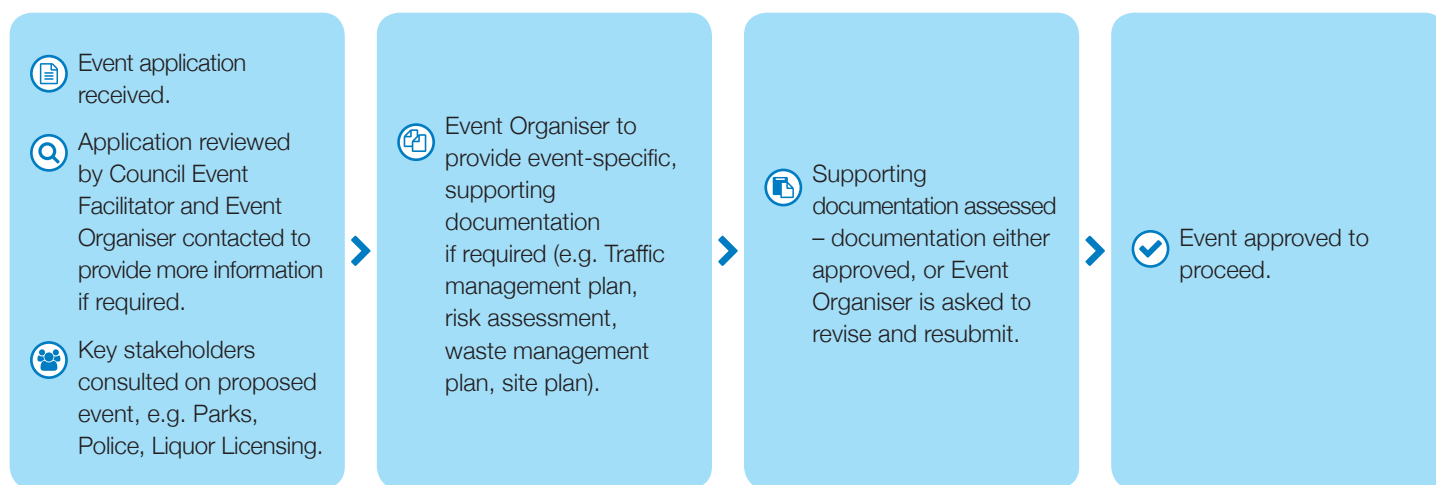


**This application form is for events held on public open space owned, administered or controlled by Tauranga City Council, including parks, reserves, roads, streets, footpaths.**

Please note for bookings at [Baycourt](#), [Bay Venues](#) or [Historic Village](#) please contact them directly.

- The information supplied in this application form will allow your Council Event Facilitator to assess what further information will be required to process your event application, including what (if any) licences, permits and/or consents will be required.
- Depending on the complexity of your event your Event Facilitator may organise a planning meeting with all relevant stakeholders.



- If you have any questions please contact your Event Facilitator. A complete list of specific conditions that will apply to your event will be issued with your approval.

If you need more space to describe your event or for further information that doesn't fit in the provided fields, please use the blank field on page 5 and refer to the section the information belongs to.

**Thank you for considering Tauranga as a venue for your event.**

Event name:

## 1. Event Organiser information

Organisation/company:

	Name	Landline and/or mobile	Email
Event Organiser:			
Alternative contact:			
Contact on the day:			

Postal address  
(including postcode):

Invoice address  
(if different from above):

## 2. Event information

If you have more than 2 event dates/times please separate by comma.

Event date/s:		Site:	
Event start time/s:		Event finish time/s:	
Pack in date/s:		Pack in time/s:	
Pack out date/s:		Pack out time/s:	
Rain date/s:		Number of participants:	

Is the event entry:

☐

Free

☐

Koha/donation

☐

Entry fee

☐

Ticketed

What is the purpose of the event? *i.e. Why are you holding it*

What type of activities are involved? *i.e. What will people be doing at your event? Please attach a copy of your event programme if applicable.*

### 3. Site and effects on the environment (please tick all boxes applicable to your event and provide a site map)

**Structures:** Please write the quantity and dimensions beside each structure if applicable. Please note marquees over 100m<sup>2</sup> and platforms or staging over 1.5m will require building consent.

<input type="checkbox"/>	Marquees/EZI-up/ gazebo:		<input type="checkbox"/>	Stages:	
<input type="checkbox"/>	Chairs/tables:		<input type="checkbox"/>	Fencing:	
<input type="checkbox"/>	Other (including signage):				

**Amusement devices:** Please tick if you are planning on having any amusement devices at your event. Please note licences for devices may be required from Council to operate.

