

Gladstone Ports Corporation 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. Certificate of Currency

It is a requirement of Gladstone Ports Corporation (GPC) that the event organiser (i.e. the organisation/company/individual named in the application) provide to GPC prior to the event, a copy of their certificate of currency for \$10 million public liability insurance, where the cover is current for the duration and scope of the event. Please ensure you fulfil your duty of disclosure to your insurer by informing them of the full scope of activities throughout the event to ensure adequate cover is provided.

Please provide a copy of your certificate of currency when submitting the application. By doing so, this ensures that any potential problems are identified, and can be addressed in a timely manner for both parties, in advance of the event date.

Please note that the event will not be approved until GPC has sighted a compliant certificate of currency.

As the event organiser, you must also ensure all contractors/sub-contractors you engage hold current and adequate cover.

If any rides will be operating please attach a copy of the owner's Public Risk Liability Insurance Policy for \$10 million with GPC listed as being indemnified for the event and return this with application to GPC. Please be advised that the rides are for the sole use for your function and NOT for the general public.

3. 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.

4. 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.

5. Bond

A bond will be required for all events within Gladstone Ports Corporation Parklands, unless the event is attended by less than 50 attendees and/or does not involve the use of any infrastructure. The bond amount of \$250.00 is required to be provided at least 10 working days prior to the event. Failure to provide the bond amount to GPC's Corporate and Community Relations team will result in the automatic decline of any booking. The bond amount will be taken over the phone at the completion of the booking form. A GPC representative will call the event organiser to arrange bond payment. GPC will not accept the bond via email or fax.

In providing the bond, the amount of \$250.00 is authorised to be debited from the provided credit card details should it be deemed necessary after assessment by GPC personnel. Payment may be required should there be damage or Gladstone Ports Corporation Conditions of Use not followed. The bond will be held as security and kept confidential at all times. It is understood that Gladstone Ports Corporation will advise of any monies taken from this bond if deemed applicable.

6. 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.

7. 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.

8. Decorations

Balloons, streamers and decorations must be disposed of appropriately, if used. Please visit the Queensland Government website regarding the potential use of balloons; <https://www.qld.gov.au/environment/pollution/management/waste/balloons>. Decorations are not to be attached to any plantation. GPC also discourages the use of confetti, rice, streamers, or the like, to be thrown, strewn or distributed in any manner within the Parkland or its precincts.

9. Lighting

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

10. 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 Superintendent not less than 7 days prior to the event for advice 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 Superintendent and approval must be obtained prior to erection. The structure is not to be left unattended at any time.

11. First Aid

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

12. 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 Superintendent. If vehicle access is required to bump in/out equipment for your event, approval must be sought from the Parks & Recreation Superintendent. 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 than five (5) kph (walking speed), shall give way to all pedestrians and shall operate their hazard warning lights at all times they are mobile.

13. Posters

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

14. 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.

15. Amusement Rides

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

16. Noise

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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 unauthorised persons from those areas.

26. Parking / Traffic Management

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

27. Market Stalls

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

28. Sponsorship / Recognition

Significant Events require acknowledgment of GPC's participation in the 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.

29. Indemnity by Event Organiser

The Applicant and if the Applicant is a Corporation, the Directors of the Applicant, will indemnify and keep indemnified the GPC and/or any Officer of the GPC against any and all loss suffered by the GPC and/or any Officer of the GPC whether during or after the period of the application by reason of,

- (a) any and all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages (whether compensatory, punitive, exemplary or otherwise, including but not limited to claims arising from the negligence of the GPC and any of its officers), costs (including legal costs) losses and expenses of any nature whatsoever which the GPC and/or any Officer of the GPC may suffer or incur in connection with the use of the Marina or any improvement thereon, or any part thereof by the Applicant or any of his employees, contractors, agents, invitees, licensees or trespassers;
- (b) any and all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages (whether compensatory, punitive, exemplary, or otherwise, including but not limited to claims arising from the negligence of the GPC and any of its officers), costs (including legal costs) losses and expenses of any nature whatsoever which the GPC and/or any Officer of the GPC may suffer or incur in connection with the loss of life, personal injury, pure economic loss, property damage, products liability, contractual liability and contingent liability arising from or out of any occurrence in, upon, at or in connection with the Marina of any improvement thereon, or any part thereof or the use of the same or any part thereof by the Applicant or any of his employees, contractors, agents, invitees, licensees or trespassers.

Officer of the GPC is defined to mean:-

- (a) A present Director of the GPC, and
- (b) a future Director of the GPC, and
- (c) a past Director of the GPC, and
- (d) the Chief Executive Officer of the GPC, and
- (e) another person who is concerned, or takes part, in the management of the GPC, and
- (f) an employee of the GPC, and
- (c) a lawful agent of the GPC.