

Event licence terms and conditions

General event licence conditions

1. Event licence applicants must be over 18 years of age and have permission to act on behalf of the event owner.
2. The event owner must have obtained the appropriate landowner's consent in writing or hold a booking confirmation to operate the event in the location listed in the licence approval letter
3. The event owner indemnifies Council from and against all actions, claims, costs, losses, expenses or damages suffered or incurred by the Council (including legal defence or settlement costs) arising out of or in connection with any loss, loss of use, or damage to any property; or personal injury, death or illness to any person resulting from, by reason of or as a consequence of staging this event; or any breach of these conditions. Your liability to indemnify Council will be reduced proportionately to the extent that a wrongful or negligent act or omission of Council or its employees, agents or contractors contributed to the injury, damage or loss.
4. The actions of your organisation, contractors, market stalls or displays must not bring Council into disrepute.
5. The event owner is responsible for all actions of sub-contractors/third party suppliers (e.g. market stalls, displays, food vendors, performers, amusement providers).
This includes:
 - a) ensuring all suppliers and contractors have the appropriate certifications and hold a minimum \$20million Public Liability Insurance.
 - b) collecting relevant paperwork for your records, including PLI, risk assessment, SafeWork NSW registration certificates, working with children checks.
6. Event owners are responsible for ensuring all food and drink vendors confirmed to attend the event will notify Council of their activity by applying for a [Temporary food event notification](#). Event owners should request proof of this from stallholders prior to the event.
7. Event owners must make every effort to minimise and limit the impact of the event on residents or business premises (includes noise, traffic, waste) located within the surrounding areas.
8. The event owner agrees by accepting this licence that they will adhere to any NSW Government Public Health Orders in place at the time of the event
9. Some bookable sites are alcohol free zones and Council regulations must be observed in these locations.
10. The event owner is to retain Event Approval Letter and have a hard copy on hand on the day of their event for proof to LMCC staff and other park users if necessary
11. The event owner is responsible for the collection and return of keys on the first business day after the event or as otherwise arranged. If keys are not returned a fee is applicable.

12. The event owner and staff must act upon any direction given by an officer of Council (for example, grounds maintenance staff, Rangers, Beach lifeguards) or a member of the NSW Police Force.
13. Additional fees may apply for additional waste/recycling facilities, amenities cleaning, amusement ride inspection, food vendor inspection for high risk events, post-event clean up, and other Council services.

Council land hire specific licence conditions

Supervision and management

1. The event owner must take all possible and reasonable steps to reduce the impact of the event on the hired area, especially parks grounds and vegetation which are at high risk of damage.
2. The event owner must be onsite at all times during bump in and out to manage contractors and ensure they are adhering to safety and compliance requirements
3. LMCC will be monitoring the conditions of the grounds in the lead up to, and over the course of your event. If the conditions of the grounds require you to amend your site plan to minimise impact on the grounds, all reasonable directions must be followed.
4. LMCC vegetation staff (or beach lifeguards for beach events) may be on site over the course of the event to provide direction relating to use of the site and facilities. LMCC staff direction must be followed at all times, and appropriate direction given to all event staff and operators as necessary to ensure minimal impact to the site, facilities, and other public users.

Vehicle access and movement

1. All gates must be supervised while open during bump in and out to ensure only approved event vehicles enter, and to ensure all vehicles follow direction regarding driving route, speed and hazard lights.
2. Access gates must be closed and secured once bump in is complete to ensure no vehicles are able to enter the site during the event times.
3. Vehicle access and parking on reserves and beaches is not permitted without appropriate approval. If approval is granted, only necessary vehicles will be granted access for loading and unloading during bump in and bump out.
4. No vehicles are to remain on the event site or booked area throughout the event with the exception of food vans and associated cool rooms or similar.

If any vehicles need to remain onsite, they must not be moved during the event.
5. Where heavy vehicles are entering the event site, appropriate track matting and rollaway must be used to ensure there is minimal impact to the grounds as a result of vehicle movement.
6. Ensure irrigation and service boxes are not driven over. It is recommended that the event owner places traffic cones over these during bump in and out to ensure they are easily avoidable.

7. Vehicles driving on reserves for bump in/out must travel under 7km/hr and use hazard lights while driving.

All vehicles including forklifts are to be led by a spotter wearing a high-vision vest at all times to ensure high visibility to patrons sharing the park.

