PLAZAS AND ROADS EVENT APPLICATION



Procedure for Application

- The following application is to be completed if you are organising an event to be held in a plaza or on a road within the City of Ryde Council LGA. Events to be held in a park, sports field or reserve require a <u>Parks Major</u> Event Booking Form.
- Please ensure that you read all conditions and requirements.
- Please ensure that you answer all questions in this application form.
- The declaration at the end of this application must be signed by the Organiser for this application to be considered.
- This form must be received at least 12 weeks prior to the proposed event date for this application to be considered.
- Council may set additional conditions other than those included in this form, depending on the information provided.
- If your application is approved, you will need to provide a completed Risk Assessment, Waste Management Plan, and Production Schedule prior to the event.
- If your event requires a road closure, Police approval, Traffic Control Plan and a Traffic Management plan will also be required.
- Event and Event Road closure notification letters must be submitted to council for approval prior to being sent to residents and local businesses.

How to lodge this form

Complete the following application form and forward it to:

Email events@ryde.nsw.gov.au

Post EVENTS City of Ryde,

Locked Bag 2069, North Ryde NSW 1670

All enquiries please telephone: 9952 8222

Allow 12 weeks from the date of application for an outcome on your application.

Fees and charges associated with this application

Application fee: \$0.00 *If application is approved:*

Commercial Event Permit: \$1120.00 Community Event Permit: \$282.00

If power access is required and approved:

Commercial Event Power access: \$120.00

Community Event Power access: \$0.00

If inspection of temporary food stalls is required: \$63.50 per food stall, payable by the Organiser

If the hire of bins is required:

Please refer to the Waste Service Application form for Functions & Events.

No Bond is required by default, however a Bond may be requested if Council deems that your event represents a high risk.

The Organiser will be required to provide a Certificate of Currency proving they are covered under a Public Liability Insurance policy to the value of \$20,000,000.

PART 1: CONTACT DETAILS

Contact name of Event Organiser

Organisation

ABN

Address

Suburb Postcode

Mobile Phone

Email

Personal information collected from you is held and used by Council under the provisions of the *Privacy and Personal Information Protection Act* 1998. The supply of information is voluntary, however if you cannot provide, or do not wish to provide the information sought, Council may be unable to process your request. Please note that the exchange of information between the public and Council, may be accessed by others and could be made publicly available under the *Government Information Public Access Act* 2009 (GIPA Act). If you require further information please contact Council's Customer Service Centre on 9952 8222.

PART 2: EVENT DETAILS

Name of event Site location **Event date** Booking start time (when set-up begins): am/pm Booking end time (when all event equipment will be removed from site after the event): am/pm **Event start time** am/pm Event end time am/pm If your booking requires multiple dates, provide details here: Estimated attendance: Has the event been conducted previously? Yes No When was it last held? About the event (provide a description of the event, including the overall aims and objectives): PART 3: STRUCTURES AND ACCESS Do you propose to set up any tents, marquees or stalls? Yes, provide dimensions, number and No description of structures: Do you propose to erect any stages, scaffolding or view stands? Yes, provide dimensions, number and No description of structures: Who will be supplying this equipment? If vehicular access to the proposed event site is required, describe the nature/size/number of vehicles, number of vehicle movements and the purpose of access: All structures, all vehicle locations, and the vehicle access corridor must be shown on the site map. Have you attached a copy of your site map? No Yes

PART 4: ROAD CLOSURES

Do you require full or temporary closure of a cycle path? Yes, please provide details No Do you require full or temporary closure of a road? Yes, please complete the below. No, got to PART 5 Name of road Suburb Section of road from Section of road to Date of road closure What time will the road closure occur? Start time **End time** am/pm am/pm Explain why this road closure is required

Have you attached a copy of your Traffic Control Plan (TCP)?

Yes No

Have you attached a copy of Police Approval?

Yes No

Have you attached a copy of your Traffic Management Plan (TMP)?

Yes No

Please provide details of the certified Traffic Management Company.

Company name Licence Number

Will you be providing RMS Certified traffic controllers at your event?

Yes No

Have you organised any VMS boards to notify the community of the road closures? Yes No

Please attach a copy of the Traffic Management companies Public Liability insurance with this application. Please note: they must be covered for a minimum of \$20,000,000.