<input type="checkbox"/> Inflatable	<input type="checkbox"/> Mechanical
-------------------------------------	-------------------------------------

**Noise (amplified):**

Start time/s:		Finish time/s:	
<input type="checkbox"/> Live band	<input type="checkbox"/> PA system		
<input type="checkbox"/> DJ	<input type="checkbox"/> Other (please describe)		

**Waste management and minimisation:** Event organisers are responsible for managing and removing waste from the site and surrounding areas. Council also expects events to offer recycling options to divert waste from landfill. You will be required to complete a questionnaire at a later date detailing your management plans.

What options do you intend to provide at your event?: ☐ Recycling ☐ Composting ☐ Rubbish (landfill)

Does your event include fireworks and/or special effects?: ☐ Yes ☐ No

Do you require off-street vehicle access to the site? : ☐ Yes ☐ No

### 4. Food and beverage trading (please tick all boxes applicable to your event)

**Food:** Please write the quantity beside each category

<input type="checkbox"/>	Food vendors (registered)		<input type="checkbox"/>	Food vendors (unregistered)	
<input type="checkbox"/>	Caterers		<input type="checkbox"/>	Barbeque or sausage sizzle	

**Alcohol:** If you are selling alcohol at your event you must apply for a special liquor licence **at least twenty working days** prior to your event <http://www.tauranga.govt.nz/services/alcohol-food-health/alcohol/alcohol-licensing/applying-for-an-alcohol-licence.aspx>

Supplying: ☐ Yes ☐ No      Selling: ☐ Yes ☐ No

**Trading:** (sale or distribution of goods, flyers, services, collecting money etc.) ☐ Yes ☐ No

## 5. Traffic management and parking (please tick all boxes applicable to your event)

Does your event involve any activities on a road or footpath?:

☐

Yes

☐

No

Are you applying to alter parking? (within or around the site):

☐

Yes

☐

No

Are you applying to close a road?:

☐

Yes

☐

No

If yes, for what purpose?

What roads do you plan to close and at what times? E.g. The Strand (between Harrington and Wharf Streets from 6am until 9am).

Note: You will need to engage a qualified traffic management company to assist you.

Where do you expect your event participants to park, including accessible car parking?

## 6. Utilities

### Electricity:

Do you require access to power if available?:

☐

Yes

☐

No

### Lighting:

Will you be providing additional lighting?:

☐

Yes

☐

No

### Toilets:

Do you require access to existing toilets? (Subject to availability):

☐

Yes

☐

No

### Portaloos:

Will you be providing portaloos?:

☐

Yes

☐

No

Please indicate how many and also ensure there are accessible services:

Please indicate how many of the above are accessible:

Please use this space to describe your event or for further information that doesn't fit in the provided fields.  
Note: Refer to the section the information belongs to.

## 7. Event health and safety

You will be asked to complete a health and safety plan for approval by Tauranga City Council. Your Event Facilitator will advise you what is required after your application has been reviewed.

## 8. Public Liability Insurance

Tauranga City Council will request you to obtain Public Liability Insurance. This will provide protection against claims for compensation in respect of unexpected and unintended personal injury or property damage for which they may be legally liable arising out of their business activities.

## 9. Fees/charges

You may be required to pay to Tauranga City Council a fee to be advised on submission of application. You may incur extra charges for licences, consents, bonds, charges for any damage etc.

## 10. Privacy Act 1993

The information collected in this Application Form will be used to help Tauranga City Council determine whether your event is approved, any Special Conditions relating to your event and to otherwise assist Tauranga City Council in ensuring the effective facilitation of your event. Any personal information contained in this form will be treated in accordance with Tauranga City Council's Privacy Policy and may be disclosed to a third party if Tauranga City Council determines it is necessary to approve or facilitate your event. Personal information may also be disclosed if Tauranga City Council is required to do so by law, including under the Local Government Official Information and Meetings Act 1987. Under the Privacy Act 1993 you may access and request a correction of any of your personal information.

