

COUNCIL POLICY

Council Policy Title:	Skate Park Events and Hire
Council Policy ref. no:	12.2
Responsible Department:	Corporate and Community Services
Date of adoption/review:	24 July 2013

1. INTRODUCTION

The Colac Otway Shire receives requests for the use of the Skate Park facilities within the Shire for competitions and events.

The Colac Otway Shire has developed this policy in recognition of the need to ensure a balance between community access to a public recreation facility and the demands for skate competitions and events.

This policy aims to ensure an appropriate balance is maintained between community access to a public recreation facility and the demands for skate competitions and events.

2. SCOPE OF POLICY

This policy specifically relates to the Skate Park, facilities within the Shire namely:

- Colac
- Birregurra
- Apollo Bay
- Forrest

The Apollo Bay Old Jetty Skatepark to be managed in partnership between the Otway Coast Committee and the Colac Otway Shire.

Approval for such events/activities will need to be gained from both organisations.

3. USE OF SKATE PARKS FOR EVENTS / COMPETITIONS

- A maximum of 6 days per calendar year, per site will be taken up by events/competitions. The Colac Otway Shire reserves the right to approve additional events/competitions should outstanding applications be received. A balance between public use and events/competitions will be considered in such deliberations.
- Requests for the staging of an event/competition at a skate park will only be considered if submitted on the official application form.
- All events/competitions must comply with the “conditions of use” attached.
- All competitors or people conducting demonstrations should be strongly encouraged to wear appropriate protective gear, including helmets, knee and elbow pads.

4. HIRING FEES

As part of Council’s budget processes, hiring fees are set on an annual basis.

A bond is to be lodged with the Colac Otway Shire 14 days prior to any event, to pay for any damage or clean up required as a result of the event/competition.

The Colac Otway Shire reserves the right to support certain events by waiving the facility hire fee.

5. ASSESSMENT CRITERIA

The following criteria will be used to assess the appropriateness of proposed events/competitions to be conducted at a Colac Otway Shire skate park:

- The level of community access to the event/competition.
- The level of community benefit from the event/competition.
- The demonstrated ability of the applicant to conduct successful, well organised events/competitions.
- Demonstrated community support for the event/competition.
- Level of proposed organisation and detail of event logistics ie: traffic control, crowd control and rubbish.
- Quality of the competition, or level of skills of the skaters conducting the demonstrations.
- The appropriateness of sponsors for the target group and for a Council facility.
- Quality of the application including the provision of all the information requested.

Applications will not be considered unless the applicant possesses public liability insurance to the value of \$10 million and comply with the attached conditions.

The decision of the relevant Colac Otway Shire staff will be final.

6. METHOD OF APPLICATION

Applications will be accepted on a year round basis.

Applicants are encouraged to lodge their application at least 2 months in advance of the event, to facilitate better decision making processes.

Applicants may require a Place of Public Entertainment (POPE) permit. Applicants will need to discuss this requirement with Council's Building Surveyor.

Applicants will be advised in writing as to the Shire's decision in relation to their application.

ADOPTED/AMENDMENT OF POLICY

Policy Review Date	Reason for Amendment
24 April 2002	Adopted by Council
24 May 2006	Review
25 August 2010	Review`
24 July 2013	Review

SKATE PARK EVENT APPLICATION FORM

1. NAME OF ORGANISATION

2. CONTACT PERSON

3. ADDRESS

_____ Postcode _____

4. CONTACT NUMBERS

(Daytime) _____

(After Hours) _____

(Mobile) _____

(Facsimile) _____

5. EVENT DETAILS:

5.1 NAME OF EVENT

5.2 TYPE OF EVENT

(please give a description)

5.3 PROPOSED EVENT DATE

Alternative Date(s)

5.4 EVENT TIMES

Total Site Occupation (including setup & packup)

Day _____

Start _____

Finish _____

Event Time

Day _____

Start _____

Finish _____

5.5 VENUE *eg. Colac Skate Park,*

5.6 ADMISSION FEES

Will admission fees be charged to:

Competitors Yes No

Fee: \$ _____

Spectators Yes No

Fee: \$ _____

6. TRAFFIC & PARKING MANAGEMENT PLAN

Please attach a detailed traffic and parking management plan including equipment to be used.

7. SITE DETAILS

Marquees Yes No

Size _____ *Quantity* _____

Stages Yes No

Size _____ *Quantity* _____

Portable toilets Yes No *No. of units* _____

Musical Entertainment Yes No

Details: _____

Amusements rides Yes No

Number of Rides _____ *Size of Rides* _____

Details _____

Amplification equipment Yes No

Lighting equipment Yes No

Caterers Yes No

Generators Yes No

Details: _____

Emergency Vehicles Yes No

Any other structures Yes No

Details _____

Has security been arranged? Yes No

Details: _____

Please provide a detailed site plan.

8. OTHER INFORMATION

8.1 Proposed Signage Yes No

Type (banners, A.Frames etc) _____

Size (if applicable) _____

Quantity _____

Location _____

8.2 Other relevant activities? (i.e. fireworks, acrobatics, balloons etc)

Details _____

8.3 Declaration of Sponsorship Arrangements

Please list all sponsors for the proposed event/competition

9. APPROXIMATELY HOW MANY PEOPLE WILL BE AT THE EVENT?

Competitors _____

Spectators _____

Event Organisers _____

Other _____

10. WASTE MINIMISATION/REMOVAL & RECYCLING DETAILS

All waste removal is the responsibility of the event organiser. Also outline any recycling details re: cans, glass, bottles etc. Please provide details of arrangements for cleaning the site after the event.