It is the responsibility of the organiser to ensure appropriate target hardening measures are adopted. The organiser must provide barricades and prepare an event layout that mitigates the risk of hostile vehicles entering the event site to ensure the protection of event attendees.

Approval Process for Road Closures

- Prior to submitting this application the Organiser must provide written notification to local residents and businesses that may be affected by the closure and allow them 14 days to voice their concerns. Council must approve the consultation letter prior to sending to residents and business.
- Councils Roads and Traffic team will then review this application alongside the TCP and TMP. If supported they will submit notice to the Roads and Maritime Services (RMS) for approval or comment.
- Council will prepare a report for the next available Traffic Technical Advisory Committee (TTCA) meeting.
- Once the TTCA have approved the road closure proposal it will be taken to the next Council Meeting. If final approval is given, the organiser will receive a permit detailing conditions of the approval.
- Please note the organiser may be requested to provide further information throughout the approval process and relevant bodies may impose further conditions of the approval at any time.

IMPORTANT

Due to the length of the approval process Council advises applicants submit road closure applications a minimum of 4 months prior to the proposed event.

(**Note:** State Road closure approval; should be obtained from the Transport Management Centre. They can be contacted on **(02)** 8202 2200).

PART 5: SALE OF FOOD AND DRINK AT THE EVENT

Do you propose to sell food or drink at your event?

Yes

No
Do you propose to engage food or drink stallholders to sell at your event?

Yes

No
Do you propose to give away food or drinks at your event?

Yes

No

Provide details of food / drink to be sold or given away.

If you are considering food activities at your event, ensure you refer to the <u>Guidelines for Food Businesses at Temporary Events</u>.

Will alcohol be sold or supplied?

If you plan to sell alcohol at your event, you will need to obtain the relevant Limited License from Liquor and Gaming NSW. It is the responsibility of the Organiser to obtain this license and to provide it to Council.

Yes

No

If your selected site is an alcohol-free zone, your proposal will need to be approved at a Council meeting before a permit can be provided. For further licensing information contact Liquor and Gaming NSW at www.liquorandgaming.nsw.gov.au

PART 6: PUBLIC ADDRESS (PA) SYSTEM AND PERFORMANCES

Will a public address system be used? Yes, provide details below No, proceed to PART 7

What time will the PA system be used? Start time am/pm End time am/pm

Will there be entertainment at the event? Yes No

Will there be live musical performances? Yes No

What type of performance/music/entertainers are proposed? (include times)

PART 7: AMENITIES & UTILITIES

Do you propose to bring additional toilet facilities to the site? Yes No

Outline the provision of toilet facilities at your event, including permanent and additional facilities.

Do you require access to Council's power supply? (where available)

Yes

No

Select the type of power required: 10 amp 3-phase

Detail the extent and purpose of your use of power:

PART 8: WASTE MANAGEMENT AND CLEANING

State what arrangements will be made to minimise waste at your event:			
Outline your post-event cleaning strategy to ensure the event site is clear of waste following the event:			
You will need to provide a Waste Management Plan prior to the event. If this has already been completed, include it with your application. City of Ryde Council events have a policy of banning single-use plastic products. Please consider this when planning your event. If your event requires additional waste and recycling bins, you will need to complete the Waste Application Form. Costs Apply.			
PART 9 : AMUSEMENT DEVICES			
Do you propose to have amusement devices / rides? Yes, provide details below No, proceed to PART 10			
Amusement / type of ride Supplier			
All amusement device locations must be shown on the site map.			
PART 10 : FIREWORKS			
Do you propose to have a fireworks display? Yes, provide details of the licensed pyrotechnician that will detonate the fireworks. No, proceed to PART 11			
Name			
Mobile Phone Other Phone			
You must provide Council with a copy of the Pyrotechnician's License as issued by SafeWork NSW.			
Fireworks display start time am/pm Fireworks display end time am/pm			
If approved, it will be the Organiser's responsibility to notify the neighbouring residents and advise the local fire service of the event.			
PART 11: SECURITY			
What measures will be in place to ensure the safety of patrons and equipment, and to monitor crowd control?			

If your booking is for longer than one day, you must detail your plans to keep equipment safe overnight. If approved, it will be the Organiser's responsibility to notify the local police of the event.