## 11. Tauranga City Council General Terms and Conditions for events

Tauranga City Council and the Event Organiser agree as follows:

### 1. Definitions/Interpretation

Unless the context otherwise requires:

**“Application Form”** means the application form submitted by the Event Organiser to the Council to obtain approval to use the Site for the Event;

**“Business Day”** means any day excluding Saturdays, Sundays and statutory public holidays in Tauranga;

**“Council”** means the Tauranga City Council;

**“Event”** means the event, as described in the Application Form;

**“Event Facilitator”** means the Council representative who is the Event Organiser's point of contact at the Council;

**“Event Organiser”** means the person, business, company or organisation named as the Event Organiser in the Application Form. It includes its Personnel, successors, and permitted assignees;

**“Event Pack In Date”** means the date specified as such in the Application Form;

**“Personnel”** means all individuals engaged by the Event Organiser in relation to the Event, including its directors, employees, subcontractors, agents, external consultants and technical support;

**“Site”** means the area of land administered, owned or controlled by Council where the Event is to be held, including but not limited to parks, reserves, squares or streets (or part thereof); and

**“Special Conditions”** means any special conditions that apply to the Event, as determined by Council and contained in the formal approval letter issued by Council to the Event Organiser.

### 2. Access to the Site

The Site remains public property at all times, unless otherwise approved by Council. The Event Organiser must ensure that:

- access and egress for residents, businesses and emergency vehicles is available to and from the Site at all times;
- the public is not unduly inconvenienced; and
- public and private access ways are kept clear at all times.

No vehicles are permitted on grass areas on the Site unless prior written permission is obtained from Council.

### 3. Fees and Charges

The Event Organiser is responsible for payment of any and all fees, charges and/or service and supply charges associated with the Event, as advised by Council. The Event cannot proceed unless all applicable charges have been paid.

### 4. Bond

The Event Organiser may be required to provide Council with a bond prior to the Event. The amount of the bond will be determined by Council, in its absolute discretion. A bond is in addition to any other fees or charges payable in relation to the Event. If the Event Organiser breaches or fails to properly perform its obligations under these terms and conditions or any Special Conditions, the bond will be forfeited and Council may use the bond to cover any costs associated with the breach or failure, repair of any damage and/or additional cleaning required following the Event. If such costs are greater than the bond taken, Council will on charge the costs to the Event Organiser.

### 5. Licences

The Event Organiser must, at the Event Organiser's expense, obtain all licences, permits and consents that are required for the Event at least 20 Business Days prior to the Event Pack In Date. The Event Organiser will provide Council with copies of these documents upon request.

### 6. Cancellation

If the Event is cancelled by the Event Organiser, the Event Organiser must notify the Event Facilitator in writing as soon as possible. Council reserves the right to cancel the Event for any reason it sees fit, at any time, and without any prior notice.

### 7. Event Notification

When requested by Council, the Event Organiser will inform residents and businesses in the area affected by way of a letter at least 10 Business Days prior to the Event Pack In Date. The letter must be delivered by hand to the residents and businesses and must contain the following information:

- name and description of the Event;
- road closure details, parking restrictions and information about noise (if applicable);

- duration of the Event, including pack in and pack out;
- Event Organiser's name and contact details before and during the Event; and
- contact details of Council.

A draft version of the letter must be provided to the Event Facilitator, together with the area proposed to be affected, for approval prior to delivery of the letter.

### 8. Health and Safety

The Event Organiser must ensure, as far as is reasonably practicable, that the Site and the Event, including anything arising from the Site or the Event, are without risks to the health and safety of any persons. The Event Organiser must provide Council with a health and safety management plan specific to the Event at least 20 Business Days prior to the Event Pack In Date.

The Event Organiser must ensure, as far as is reasonably practicable, that the health and safety of any:

- workers involved in carrying out the Event;
- workers whose activities in carrying out work are influenced or directed by the Event Organiser; and
- other person;
- is not put at risk from carrying out the Event.

The Event Organiser must:

- keep a record of all deaths, injuries, illnesses and notifiable incidents which are required by law to be notified (Notifiable Event) to WorkSafe New Zealand for at least 5 years from the date on which notice of the relevant event is given to the public authority;
- as soon as possible after becoming aware that a Notifiable Event arising out of the Event has occurred, ensure that WorkSafe New Zealand is notified of the Notifiable Event; and
- as far as the site at which any Notifiable Event has occurred is under the Event Organiser's management or control, take all reasonable steps to ensure that the site where the Notifiable Event occurred is not disturbed until authorised by WorkSafe New Zealand.

