Marina Parklands Conditions of Use

For the purpose of these Conditions of Use, “Marina” is defined as the land described as Lot 210 on CP840069 together with such other parcels of land either adjacent to or in the vicinity of the said land which may from time to time be acquired or used by the Gladstone Ports Corporation for the purpose of the Marina and includes all buildings and other structures erected or to be erected thereon.

GPC means Gladstone Ports Corporation Limited.

1. Commercial Use

Gladstone Ports Corporation provides social infrastructure to the community through areas such as the Marina Parklands and Spinnaker Park. These areas are encouraged to be utilised as free community spaces, and as such, events attracting a commercial return may not be approved.

2. Behaviour

Event Organisers have an obligation to ensure all persons attending an event conduct themselves in an orderly manner and do not disrupt the peace and tranquility afforded to other Parkland users. Persons behaving in a manner that may damage the reputation of the Marina Parkland may be removed from the Parkland.

3. Barbecues/ Food

No open fires are permitted at any time. Gas fired barbecues are permitted provided they are not operated within three (3) metres of any foliage. Protective matting must be placed on the ground to prevent scorching of the grass and any residue such as fat or oil must be removed from the Parkland by the Event Organiser.

Where applicable the Event Organiser must obtain a Council Temporary Food Stall Permit from Gladstone City Council in accordance with the Food Hygiene Regulations, 1989. It is the responsibility of the Event Organiser to ascertain if an application is required

All stallholders are required to serve and sell in a safe manner in accordance with national food safety standards.

4. Bond

The Event Organiser is required to lodge a bond with the Corporate & Community Relations Department at least seven (7) days prior to the event, or immediately on application for events planned to occur in less than seven days from application. Failure to lodge the bond within that time frame will incur automatic cancellation of any application.

Should the Parks & Recreation Manager be of the opinion that the staging of the event has caused damage to the Parkland and/or the area has not been satisfactorily cleaned, the actual cost incurred for rectification shall be deducted from the bond monies. Failure to meet any of the conditions of use will result in the bond being forfeited.

Where the cost of rectifying the damage or cleaning the area is greater than the bond amount, the difference shall be a debt due by the Event Organiser and is payable on demand.

5. Special Conditions e.g. Risk Assessment

Additional special conditions may be imposed as part of your application approval. Event Organisers must comply with all special conditions that apply.

GPC reserves the right to revoke or modify approval at its discretion. In the case that the event is hindered by circumstances beyond our control. GPC will not be held liable for any costs incurred due to alterations or cancellations of your application.

6. Cleaning

The area used for the event must be kept clean and tidy at all times during the hire period and left in a clean and tidy condition and all litter generated from the event is to be removed from the Parkland. Significant events, as determined by GPC, will need to organize additional amenities and cleaning.

7. Confetti

No confetti, rice, streamers, or the like are permitted to be thrown, strewn or distributed in any manner within the Parkland or its precincts.

8. Lighting

The Parks & Recreation Manager must approve any special lighting requirements. Lighting must not interfere or create a hazard for vehicle traffic or marine traffic.

9. Temporary Structures

Freestanding marquees, tents and quick-shades are preferred. If marquees require the use of pegs, then the event organiser must contact the Parks & Recreation Manager not less than 7 days prior to the event for advices about the location of underground services. For any enclosed structure or tent, it may be a requirement that a false floor be installed. This will be at the sole discretion and determination of the Parks & Recreation Manager and approval must be obtained prior to erection. The structure is not to be left unattended at any time.

10. First Aid

Where the expected attendance at the event is 500 or more, first aid personnel must be provided.

11. Vehicles

Vehicles are **not** to enter Spinnaker Park or Marina Parklands, except on designated roads or in the car parks provided for public vehicle access. Vehicles may get authorized access only to plaza area by the Parks & Recreation Manager. If vehicle access is required to bump in/out equipment for your event, approval must be sought from the Parks & Recreation Manager. Any vehicle entering the Parkland shall observe the nominated speeds on public roadways. Any vehicle permitted to enter the parkland shall travel at no more that five (5) kph (walking speed), shall give way to all pedestrians and shall operate their hazard warning lights at all times they are mobile.

12. Posters

No posters, boards or likewise are to be affixed to any structures or trees within the Parkland.