Waste and amenities

1. Event owners must independently supply waste and recycling bins, as detailed by the events team and these are to be removed at the completion of the event, as soon as possible.
2. Additional waste and recycling bins are to be placed within the hired park, and outside of the event footprint to service the additional waste requirements of attendees entering and exiting the event site.
3. Existing Council park bins are not to be moved or utilised for event purposes. You must provide enough bins to service your event. It is advised to locate event bins in front of park bins within the event space to avoid general park bins overfilling.
4. All waste is to be removed from the event site and around the perimeter by the end of the bump out time specified, including litter picking across the entire site and within amenities.
5. Council amenities must be left in a clean and tidy state during and after the event. It is recommended to hire cleaners to ensure this is done.
6. Event owners may be required to loan a Council key for toilet paper dispensers and restock these with their own purchased toilet paper refills throughout and after the event

Infrastructure

1. No pegging is permitted in any Lake Macquarie City parks and reserves. All structures including marquees, amusement devices, and temporary tents/gazebos must be weighted.
2. This regulation is in place due to underground irrigation and/or cabling which is at risk of damage if the ground is pierced.
3. Event personnel including all contractors are to wear high visibility vests while bumping in or out, particularly when erecting and moving large equipment and when event vehicles could be in motion at any time
4. You must not have any infrastructure in place outside of the approved booking hire times.
5. Structures such as marquees and tents must be self-supporting and not tied to trees, buildings, fences, or signs and weighted down.
6. All structures are to be located at least 3 metres from any boundary, path or cycleway. The one exception may be along The Promenade at Speers Point Park due to its width, if agreed and approved by LMCC staff prior.
7. All portable/temporary structures are to be erected to the manufacturer's specifications and in a safe manner so as not to cause inconvenience or injury to the general public. It is the responsibility of the event owner to be aware of the

wind rating of all event structures and monitor the weather to ensure this is adhered to for the safety of event patrons.

8. Ensure that any amusement device operator adheres to conditions set out in the [Local Approvals Policy](#) (sections 1.5.4, 2.6.4, 3.6.4) in regard to the installation and operation of amusement devices.
Any amusement device that falls outside of what the Local Approvals Policy defines as a "small amusement device" (max 14 revolutions per minute) is required to complete an [Application to operate an amusement device - Lake Macquarie City Council](#).

Public access and safety

1. Parks, Reserves, beaches and sportsgrounds are public areas and free public access to all areas by the public must be maintained (this includes barbecue and playground areas).

Booking an area does not give exclusive use of that area unless specifically agreed and approved by your booking officer. This will be clearly stated on your approval letter if exclusive use is permitted.

2. Council car park, amenities and other park facilities must remain accessible to the general public, with the exception of specific bookable spaces such as a stage, which will be listed separately on your booking location section on this approval letter.
3. Where possible, sections of the event should be cordoned off to avoid public access and safety during bump in/out, particularly where there are structures being built or vehicle movement. Public access through the park should still be maintained as much as possible.

The state of the park before and after the event

1. A site inspection with relevant LMCC staff may be required before and/or after the activity, or can be requested by the event owner.

Where a site inspection is mandatory, any perceived damage to the park grounds and infrastructure prior to the event is to be addressed and documented by the event owner via written and digital records including photos.

Any subsequent damage to the park grounds and infrastructure identified at the post event inspection (to be held at the conclusion of bump out at an agreed time) is to be addressed, noted and documented in both writing and digital form and will be attributed to the event.

2. The event owner is responsible for the collection and removal of all rubbish generated by the activity. All grounds, facilities and shelters are to be left in a clean and tidy condition. The hirer is required to supply their own cleaning materials and cleaning personnel.
3. All event equipment must be moved from the event site within the timeframe specified – within bump in/out times
4. Mowing of a park or reserve prior to your booking is not guaranteed. While Council does make every effort possible to make this happen when an area is booked, this can be affected by demand and weather, among other factors.

Damage to the park or assets

1. The event owner is responsible for the actions of, and damage caused by, any engaged contractors and stakeholders.
2. If damage occurs to any Council asset such as wheel ruts or damage to vegetation, consultation will take place between the event owner, Council and/or delegates to determine any remediation required and costs involved.
3. Any remediation required to the grounds and/or infrastructure at the event site will be documented at a post-event inspection (with or without the event owner present).
Any associated costs will be itemised and provided to the event owner. The event owner will be required to cover all remediation costs attributed to damage to the grounds and/or infrastructure as a result of their event.

Electricity boxes and Access gates

1. Electricity and water is not available at all sites. If requested, approval must be gained from the LMCC booking officer in advance of your event licence approval and intended usage paid prior to the event taking place.
2. All electricity and lights must be shut off at the end of hire. Failure to turn lights off will incur a fee of \$170.00 per light.
3. Electricity boxes shut and locked at the completion of your event and overnight for multi day events
4. All gates shut and locked during your event, at the completion of your event, and overnight for multi day events

Environmental sustainability licence conditions

1. Only biodegradable/compostable or reusable plates/bowls and utensils are to be used at your event
2. None of the following are to be used or sold at your event:
 - Plastic drinking straws
 - Single-use plastics (Refer to [EPAs NSW plastics ban](#))
 - Balloons (including from entertainers making balloon creations). [More information.](#)
 - Glitter (this includes as part of kids activities, face painting, hair stalls)
 - Confetti

All enquiries relating to these bans should be directed through the [EPA's contact page](#).

Beaches specific licence conditions

1. Any direction, information or instruction given by Lake Macquarie City Council Lifeguards and staff members must be adhered to.
2. All access points must be kept clear with priority given to lifeguards and emergency services.