11. ACCESS FOR CLUBS

Please provide details as to how local clubs will be able to gain access to the facilities during the conduct of your event

12. HOW WILL YOU PROVIDE FOR PUBLIC ACCESS

13. NOISE LEVELS

Please outline how you plan to minimise noise levels so as not to adversely effect surrounding residences

14. PUBLIC LIABILITY INSURANCE? YES NO

Please provide a copy of certificate of currency.

15. WHAT EXPERIENCE DO YOU HAVE IN STAGING SIMILAR EVENTS?

16. REFEREES

Please provide the names & telephone numbers of two referees who can vouch for the standard and overall quality of the events which you have conducted.

1. _____

2. _____

17. EVENT RECOMMENDATION STATEMENT

Please provide a statement as to why Council should allow your organisation to conduct an event at the skatepark.

18. PUBLICITY APPROVAL

Are you willing for your telephone number to be published alongside your event listing in council's community newspaper or similar publication?

YES NO

19. MOBILE PHONE EVENT DAY CONTACT

Please provide a mobile phone number(s) that will be in use on the day of your event.

Please note that following assessment of this application, applicants will be advised in writing of the outcome.

DECLARATION:

The Colac Otway Shire Council collects personal information to levy rates, issue permits and licences and provide a variety of community services. The information collected in this form is used only for the purposes contemplated by the form (primary purpose) and is not passed onto third parties. In some instances however, disclosure is required by law or is necessary for the protection of persons or property. Where this occurs, Council will take every reasonable step to ensure your privacy is protected in accordance with the Information Privacy Act 2000 (Vic). Should you need to change or access your personal details or require further information about Council's Privacy Policy contact our Privacy Officer on 5232 9400.

CONDITIONS OF HIRE OF COUNCIL CONTROLLED SKATE FACILITIES

DEFINITIONS

“Council”	- means the Colac Otway Shire
“Skate Facility”	- means any Council owned, controlled or operated skate facility or skate park.
“Fee”	- means the fee or charge made by Council from time to time for the granting of a permit to use a skate facility.
“Hirer”	- for the purposes of this permit, shall mean the club, school, institution, society, organisation or other body or individual to whom permission to use the facility set out in the permit has been granted by the Council.

CONDITIONS

1. The Hirer agrees to hire from the Council the premises on the date and times specified and on the conditions set out in this document.
2. The Hirer:
 - a) must book the skate facility by completing the relevant application form and returning with a copy of the certificate of currency for public liability insurance at least 14 days prior to the nominated event and pay to the Council all fees or bonds on or before the dates set out;
 - b) must comply with all Local Laws, the Liquor Control Act, the Health Act, Public Buildings Regulations or any regulations for the care, protection and management of the facility hired;
 - c) must not attach anything to the premises which will mark or damage the premises, and not cause or permit any damage or excessive wear and tear to the premises. Any such damage or excessive wear and tear which has occurred during the period of the hire which has not been repaired to the Council’s satisfaction by the hirer will be repaired by the Council and the full costs incurred charged to the Hirer;
 - d) must advise Council of the type of activity to be conducted, expected crowd numbers and any other special conditions applying;
 - e) is responsible for cleaning the grounds, spectator areas, car parks and all other areas occupied by the Hirer and spectators immediately following use of the facility. Should these facilities not be cleaned to Council’s satisfaction, the hirer shall be charged the full costs of any cleaning required;
 - f) in the case of damage or loss, the bookings officer must be informed as soon as possible but not later than midday on the next normal working day following the event;
 - g) must abide by the lawful directions of the officer in charge of the reserve who has been appointed with power and authority to administer the local laws and regulations pertaining to such facility;
 - h) must ensure that the event/competition is drug and alcohol free and that the event reflects positively on the Colac Otway Shire;

- i) must ensure that offensive language or music containing course language is not broadcast during the hire period.
- j) must be at the premises at all times during the hire period;
- k) must ensure that all people coming within the premises during the term of the hire conduct themselves in an orderly manner and comply with the conditions of hire;
- l) must provide a proper number of competent attendants and supervisors to ensure the efficient supervision and safety of people within the reserve and associated facilities, as well as the preservation of order during the hire period;
- m) is responsible to inspect the facilities for safety prior to use and not proceed if deemed unsafe for use.

3. The Council may:

- a) decide whether the competition or demonstration shall take place in the event of unfavourable weather;
- b) upon revocation of this permit, retain all fees paid;
- c) enter the facility at any time during the hire period for any purposes;
- d) terminate the licence at any time by notice in writing to the Hirer;
- e) impose any additional conditions for the use of the premises or conduct;

4. INSURANCE

Hirers must have their own public liability insurance policy for a sum insured of not less than \$10 million in joint names of the user/hire/lessee and Council. The policy is to be maintained as current during the period of hire. The policy must indemnify the hirer and the Council from liability arising out of the hirer's use of the reserve. A certificate of currency of the policy stating the level of cover, period of cover and any exclusion clauses must be provided to Council as a part of the application to hire the skate facility.

5. INDEMNITY

The Hirer agrees to indemnify and keep indemnified and to hold harmless the Council, its servants and agents and each of them from and against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against it by any of them arising out of or in any way related to the granting of this licence and/or the use of the skate facility.

Council is not responsible for any theft, loss, damage or injury suffered by the hirer or any guest or invitee of the hirer, or any person coming on the premises during the period of hire, and the hirer indemnifies the Council in respect of all claims for loss, damage or injury caused to any person or property during the period of hire, or as a result of the use by the hirer of the premises.

6. GENERAL

- a) Applications for hiring of Council properties will not be considered where any rental or charge remains unpaid from a previous hiring or the conditions of occupancy have not been adhered to.
- b) Other than for inclement weather, seven days notice shall be given to the bookings officer in the case of cancellation. Cancellations may be negotiated with the Council.