PART 12: EVENT CLASSIFICATION

Is the event a promotional activity for your organisation/business?

Yes

No

Do you plan to sell or give away products?

Yes

No

If yes, provide details of items for sale/give-away including sponsored products:

Are you charging participants an entry fee for this event?

Yes, indicate how much \$

No

Is your organisation a Not-for-profit organisation?

Yes No

Is your organisation a registered charity?

Yes No

If yes, please provide your Not for Profit or Charity Number

Do you propose to raise funds for a charity at this event?

Yes

No

If you are raising funds for a charity, Council must be provided with a letter from the charity, endorsing the event and confirming the agreed donation arrangement at least 4 weeks prior to the event.

PART 13: DEFINITIONS

Application means the "Plazas and Roads Event Application" submitted to the Council by the Organiser.

Approved Purpose means the purpose identified in the Permit.

Approved Time means the dates and times specified in the Permit.

Bond means either:

- cash; or
- an unconditional agreement issued by a bank or other body approved by Council to pay to Council the amount specified in the Permit.

Commercial means any business, political group or other organisation that does not meet the Community definition below. Please note that not-for-profit organisations that are not primarily based in the City of Ryde local government area are categorised as Commercial for the purposes of this application.

Community means a registered not-for-profit organisation primarily based within the City of Ryde local government area.

Council means the City of Ryde Council and includes, where the context allows, its employees and authorised agents.

Facilities means the facilities identified in the Permit.

Fee means the fee identified in the Permit.

Organiser means the Organiser specified in the Application and includes, where the context allows, the Organiser's employees, agents and invitees.

Permit means a letter issued by the Council to the Organiser approving an Application and specifying the terms and conditions of the approval.

TCP Traffic Control plans describe and show via detailed drawings the use of traffic control devices such as signs and barriers. Traffic Control Plans are risk management plans for traffic.

TMP Traffic Management plan is the plan that describes the entire traffic and transport management for the event.

PART 14: TERMS AND CONDITIONS

- 1. This agreement shall come into effect upon the Council providing a Permit to the Organiser.
- 2. The Organiser must use the Facilities only for the Approved Purpose and at the Approved Times.
- The Organiser must not (whether by act or omission)
 cause any damage to the Facilities or leave the Facilities
 in an untidy state. The Council may remedy a breach of
 this clause, the cost of which shall be a debt due from the
 Organiser to the Council.
- 4. The Organiser must not use the Facilities at any times that the Council, in its absolute discretion, determines that the Facilities are unfit for use or occupation.
- Where there is a debt due to the Council from the Organiser, the Council may, in its absolute discretion, call upon the Bond to satisfy the debt. In any such event, the Organiser must, as soon as practicable, replenish the Bond.
- 6. In accordance with section 5N of the Civil Liability Act 2002 (NSW), the Organiser uses the Facilities at its own risk.
- 7. The Organiser shall have in effect throughout the term of this agreement a policy of public liability insurance in a sum of \$20,000,000. If requested, the policy must note the interest of the Council and must be on terms acceptable to the Council. The Organiser must provide evidence of the currency of the requisite policy upon request by Council. Where the Organiser is in breach of any provision of this clause, the Council may affect its own public liability insurance policy to cover the Organiser's activities under this agreement, the cost of which shall be a debt due to the Council.
- 8. The Organiser must not do anything that will void or otherwise negatively affect the insurance policy obtained under clause 7 and must, as soon as is practicable, inform the Council in writing of any such voidance or negative effect
- The Organiser must promptly advise the Council of the occurrence of an incident that gives or may give rise to a claim under the policy and must keep the Council fully informed of subsequent action and developments concerning the claim.
- 10. The Organiser indemnifies the Council against any claim, demand, action, suit or proceeding that may be made or brought against the Council arising from the Organiser's use of the Facilities, except where the claim demand, action, suit or proceedings relates to the negligent act or omission of the Council.
- 11. The Organiser must comply with all applicable laws and Australian Standards at all times when using the Facilities.
- 12. The Organiser must, as soon as practicable, make good any damage caused (whether by act or omission) to the Facilities. The Council may remedy any breach of this clause, the cost of which shall be a debt due to the Council from the Organiser.
- 13. The Organiser must not assign its rights under this agreement without the prior written consent of the Council, which may be withheld at Council's discretion. Any consent given under this clause may be given conditionally.
- 14. The Organiser must not cause any nuisance to properties within the neighbourhood of the Facilities.
- 15. The Organiser must not supply or consume alcohol on the Facilities without the Council's written consent which consent may be withheld at Council's discretion and which may be given conditionally.