3. Event must not interfere with the everyday operations of the lifeguards and public use of the beach.

Sports grounds / Morisset Showground specific licence conditions

1. Refer to the Facility Manager Booking Agreement for additional terms and conditions and fees associated with hiring the facility
2. Payment for land hire must be made directly to the Facility Manager
3. The event owner must book and liaise with the Facility Manager directly prior to the event, and must follow their direction in addition to the direction of the Events Officer managing your Event Licence.

Traffic management and parking specific licence conditions

1. Your event is assessed against the Guide to [Traffic and Transport Management for Special Events](#).

If your event is deemed by LMCC to require traffic management implementation, you are required to comply with the specific traffic management expectations outlined by LMCC in your Event Licence Approval Letter.
2. All traffic signs and devices must be installed in accordance with AS 1742.3 and the Roads and Maritime Services Traffic Control at Worksites Manual. Advertising on the VMS boards must be turned off at the completion of the event and the VMS boards removed from the road as soon as possible following the event.
3. LMCC has the right to reassess and change traffic management requirements after the licence approval has been issued, if deemed necessary or if requested by Police and/or Transport for NSW. This decision could be made due to a significant increase in expected attendance numbers or expected traffic changes within the proximity of the event.
4. Non-conformance of the Traffic Management requirements outlined in this letter will incur a non-compliance fee of \$275 (incl GST) for each individual breach.

Noise management specific conditions

All events on LMCC land must adhere to the NSW Environment Protection Authority (EPA) noise regulations.

Amplified sound must not occur before 8am or after 9pm.

Event Noise Limits at the nearest residences

At the surrounding residential locations (N, S, E, W) the maximum permissible noise levels are L_{max} criterion of 70 dB(A) or 75 dB (C) to minimise any adverse noise impacts.

If your event is deemed by LMCC to require a noise management plan, you are required to comply with the specific expectations outlined by LMCC in your Event Licence Approval Letter.

Should your event result in any public feedback relating to noise complaints, you are required to address any reasonable request immediately, and respond to any public feedback about your event.

Failure to comply with these requirements will result in an event licence non-compliance fee of \$275 (incl GST) for each individual breach.

Signage

Event advertising signs must comply with the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 Division 2, Subdivision II.

In summary the main restrictions are:

- a) No sign is to be erected on telegraph poles, traffic lights or trees or in places where they impede traffic and pedestrian visibility.
- b) Only 1 event sign or banner is permitted at the site of the event for up to 14 days prior to the event date to ensure compliance with the State Environmental Planning Policy 2008 – Temporary Event Signage.
- c) Signage can not be put on Council property or assets such as Council fencing, around reserves, signposts, road signs etc.

Failure to comply with these requirements will result in an event licence non-compliance fee of \$275 (incl GST) for each individual breach.

Payment conditions

Payment for hire

Payment for hire and electricity is required prior to the event taking place, or as indicated on the invoice.

Cancellations

In the event of poor weather conditions, a decision is to be made in conjunction with LMCC to avoid damage to Council assets.

If the event is postponed, the hire fees are carried over to the new booking.

If the event is cancelled at the sole discretion of the event owner with no postponement, once the event licence approval is complete, or within three weeks of the event, an administration fee of 50% of the booking will be charged.

Regulation of event licence conditions

If any of the following occurs during the event delivery – inclusive of bump in and bump out, the following will be charged to the event owner post the event.

Non-compliance / Breach of conditions

As per terms and conditions set out in the [LMCC Fees and Charges](#), non-compliance of event licence conditions will incur a fee of \$275.00 (including GST) per individual breach. For example, failure to leave the hired park in suitable condition along with a breach of noise management conditions would result in a fee of \$550.00 (including GST) issued.

Council callout

If Council staff are required to attend your event site for any reason, an hourly rate of \$107 (including GST) will be charged as outlined in [LMCC Fees and Charges](#).

Damage to a Council asset

If damage occurs to any Council asset, it must be photographed and emailed to events@lakemac.nsw.gov.au. After which time, consultation will take place between Council and the event owner to determine any remediation required and costs involved.

If the damage is not reported as outlined above, a non-compliance fee will also apply in addition to the remediation costs.

Remediation fees

Remediation costs are variable and quoted based on the staff time and resources required for the repairs.

Any remediation required to the grounds and/or infrastructure at the event site will be documented at a post-event inspection (with or without the event owner present).

Any associated costs will be itemised and provided to the event owner. The event owner will be required to cover all remediation costs attributed to damage to the grounds and/or infrastructure as a result of their event.

Failure to turn off lights

All lights and electricity are to be switched off at the end of hire. Failure to turn the lights off will incur a fee of \$170.00.

Overstaying booking period

Failure to remove event infrastructure, with the exception of waste bins left in the allocated area, will result in the additional hire fees for the time period the infrastructure remains in place. Any costs incurred by Council for the removal of event infrastructure will be charged to the event owner.