

**General – applies to all events**

1. Individuals are not permitted to fundraise for any given purpose unless authorised and coordinated by a registered charity or not for profit organisation under approval from Cairns Regional Council.
2. State Law - Please note that it is an offence to consume alcohol in a public place without the relevant licences.
3. Driving and parking is strictly prohibited on all grass areas, athletics track and other designated non parking areas as signed, unless written permission has been obtained from the Barlow Park Office or by Council Regulated Parking. The Spence Street building access ramp is restricted to a maximum 3 tonne gross vehicle with a 2 tonne maximum axle load. A maximum of one vehicle is permitted at any one time
4. Cairns Regional Council reserves the right to photograph and/or video the hirer's use of the venue during the period of hire unless specifically asked not to do so.
5. Nothing in this licence allows the licence holder any right to use any intellectual property for any purpose.
6. Cairns Regional Council accepts no liability to damage, misplacement or loss of any equipment, props etc. stored at its facility by the hirer or contractor. Security of equipment is at the hirer's expense.
7. Barlow Park has conditions of use that prevent harmful and highly mobile waste items entering the local environment. The following single-use plastics are prohibited at Barlow Park:
  - Balloons
  - Plastic bags
  - Plastic straws/plates/bowls/knives/forks and spoons
  - Styrofoam food and drink containers

Biodegradable alternatives to these products are acceptable and are available locally.

**The Permit holder is required to:**

8. Restrict the use or activity authorised under the licence to the specified days and times.
9. Comply with and ensure any other persons under its direction or control, comply with all rules and instructions generated by Barlow Park Operations & Events Supervisor or other delegated Council officer.
10. The Permit holder is to ensure that students / children are supervised during the event. This includes all competing and non-competing students / children.
11. Ensure that the use or activity authorised under the licence does not cause a nuisance. Specific measures include:
  - The licence holder is required to ensure that the noise levels produced 3m immediately in front of speaker systems does not exceed 100dB at times before 7:00pm, and/or 110dB at times between 7:00pm and 10:00pm so that the use or activity authorised under the licence does not cause a nuisance. For concerts, regular sound readings will need to be recorded and provided to management.
  - The licence holder is to ensure that the use of profanity or obscenities over amplified systems is restricted to ensure that offence is not caused to public areas adjoining the performance facility.

Failure to comply with the above requirements may result in forfeiture of bond.

12. Protect the safety of persons who may be involved in or affected by the use or activity authorised under the licence.
13. Ensure all electrical equipment, leads and appliances brought in by the hirer or contractor display a current electrical certified test and tag sticker.
14. Ensure the proper maintenance of equipment and facilities: where Council incurs costs or expenses in rectifying any damage caused or contributed to by the licence holder or by the conduct of the approved activity, the license holder will pay the amount of those costs or expenses to the Council. If necessary, these costs will be deducted from the bond.
15. Remove any rubbish created by the use or activity, and to ensure that the area used is kept in the same condition as before the use or activity commenced. In the event that hirer does not adhere to this condition, bond will be withheld until either the facility is returned to the original state or cleaning charges may be incurred and deducted from the bond.

16. The Permit holder will be responsible for the cleaning of the facility during or upon conclusion of their event. This includes the kitchen, grandstand and surrounding areas utilised by the Permit holder. If the facility is not cleaned to an acceptable standard, bond will be withheld until either the facility is returned to the original state or cleaning charges may be incurred and deducted from the bond.
17. When food is being sold / given to the public, the hirer must ensure that they have the appropriate licence and must be able to produce this licence when requested.
18. Any costs related to the removal of graffiti or repair to property will be borne by the Permit holder.

#### **Athletics**

19. Non-marking flat-soled shoes only are allowed on the track surface, except for authorised athletic spikes.
20. Spike lengths must not exceed 7mm on the track surface (including crossing the track) and 9mm within designated areas of the track (with the approval of the Operations and Events Officer or other Council officer).
21. Only equipment authorised by the Operations and Events Officer or other Council officer is to be used on the track surface (including starting blocks).
22. No drinks (except pure water) and foodstuffs or other foreign material are allowed within the fenced track area.
23. Smoking is not permitted
24. Any incidents should be reported to the Operations and Events Officer or other Council officer immediately.

#### **Events with alcohol**

25. The licence holder is required to ensure that the appropriate number of licensed security personnel are on hand at all times to oversee the approved activity. Licensed Security is to ensure that no alcohol leaves the designated licensed area and no alcohol or uninvited guests enter the area.
26. The licence holder is required to obtain any other necessary approval, lease, licence or permit under any other local law, Act or Regulations. Including but not limited to Liquor licences should the sale of alcohol be involved.
27. All bar staff are to be RSA trained and accredited
28. "No Alcohol Beyond this Point" signage is to be secured to all entry / exit points.
29. A person must not, bring glass or items made from glass, or have in possession glass. (Special approval for glassware may be granted in the case of formal sit-down dining events with full table service and waiter drinks service to tables. Should special approval be sought it will be a condition of licence that a). Clearing tables of empty bottles and used glasses must be continuous and b). That any breakages must be cleaned up immediately and are to be marked with spot marking paint for inspection at end of licence period.)
30. As per clause 29. Council requires that the following scale be used for determining suitable numbers of public amenities for events that have alcohol:

Patrons	Males			Females	
	WC	Urinals	Hand Basins	WC	Hand Basins
500 – 1,000	5	10	4	16	4
1,000 – 2,000	9	15	7	18	7
2,000 – 3,000	10	20	14	22	14
3,000 – 5,000	12	30	20	40	20

31. The figure above may be reduced for shorter duration events as follows:

8 hours +	6 – 8 hours	4 – 6 hours	Less than 4 hours
100%	80%	75%	70%

32. The licence holder is required to ensure that contracted security officers actively monitor the usage of provided public amenities. Any persons found to be urinating in public areas are to be evicted from the venue immediately

#### **Large scale events (4000+ people)**

33. The licence holder must demonstrate appropriate planning to meet all conditions of approval by submission of an overall event management plan at least ten days prior to the event.
34. Large scale events/concerts etc. are required to conclude by 10.00pm. Approval beyond this time is only via full Council Resolution.
35. The licence holder will be required to undertake a site Inspection with a Council representative prior to the event to ensure a thorough knowledge of the site including irrigation, power, water and safety procedures. The licence holder is responsible for arranging this inspection with the venue.

36. Council requests that the licence holder notify all accommodation houses and business surrounding the area of the planned event to ensure that the use or activity authorised under the licence does not cause a nuisance.
37. The licence holder is required to liaise with Black and White Taxis and Sun bus in relation to the event planning as early as possible in the planning process. Where necessary, specific traffic control measures are to be used to allow for priority movement of Taxis.

#### **Public Liability Insurance**

38. The Licence holder must provide to Council a certificate of currency for public liability insurance with the Council as a noted party in the amount of \$20,000,000.00 per any one claim or such sum as determined by the Council from time to time and otherwise in a form satisfactory to Council.
39. The Licence holder must ensure that the public liability insurance policy covers claims which may arise against the Council or the Operator for personal injury and property damage resulting from the conduct of the Event.

#### **Political activities on Council lands:**

40. Prior approval under Local Laws must be obtained
41. The event must not involve any campaigning or political advertising
42. No political banners, advertising hoardings, speeches, distributing political materials, or like activities are Permitted
43. The activity would need to look to the general public, to all intents and purposes, like any other group holding a function at the site.

#### **Cancellations**

44. Cancellation of the event:
  - a). If required, the event organiser may cancel the event:
    - I. Upon notifying the Barlow Park Venue Support Officer within seven (7) days; or
    - II. If weather conditions prevent the event taking place.
  - b) Council reserves the right to cancel or re-locate, if applicable, the event, if weather or facility conditions require this. The Barlow Park Venue Support Officer will involve the customer with this decision if it is to occur.
  - c) If an event is cancelled in accordance with clause 44. a) or 44. b) above then no venue hire fee will be payable.
45. For all other cancellations, Venue Hire fees will be returned on cancellation with the following deductions:
  - Events involving greater than 500 people cancelled more than two calendar months prior to booking date: 10% of the venue hire fees are to be paid as a cancellation fee (excluding bump in and bump out fees).
  - Events involving greater than 500 people cancelled more than one but less than two calendar months prior to booking date: 20% of the venue hire fees are to be paid as cancellation fee (excluding bump in and bump out fees).
  - Events involving greater than 500 people cancelled less than one calendar month prior to booking date: 50% of venue hire fees to be paid as cancellation fee (excluding bump in and bump out fees).
  - Events involving less than 500 people cancelled less than two weeks prior to booking date: 20% of the venue hire fees are to be paid as a cancellation fee (excluding bump in and bump out fees).
  - Events involving less than 500 people cancelled less than 48 hours prior to booking date: 50% of the venue hire fees are to be paid as a cancellation fee (excluding bump in and bump out fees).

#### **Ticket sales**

1. Unless otherwise expressly authorised by Cairns Regional Council:
  - The sale, printing and distribution of tickets to the Event will be conducted by, or under the supervision and control of, Cairns Regional Council, at the election of Cairns Regional Council; and
  - The receipts derived from the sale of all tickets will be paid directly to Cairns Regional Council.
  - Cairns Regional Council will retain in trust receipts derived from the sale of all tickets until the conclusion of the Event, or until the conclusion of a single performance within the Event to which the receipts pertain (whichever occurs first), to ensure funds are available for any customer refunds required pursuant to the terms and conditions of sale.
  - Cairns Regional Council will retain in trust receipts derived from the sale of all tickets until you have paid all sums owing to Cairns Regional Council whether under this Agreement or otherwise.
  - You authorise Cairns Regional Council to deduct any amount payable by you to Cairns Regional Council whether under this Agreement or otherwise from the amounts collected by Cairns Regional Council and which would otherwise be payable by Cairns Regional Council to you.