13. Public Performances Under Copyright Act

Where applicable the Events Organiser will obtain all necessary consents from all persons interested in the copyright Act or performing rights of any matter used by the Events Organiser.

14. Amusement Rides

If any amusement rides require the use of pegs, the event organiser must contact the Parks& Recreation Manager 7 days prior to the event for advices about the location of underground services. Motor driven rides, refer to motor requirements. Car/motor bike rides are not permitted.

15. Noise

The use of amplifiers must be controlled so as not to disturb other Marina users, in accordance with the Noise Abatement Act

16. Damages

Event Organisers are to ensure that participants involved in the event do not trample or walk over garden beds or shrubs within the Parkland.

17. Electricity / Generators / Motors

All electrical equipment used for events at Parkland must conform to Electrical Safety Regulation 2002, Section 83, definition for Div 5, ‘class 3 work' and Subdivision 5, Section 93, for testing and tagging. Electrical equipment shall not be plugged into the Parkland power supply without approval. All electrical cables that cross pathways or lawn areas must either be covered by cable covers or alternatively flown a minimum of 2.4m above the ground. No cables are to be attached to trees within the Parkland. Generators are only permitted if prior approval is obtained and documented on the Event Approval. Only low noise generators will be allowed.

Motors may generate heat or leak oil etc that is likely to damage lawn areas. A suitable heat shield or matting is to be provided under all motors at all times. Event organiser must take all reasonable and practical measures to minimise environmental impacts such as the release of materials into the air such as dust, fumes and smoke.

18. Alcohol

Consumption of liquor by persons over the age of 18 years is only permitted within certain areas (see maps). If permitted, the consumption of liquor is to be between the hours of 10am to 8.30pm daily. Offences for public drunkenness still apply.

Applications to allow alcohol consumption outside of these parameters or in Area A, Marina must be approved by the General Manager Corporate & Employee Relations or delegate. Such applications will only be considered on a case by case basis.

The distribution of drinks in glass containers is prohibited. If the event is to involve the sale or consumption of alcohol in any manner, the Event Organisers must comply with any policies or guidelines adopted by GPC from time to time concerning Applications for Liquor Booths in the Marina Precinct.

19. Glass

All beverages consumed in the Parkland during any event must be in containers other than glass. Decanting from bottles is permitted providing matting or other covering is placed to protect the area and collect any broken glass.

20. Hot Water

Hot water brought into the Parkland must not be disposed of on garden beds or lawn areas as it may cause damage. Hot water may be disposed in a drain, or removed from the Parkland.

21. Security

The Event Organiser is responsible for providing security for any structures or equipment erected within the Parkland. GPC does not take responsibility for any equipment or structure placed in the Parkland.

22. Times

Start and end times for events and activities will be as per the application or as stated in the Confirmation Letter and the event is not to exceed these times.

23. Waste Management

Event Organisers are responsible for the supply and removal of additional waste receptacles. These additional waste receptacles must be placed on the curb, post event, ready for collection. Any excess rubbish/ waste associated with the event e.g. waste water and cooking oil must be removed from the Parkland.

24. Safety

The Event Organiser is responsible for ensuring that safety risks to event participants, staff and the general public are minimized and that adequate health and safety measures are in place. All events must comply with Workplace Health and Safety Legislation.

Any scaffolding, tent, marquee or staging must be:

1. Erected to a standard of safety and appearance acceptable to the Parkland Managers
2. Free standing and weighted; and
3. In the case of scaffolding, erected by a licensed contractor.

During the construction and de-construction of fixtures, before and after the event, the Event Organiser shall provide physical barriers and signs to exclude unathorised persons from those areas.

25. Parking / Traffic Management

Events attended by more than 150 people must provide a parking management plan including traffic and parking arrangements.

26. Market Stalls

Market stalls, other than food are not permitted. GPC reserves the right, under special circumstances, to consider amendments to this ruling.

27. Sponsorship / Recognition

Significant Events require acknowledgment of GPC's participation in staging of the event. E.g. GPC logo to be displayed. Significant Events are required to notify all vendors and stall holders of the Marina Parklands Conditions of Use.

28. Indemnity by Event Organiser

(Please refer to Page 9)