Following any Notifiable Event the Event Organiser must:

- provide Council with a copy of any information or notice which the Event Organiser is required to provide or make to WorkSafe New Zealand relating to that Notifiable Event;
- provide Council with a report giving complete details, including results of investigations, into the cause of the Notifiable Event and any recommendations or strategies for prevention of any similar Notifiable Event in the future; and
- provide Council with such assistance as may be reasonably necessary to conduct a Notifiable Event, incident or accident investigation.

The Event Organiser must, so far as is reasonably practicable, engage with workers involved in carrying out the Event in relation to health and safety matters concerning the Site or the Event. The Event Organiser shall have procedures in place that provide reasonable opportunities for such workers to participate effectively in improving health and safety in respect of the Site and the Event on an ongoing basis.

The Event Organiser must, so far as is reasonably practicable, co-ordinate, consult and co-operate with all other duty-holders in relation to the Event, including Council.

### 9. Responsibility for Equipment

The Event Organiser must provide, place and remove all temporary structures, road markings, signs, cable ties, rubbish bins, toilets, equipment, props and any other equipment or devices associated with the Event. Removal of such equipment and structures must take place immediately after the Event. All equipment and structures used in relation to the Event must be in good, safe, working order.

### 10. Responsibility for Clean-up and Waste Minimisation

The Event Organiser must consider the waste implications of the Event and complete a waste minimisation questionnaire, in accordance with the Waste Management and Minimisation Bylaw 2012 at least 20 Business Days prior to the Event Pack In Date.

The Event Organiser must ensure that the Site and any surrounding areas are in a clean and tidy condition, including surrounding streets before, during and after the Event. The removal and disposal of all rubbish, recycling and organics must take place immediately after the Event to an appropriate facility. The Event Organiser agrees to pay for the cost of any repairs and additional cleaning required by the Council to re-instate the Site and surrounding areas to a clean and tidy condition. Such costs will be in addition to any other fees and charges.

## 11. No Damage to Property

The Event Organiser must ensure that the Site and all wildlife, stock, vegetation, furniture, fences, bollards, buildings and other facilities on the Site are not damaged or unduly disturbed at any time before, during or after the Event.

## 12. Beach and Coastal Areas

If the Event is being held on or near a beach or coastal area, the Event Organiser must ensure that:

- only formal Council beach access ways are used;
- coastal plants are not trampled or damaged in any way ; and
- people stay out of formally roped off areas to prevent damage to vegetation and erosion of dunes.

The Event Organiser must monitor compliance with the above requirements and protect the dunes at all times from adverse effects of the Event.

## 13. No Fixtures

The Event Organiser must ensure that nothing is fixed, hung or otherwise attached to any features of the Site (e.g. trees, signs, furniture, rotundas, lamp posts) without the prior written consent of Council.

## 14. Road Closures and Public Notices

The Event Organiser must apply for any necessary road closure authorisations specified in the Application Form at least 40 Business Days prior to the Event Pack In Date. The costs of any public notices required to advertise road closures associated with the Event will be met by the Event Organiser.

## 15. Traffic Management Plan

The Event Organiser may be required to provide Council with a professional Traffic Management Plan ("TMP") drafted by an adequately qualified Site Traffic Management Supervisor ("STMS") at least 40 Business Days prior to the Event Pack In Date. The TMP must include:

- the location of all relevant structures, equipment, facilities, assembly areas, Event or filming areas and other facilities, including (without limitation) signs, cones, marshals, vehicles, parking restrictions, road closure details;
- access for the mobility impaired, emergency vehicles and to public transport; and
- the number and location of qualified STMS, qualified Traffic Controller ("TC") and fully briefed marshals that will be active within the TMP.

Council and the NZ Police may require further details to be included in the TMP. The Event Organiser must provide further details as soon as practicable after any such request prior to the Event Pack In Date.

## 16. Noise

The Event Organiser must comply with the permitted noise levels as set out in the temporary activity provisions in the Tauranga City Plan. Records of monitoring undertaken to determine compliance with these noise levels must be kept by the Event Organiser and provided to Council upon request. The Event Organiser must provide Council with the contact details of the person representing the Event Organiser who will be on site during the Event and who will have the authority to reduce noise levels being generated at the Event, if required by Council.

## 17. Event Information

The Event Organiser must provide additional information to Council upon request.

## 18. Compliance with Legislation

The Event Organiser must ensure that the Event complies with the Tauranga City Plan and all applicable legislation, bylaws and policies and that its Personnel comply with the same and do not do or omit to do anything that may cause the Event Organiser to be in breach of its obligations under these terms and conditions or any Special Conditions. In addition, the Event Organiser must take all reasonable steps to ensure that all participants in the Event comply with such legislation, bylaws and policies.

## 19. Compliance with Directions

The Event Organiser must ensure that all Personnel and Event participants comply immediately with any instructions or directions issued by NZ Police or Council representatives in the execution of their duties.

## 20. Site Plan

The Event Organiser must provide a detailed plan of the Site/s, including details of all equipment associated with the Event, to Council at least 20 Business Days prior to the Event Pack In Date.

## 21. Underground Services

The Event Organiser is responsible for identifying all underground services prior to erecting structures, tents etc. The Event Organiser must meet any costs associated with the repair of any services damaged.

## 22. Documentation

The Event Organiser must ensure that a final version of the Event planning documentation is held on the Site for the duration of the pack in, Event and pack out, including, but not limited to the Council approval, health and safety documentation, key event contact persons and their contact details, and the site plan.

## 23. Event Changes

Any proposed change to the nature or timing of the Event, as set out in the Application Form, must be approved by Council, in its absolute discretion.

## 24. Signage

All signage relating to the Event must comply with the Tauranga City Plan and all applicable bylaws, policies and Reserve Management Plans.

## 25. On Water or Below High Tide Line

The Event Organiser must obtain written approval from the Bay of Plenty Regional Council for any water activities or use of land below the high tide line that form part of the Event.

## 26. McLarens Falls Park

If the Site is located in McLarens Falls Park, the Event Organiser must also comply with the Western Bay of Plenty District Plan and all applicable Western Bay of Plenty bylaws, policies and procedures.

## 27. Insurance

The Event Organiser must maintain and keep in force for the duration of the pack in, Event and pack out, adequate public liability insurance cover (minimum policy limit of \$1 million) with a reputable insurer. The Event Organiser must provide Council with proof of such public liability cover, including details of the insurer, any relevant exclusions and the amount of cover, at least 20 Business Days prior to the Event Pack In Date.

## 28. Indemnity

The Event Organiser indemnifies the Council in respect of all costs (including legal costs), claims, liabilities, losses, damage and expenses suffered or incurred by the Council and any other person claiming through the Council as a direct or indirect consequence of any unlawful, negligent, tortious, criminal, reckless or dishonest acts or omissions of the Event Organiser in the performance of the Event. To the extent permitted by law, in no event shall the Council nor its employees be liable for any damage, loss or personal injury arising whatsoever including direct, indirect, consequential, financial or special damages.

## 29. Special Conditions

The Event Organiser agrees to comply with any Special Conditions applicable to the Event. Where there is an inconsistency between these general terms and conditions and any Special Conditions, the Special Conditions will prevail to the extent of the inconsistency.

## 30. Breach of Conditions

The Event Organiser acknowledges that a breach of any of these terms and conditions or Special Conditions, may result in:

- forfeit of all or part of the bond (if any);
- closure of the Event;
- refusal to accept future bookings from the Event Organiser; and/or
- the Event Organiser being liable for any extra costs incurred.

## 31. Disputes

In the event of any dispute arising as to the meaning of any of these terms and conditions, or between the Event Organiser and the Council, the parties will use their best endeavours to resolve the dispute. A party must notify the other if it considers a matter is in dispute and the parties' senior managers will attempt to resolve the dispute through direct negotiation. If the dispute is not resolved within 10 Business Days of notification, the parties will refer the dispute to mediation or some other form of alternative dispute resolution. Each party will pay its own costs of mediation or alternative dispute resolution.

## 32. No waiver

No waiver or any breach, or failure to enforce any provision of these terms and conditions at any time by Council will in any way effect, limit or waive Council's right to enforce and compel strict compliance with the provisions of these terms and conditions.

## 12. Declaration

I declare on behalf of the Event Organiser that:

- ☐ The information provided with this Application Form is true and correct and not misleading in any material respect according to the best of my knowledge;
- ☐ I have read, understood and agree to be bound by Tauranga City Council General Terms and Conditions;
- ☐ I agree to abide by any additional conditions, which the Tauranga City Council may advise of in the exercise of its grant of approval of the Event;
- ☐ I confirm that I am the authorised signatory for the Event Organiser

Full name:

Title/position:

Date:

Signature:

Please print and sign the form; scan the form and submit the full document to [eventbookings@tauranga.govt.nz](mailto:eventbookings@tauranga.govt.nz)