
- evacuated when wind gusts exceed the manufacturer's guidelines or when the wind gusts are over 40 km per hour.
- installed with suitable impact absorbing mats if they are in areas where patrons can fall off the unfenced platform of the inflatable e.g. entrance and exits.
- supervised at all times by people who are competent to operate the device safely.
- monitored so a device is not used at the same time by more than the recommended maximum number of patrons.
- monitored so electrical or other powered components of the inflatable cannot be interfered with by patrons, in particular children, and
- inspected regularly for wear or rips in the fabric.
- Patrons should be monitored so only those of similar size and weight are on the amusement device at the same time. This will reduce the risk of injury to smaller patrons. Somersaults, flips or tackling other patrons should not be permitted.
- If the land-borne inflatable device is continuously blown with a platform height of 3 metres or more plant registration is required.

Petting Zoos and Animals

Council's requirements -

- Animal farms and animal rides must remain within the agreed position, within the designated event area.
- All animals must be in a pen or kept on a leash at all times within the event area.
- Where applicable, appropriate flooring such as plastic covered with straw should be installed to protect lawn areas.
- Petting zoos, animal farms and animal rides should be located on a flat surface, away from roads.
- If the area is not shaded, shelter should be provided.
- Hirer to ensure the operator has cleaned up any animal waste after the event.

Operator is responsible for monitoring and caring for the animals throughout the event.

- Health status of the animals
- The audience capacity in the petting zoo or animal farm area
- The turn-around time, the number of people per hour for animal rides
- Facilities available to the animals throughout the event, i.e. drinking water.
- The required rest periods for the animals

Event Approval Steps

- Upon receipt of documentation and payment of fees your application will be assessed.

- Once all requirements have been met, the application will be finalised, and written approval will be emailed.
- Council's Events Team will advise relevant internal Council departments. These department may require further information.
- Post event inspections will occur to ensure the venue is left in a clean and tidy state.

Release and Indemnity

The Hirer indemnifies and agrees to keep indemnified the Minister, the State of Queensland, and Livingstone Shire Council (the Indemnified Parties) against all actions, suits, proceedings, claims, demands, costs, losses, damages and expenses (Claim) arising out of or in any way connected to or resulting from the granting of this booking to the Hirer or which is connected to or resulting from the Hirer's use and occupation of the premises or park (all of which are referred to as the indemnified acts or omissions) save to the extent that the Claim arises as a result of any negligent act or omission of one of the Indemnified Parties does not negate the indemnity of the other Indemnified Parties.

The Hirer hereby releases and discharges the Indemnified Parties from any Claim relating to the indemnified acts or omissions which may be made against the Indemnified Parties, save to the extent that the Claim arises as a result of any negligent act or omission of one of the Indemnified Parties does not negate the release and discharge in favour of any of the other Indemnified Parties. To remove doubt, the Hirer specifically agrees that indemnity provided by the Hirer extends to any Claim arising from the use of any other are of the Land/premises by the Hirer.

Contact Livingstone Shire Council 24 hours a day on 1300 790 919.

Email – enquiries@livingstone.qld.gov.au

Web - www.livingstone.qld.gov.au



TEMPORARY EVENT CONDITIONS OF HIRE AGREEMENT

I/We have read the Temporary Event Conditions of Hire AND agree to the terms and conditions as listed.

Please email the agreement back to events@livingstone.qld.gov.au prior to commencement of booking/s.

DATE: _____

BOOKING REFERENCE NUMBER : _____

NAME: _____

EVENT NAME: _____

MOBILE: _____

SIGNATURE -

X

Name:

COMMENTS:
