

PERMIT FOR THE USE OF RESERVES ADMINISTERED BY THE QUEENSTOWN LAKES DISTRICT COUNCIL ("COUNCIL")

SCHEDULE 1 – APPLICATION DETAILS

Submission date

EVENT DETAILS

Type

Description

CONTACT INFORMATION

Contact for Council

Applicant

Address

Contact person details

Alternative contact person



PERMITTED AREA DETAILS

Reserve [The reserve known as or address]

Part of reserve [Include a map of area, please attach separately]

Number of persons using permitted area

[Must include all persons using the permitted area and role. I.e.: celebrant, guests, photographer etc.]

Event start date and time (incl. setup) [Within 2 hour timeframe]

Event finish date and time (incl. pack down) [Within 2 hour timeframe]

Use of facilities [Will any public toilets or other public facilities need to be used?]

FEES

Fee

Bond amount

SPECIAL CONDITIONS – NOT LIMITED TO:

- » Refer to Section 2 Guidelines/Protocol.
- » No vehicles to be driven or parked on the reserve.
- » No Smoking on reserves.
- » No damage to any grounds or vegetation.
- » Any damage to the reserve must be reported to the Venues Team within 24hrs of use.
- » No glass is to be used in the Reserve.
- » Public access to and through the site is not to be hindered.
- » The public have the right to enjoy the area free of interference or harassment.



SCHEDULE 2 - RULES AND CONDITIONS

1. **Reserves Act 1977:** This permit is granted in accordance with section 54(1)(d) of the Reserves Act 1977 [or section 56(1)(b) in the case of a scenic reserve] and is subject to the restrictions set out in that Act (including but not limited to the provisions in Schedule 1).
2. **No Transfer:** This permit is not transferable and must be produced on demand. Proof of identity may be required of the Applicant producing the Permit.
3. **Permitted Area:** The Applicant shall only be entitled to use the Permitted Area and shall not be permitted to use any other part of the Reserve,
4. **Use:** The Applicant's use of the Permitted Area shall be restricted to the specific details in Schedule 1. The Applicant shall immediately inform the Property Manager of any proposed change to the details recorded at Schedule 1. Council retains the right to cancel this Permit should the notified changes result in substantial alteration to the details (in the opinion of the Council).
5. **Water based activities:** This Permit does not allow the Applicant to carry out any water based activities from the Permitted Area unless specifically stated and also approved by Council and the Harbourmaster.
6. **Fires:** The Applicant must not light any fires or carry out any other activity which could be considered a fire risk on the Permitted Area or the Reserve.
7. **Property Manager:** The Applicant shall discuss its use of the Permitted Area with the Property Manager before accessing the Permitted Area. A site visit may be requested by the Property Manager.
8. **Barriers:** Where the Property Manager deems it necessary, the Applicant shall provide all barriers, fencing, and the like (which shall be free-standing) necessary for cordoning off the Permitted Area.
9. **Structures:** Where expressly agreed under this permit, the applicant may erect a tent or marquee provided it is appropriately weighted down with sandbags or similar securing methods that do not require penetration into the land. Should pegs, stakes (or similar) be required be required to affix the structure, it is the responsibility of the applicant to diligently check for underlying service infrastructure before it is erected. The applicant shall also be responsible for any repairs required as a consequence of any damage to either the reserve or the underlying service infrastructure.
10. **Nuisance:** The Applicant shall not create any nuisance from its activities on the Permitted Area and shall immediately cease any activity which could be considered a nuisance (in the opinion of the Council) upon request by the Property Manager. The Applicant shall not bring the reputation of the Council into question as a result of its activities on the Permitted Area.
11. **Noise:** The Applicant shall comply with the decibel levels set out in the Queenstown Lakes District Council District Plan. If noise complaints are received then noise levels shall be reduced.
12. **Directions:** The Applicant shall comply with all reasonable instructions given by the Council or the Property Manager at any time.
13. **Rubbish:** The Applicant shall collect and dispose of all rubbish and litter resulting from the use of the Permitted Area. If the Applicant fails to collect and dispose of all rubbish and litter by the expiry of this Permit then the Council shall be entitled to have the rubbish and litter removed and the cost of removal is to be borne by the Applicant, either by deduction from the Applicant's credit card (up to a maximum of the Bond Amount) or payment direct from the Applicant.
14. **Damage:** The Applicant shall be responsible for any damage done to the Permitted Area, the Reserve and any associated structures, such as BBQ, toilet blocks, trees, shrubs, turf, play equipment, seating, picnic tables and flower beds. The Applicant shall be responsible for completing all repairs at its cost required to the Permitted Area, the Reserve and the structures within two days of being advised of those repairs by the Property Manager.
15. **Failure to repair:** If, after two days of being advised of the repairs, the damage is not repaired to the satisfaction of the Property Manager and no acceptable reason for the delay in effecting such repairs is given by the Applicant, the Property Manager will arrange for repairs to be carried out at the expense of the Applicant and the Council may deduct from the Applicant's credit card all costs incurred to cover those repairs up to a maximum of the Bond Amount.
16. **Health and Safety:** The Applicant shall ensure that all persons present at the Location during the term of this Permit comply with The Code of Practice for Safety and Health in the NZ Film and Video Production Industry and the Code of Practice for the Engagement of Crew as outlined in the Blue Book, and the Health and Safety at Work Act 2015 (HSWA) or any legislation passed in substitution of that Act. The Council considers the Applicant to be in control of the Location during the term of this Permit and the Applicant shall take all practical steps to prevent any harm occurring. The Applicant is responsible for the safety of all users of the Location during the term of this Permit. An audit may be carried out by Council at any time during the term of this Permit to ensure compliance with the HSWA.
 - (a) Notify the Council of any situation, occurrence, activity or event at the site, which may endanger the health and safety of occupants, workers or the public;
 - (b) Take all reasonably practicable steps to eliminate, or if not possible, minimise any risks/hazards, and to manage risks/hazards and protect the health and safety of all persons present at the site; and
 - (c) Record and report to the Council all notifiable events occurring on, or resulting from, the workplace, as soon as reasonably practicable and forward an investigation report with subsequent corrective actions identified.
17. **Hazards:** Hazards may be present at the Permitted Area or the Reserve or may arise as a result of the Applicant's activities on the Permitted Area. The Applicant shall, prior to entering the Permitted Area, identify and notify the Property Manager of all hazards identified and the procedures to be put in place by the Applicant to prevent/isolate such hazards. Where accidents, incidents or near misses occur on the Permitted Area or the Reserve the Applicant will immediately notify the Property Manager and advise the procedures that are being put in place to prevent further similar events.
18. **Public:** The Applicant shall ensure that public access to the Reserve outside of the Permitted Area is maintained.
19. **Consents:** This permit is not a consent under any other statute, regulation or bylaw affecting the Reserve or its use, and the Applicant shall prior to using this Permit obtain all necessary consents, licences and other permits necessary to allow it to use the Permitted Area for the purposes stated herein. In the event that the Applicant fails to hold such valid consent, licence or permit, then the operation of this Permit shall be suspended until such time as the Applicant holds such valid consent, licence or permit and the Applicant will vacate the Permitted Area during such suspension.
20. **Insurance:** The Applicant shall obtain Public Liability (inclusive of exemplary and pecuniary damages) in the sum of \$2,000,000.00 for any one accident whereby the Council shall be indemnified against all actions, suits, claims, demands, proceedings, losses, damages, compensatory sums of money, costs, charges and expenses for which the Council shall or may be liable. A copy of this policy shall be provided and approved by Council prior to this Permit being approved by Council.
21. **Indemnity:** The Applicant shall keep the Council indemnified against all claims, actions, losses, and expenses of any nature which the Council may suffer or incur or for which the Council may become liable in respect of:

The negligent or careless use or misuse by the Applicant or persons under the control of the Applicant of the Permitted Area or the Reserve; any accident or damage to property or any person arising from any occurrence in or near the Permitted Area or the Reserve wholly or in part by reason of any act or omission by the Applicant or persons under the control of the Applicant; and anything otherwise arising directly or indirectly from the use of the Permitted Area by the Applicant.
22. **Risk:** Council shall have no liability whatsoever for the actions of the Applicant pursuant to the granting of this Permit and the Applicant acknowledges that the Applicant occupies the Permitted Area at its own risk in all things.
23. **Suspension:** If the Council is not satisfied that the Applicant is complying with its obligations under this Permit then it may temporarily suspend this Permit for such period of time until the Council decides that the Applicant is complying with its obligations. The Applicant shall cease all activities on the Permitted Area during any period of suspension.
24. **Restricted access:** If due to any fire, storm, earthquake, emergency or disaster, whether man-made or not, or for any other reason the Permitted Area is not available for use by the Applicant, the Council's liability under this Permit is limited to refunding the Fee to the Applicant.
25. **Regulatory function:** Nothing in this Permit shall be read as limiting or otherwise affecting the proper and valid undertaking or exercise of any regulatory or statutory power or function by the Council or any part of its operations.
26. **Right to deduct:** The Council shall be entitled to deduct from the Applicant's credit card any costs incurred in remedying any breach of the terms of this Permit and/or the provisions of the Reserves Act 1977 by the Applicant up to a maximum of the Bond Amount. This is without prejudice to the Council's right to exercise any other remedy available to it at law (including but not limited to the right to enforce penalties for offences committed under the Reserves Act 1977).
27. **No binding contract:** The Council shall not be obliged to grant this Permit until such time as:

It receives the fully completed and executed Permit from the Applicant; and the terms of the Permit are approved by Council (in its sole discretion).
28. **Bond Credit Card Authorisation Form:** If required by Council, The Applicant shall complete and sign the Bond Credit Card Authorisation Form annexed to this Permit prior to submitting this Permit to Council for approval. By entering into this Permit and the Bond Credit Card Authorisation Form, the Applicant expressly and irrevocably authorises Council to deduct all amounts payable by the Applicant, and all costs incurred by Council, under this Permit (including but not limited to those charges specified in conditions 13 and 14) from the Applicant's Credit Card, up to a maximum of the Bond Amount noted above.

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I have read all rules and conditions of this permit and agree to abide by them.

Signature of applicant [Permit not valid unless signed]

OFFICE USE ONLY

Approved on behalf of Council

Notes