- 16. The Organiser must not drive any vehicle onto the Facilities unless there is provision for vehicles by way of roads and parking areas, unless approved by Council.
- 17. Where Facilities are being repaired/maintained by Council, the Organiser must, in its use of the Facilities comply with any lawful direction given by the Council.
- 18. The Organiser warrants that, prior to each use of the Facilities, the Organiser has either:

 a) assessed that the toilets, waste receptacles and related amenities provided at the Facilities are sufficient to serve the needs of the likely number of spectators that will attend the Organiser's event(s); or, if that is not the case
 b) obtained the Council's consent to the installation of any additional temporary Amenities to address any deficiency and, at its cost, installed the additional amenities in a proper and workmanlike manner and in accordance with any
- 19. Where clause 18(b) applies, the Organiser shall, as soon as possible after the relevant use of the Facilities, remove any temporary Amenities installed.

directions from Council and other industry standards.

- 20. The Organiser must remove any of its members from the Facilities where, in the opinion of the Council, the member misconducts themselves and Council directs their removal.
- 21. The Organiser must not copy any keys made available by the Council to the Organiser for the Facilities. Any keys provided to the Organiser must be returned to Council immediately following the completion of this Agreement.
- 22.A party may terminate this Agreement where the other party fails to pay any money due under this Agreement or commits a material breach of this Agreement. Without limiting the foregoing, a material breach is taken to have occurred where a party gives the other party notice to remedy a breach within a reasonable time and the other party fails to remedy the breach within that time; or
- 23. The Organiser's address for service of any notices under this Agreement shall be the address specified in the Application. Service shall be taken to have been affected in accordance with section 76 of the *Interpretation Act 1987*.
- 24. Sale of Food at the Event
 - a) All temporary food premises (stalls) are to comply with the NSW Food Authority Guidelines for Food Businesses at Temporary Events.
 - b) Details of the stall layout, construction equipment, facilities and power source to be used are to be submitted to Council with this application.
 - c) Any vans used for the preparation and sale of food should be constructed in accordance with Councils "Code for Food Stalls and Food Vans" as well as the above mentioned legislation.
 - d) Temporary food stalls may be inspected by Council's Environmental Health Officers, and in this case will need to be approved in order to operate at the event. The inspection fee of \$63.50 per food stall will be charged to the Organiser following the event.
- 25. Waste management
 - a) The Organiser is responsible for waste management of the event. Council does not provide waste services for private or commercial purposes.
 - b) All facilities, amenities and area must be left in a clean and tidy condition at the conclusion of the event devoid of all rubbish and debris. (A fee will be deducted from the bond held if this is not adhered to).

PART 14: TERMS AND CONDITIONS (CONTINUED)

26. Amenities

- a) It is the responsibility of the Organiser to open and close the Amenities and associated Facilities on the reserve.
- b) The cost and supply of portable Amenities is the responsibility of the Organiser.
- c) Portable toilets are not to be located within 20m of a storm water drain or watercourse.
- d) Portable Amenities must be located on level ground and secured.
- e) In the event of a spillage, the Organiser is responsible to contact the hiring company immediately to rectify the problem in accordance with the Protection of the Environmental Operations Act (1997).
- f) Hosing of waste material down storm water drains is not permissible.

27. Noise Management

a) Protection of the Environment Operations Act (1997) applies in relation to noise control. The Organiser must ensure noise caused by the event does not exceed reasonable levels or impact nearby residential or commercial properties, as determined by Council.

28. Power requirements

- a) All electrical installations shall comply with AS/NZS 3002:2008 - Electrical installations - Shows and carnivals.
- b) Double adapters and 3 pin adapters (piggyback) are NOT to be used.
- c) All electrical wiring must be arranged so as not to obstruct persons walking in the vicinity, and be located so they are not subject to mechanical damage, as required by AS/NZS 3002:2008, Page 17.
- d) All electrical equipment must be tested and tagged within 12 months of the event date, as per SafeWork NSW's Code of Practice: Managing Electrical Risks in the Workplace.
- e) All outdoor lighting to be switched off by 10.00pm.

29. Use of Facilities

- a) The Organiser is responsible for set up in such a way that it prevents damage to people or property by providing adequate precaution i.e. temporary netting or fencing.
- b) Any damage caused to persons or property will be the responsibility of the Organiser.
- c) All star pickets are to be capped and flagged bunting is the preferred method of connecting star pickets.

30. Amusement devices

- a) Each amusement device must be registered with SafeWork NSW as required under the Occupational Health and Safety Regulation 2001, Part 5.
- b) Documentation listed in AS 3533.2 must be made available to Council upon request. This includes the rides' SafeWork NSW registration certificate, maintenance log, and a public liability insurance certificate of currency with \$20,000,000 coverage.
- c) Copies of the above requirements should be submitted to Council by the Organiser no less than 14 days prior to the event.
- d) The ground or other surface on which devices are to be erected must be sufficiently firm to sustain the device while in operation and not dangerous because of its slope or irregularity or for any other reason.
- e) All structures being set up prior to the event are the Organiser's responsibility for security of equipment and safety to the public.
- 31. Scaffolding, viewing stands, judging stands, stages

- a) Stages and scaffolding must be erected by appropriately ticketed operators.
- b) Public Liability Cover of \$20,000,000 is required for any persons setting up structures and/or scaffolding.
- c) The Organiser is responsible for the security of equipment and the safe erection of structures to ensure public safety.
- d) The ground or other surface on which structures are to be erected must be sufficiently firm to sustain the device while in operation and not dangerous because of its slope or irregularity or for any other reason.
- e) All structures must be weighted appropriately.
- f). Any structures or equipment erected on a closed road must be removed in full prior to a road opening. Otherwise the organiser shall be required to provide suitable safety precautions such as traffic controllers, barricades, lights and signs to ensure public safety.

32. Fireworks

- a) A Pyrotechnician's Fireworks license must be obtained from SafeWork NSW, and provided to Council at least 6 weeks prior to the event.
- (b) Fireworks are not permitted to be used within 50 metres of dwellings.
- (c) The fireworks operator must have in effect on the day of the event a Public Liability Insurance policy with at least \$20,000,000 coverage; the Certificate of Currency for this policy must be presented to Council at least 6 weeks prior to the event.
- d) A copy of a Public Liability Policy (Certificate of Currency) with a minimum of \$20,000,000 indemnity, issued by an insurer carrying accident insurance company in NSW which indemnifies to an unclaimed extent or up to \$20,000,000 is required from the Fireworks Provider and submitted to the Organiser.
- f) Fireworks displays are not permitted during a total fire ban.
- h) All fireworks displays are to be completed no later than 9.30pm (unless authorised by Council).
- i) Copies of the above details are to be submitted to Council no later than fourteen days prior to the event taking place.

33. Advertising/displays

- a) Signs are not permitted unless authorised by Council.
- b) The maximum period of display for signage will be determined by Council.
- c) Signs must be removed immediately after the event.
- d) It is the organiser's responsibility to ensure signage is erected securely and safely.

34. Road and traffic closures:

- a) Organiser must provide a Traffic Management Plan and Traffic Control Plan prepared by a certified authority.
- b) Organiser must consult impacted parties prior to submission of this application.
- c) The proposed Event Road closure must be advertised in local press prior to event and the organiser shall pay for such adverting.
- d) Road barricades shall be obtained by the organiser and the organiser shall ensure they are manned and remain in place during the event to allow Emergency Vehicles in and out of the event site in the case of emergency.

35. Emergency Service notification:

The organiser must notify local emergency services of the proposed Major event. This icludes local Police, Fire services and Ambulance.

PART 15: DECLARATION

I declare that all information provided in this Application Form is accurate and complete.

I have attached all supporting documentation relevant to my application, including public liability insurance certificate of currency and a site map. I have also attached a copy of TCP + TMP (if applicable).

I have read and will comply with all terms and conditions detailed in this application and any additional conditions imposed by the City of Ryde in relation to this Application.

	imposed by the City of Ryde in relation to this Application.		
	I understand that this form is purely an application and use of the proposed area for an event is not permitted unless Council has first granted a Permit.		
Name (please print)			
Position (please print)			
Sig	nature	Date	