

# Event Application Form



Please complete this form if the event is considered to be an organised activity taking place entirely or partially on **public land** or building owned, administered or controlled by the Thames-Coromandel District Council including reserves, parks, roads, streets or footpaths (or part there of), and therefore requires approval from Council.

Completing this form will help determine if you need permits or approvals and will help us to assist the organiser deliver a successful event.

For event bookings at the Jack McLean Community Recreation centre, [click here](#). To book a Community Hall that is managed by the community, [click here](#).

The information supplied in this application form will allow Council to assess what further information will be required to process your application, including what (if any) licences, permits and / or consents are required.

Please see below the application process and the timeframes required by Council to consider your application. Depending on the complexity and size of your event, Council may organise a planning meeting with relevant stakeholders. An Event Safety Audit (E.S.A certificate) may also be required as part of your risk control plan.

If you have any questions, please contact Customer Services on 07 868 0200 or email [customer.services@tcdc.govt.nz](mailto:customer.services@tcdc.govt.nz).

Our **Event Planning Guide** is available on the TCDC website

**Please note:** Your event will only be approved to proceed once all the information has been received by Council within the specified timeframes. An approval letter along with specific conditions will be forwarded to the Event Organiser once approved. Council reserves the right to decline an application if insufficient notice or information is provided.

## Process

### 1 Event application received and a tentative reserve booking is made.

- Application reviewed.
- Key Stakeholders consulted on proposed event.

### 2 Event Organiser to provide further event documentation as required.

E.g. traffic management plan, risk control site plan, waste management plan, aerial site plan layout etc.

### 3 Received documentation assessed - and approved (with conditions), or the Event Organiser is asked to revise and/ or submit further documentation.

### 4 Event approved with conditions and confirmed with the event organiser.

## EVENT IMPACT

LOW IMPACT	MEDIUM IMPACT	HIGH IMPACT
Simple event with no food vendors or trading, minimal infrastructure no road closures or amplified sound. For example: a school cross country, small-scale community event, gatherings with few people.	Moderate event with one or more food and beverage traders, a PA or amplified sound and moderate infrastructure. This event may have partial road or footpath closures. For example: a family fun day with a bouncy castle and a fundraising BBQ or a night market with one or more food and beverage vendors.	Large-scale event with road closures, major infrastructure or fireworks. For example: festivals, music events, or multi-site events.
Minimum timeframe 4 weeks notice	Minimum timeframe 3 months notice	Minimum timeframe 8 months notice

**Jack Mclean link:** [tcdc.govt.nz/Our-Services/Parks-Playgrounds-Reserves-and-Sport-Fields/Sports-Fields-and-Venues/Jack-McLean-Community-Recreation-Centre/](https://tcdc.govt.nz/Our-Services/Parks-Playgrounds-Reserves-and-Sport-Fields/Sports-Fields-and-Venues/Jack-McLean-Community-Recreation-Centre/)

**Halls link:** [tcdc.govt.nz/Our-Services/Halls-and-Venues/](https://tcdc.govt.nz/Our-Services/Halls-and-Venues/)

**Event Planning Guide:** [tcdc.govt.nz/Global/Events/Event%20Planning%20on%20the%20Coromandel-WEB%20\(2\).pdf](https://tcdc.govt.nz/Global/Events/Event%20Planning%20on%20the%20Coromandel-WEB%20(2).pdf)

## Event organiser information

Organisation/ company			
<b>Name</b>		<b>Contact number</b>	<b>Email</b>
Event organiser:			
Alternative contact:			
Contact on the day:			
Postal address (including postcode)		Invoice address (if different from postal address)	

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## Event information

Name of event
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If you have more than 2 event dates/times please separate by comma.

Event date/s <small>FORMAT: DD/MM/YYYY</small>	Site:
Event start time/s	Event finish time/s
Pack in date/s <small>FORMAT: DD/MM/YYYY</small>	Pack in time/s
Rain date/s	Number of participants

Is the event entry:  Free  Donation  Entry fee  Ticketed

What is the purpose of the event? *i.e Why are you holding it.*

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What type of activities are involved? *i.e What will people be doing at your event? Please attach a copy of your event programme if applicable.*

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## Site and effects on the environment *(please tick all boxes applicable to your event and provide a site map)*

**Structures:** Please write the quantity and dimensions beside each structure if applicable. Please note marquees over 100m<sup>2</sup> and platforms or staging over 1.5m will require building consent.

<input type="checkbox"/>	Marquees/ EZI-up/gazebo	<input type="checkbox"/>	Stages
<input type="checkbox"/>	Chairs/ tables	<input type="checkbox"/>	Fencing
<input type="checkbox"/>	Other <i>(including signage)</i>		
<input type="checkbox"/>	Site map attached <i>(mandatory requirement)</i>		

**Amusement devices:** Please tick if you are planning on having any amusement devices at your event. Please note licences for devices may be required from Council to operate.

Inflatable       Mechanical

**Noise (amplified):**

Start time/s	Finish time/s		
<input type="checkbox"/> Live band	<input type="checkbox"/> PA system	<input type="checkbox"/> DJ	<input type="checkbox"/> Other <i>(please describe)</i> _____

**Waste management and minimisation:** Event organisers are responsible for managing and removing waste from the site and surrounding areas. Council also expects events to offer recycling options to divert waste from landfill. You may be required to provide information at a later date detailing your management plans.

What options do you intend to provide at your event?       Recycling       Composting       Rubbish (landfill)

Does your event include fireworks and/or special effects?       Yes       No

Do you require off-street vehicle access to the site?       Yes       No

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## Food and beverage trading *(please tick all boxes applicable to your event)*

**Food:** Please write the quantity beside each category

<input type="checkbox"/>	Food vendors (registered)	<input type="checkbox"/>	Barbeque or sausage sizzle
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**Alcohol:** Are you providing, selling or have alcohol included in the ticket prices of your event? If so, you must apply for a special alcohol licence **at least twenty working days** prior to your event [tcdc.govt.nz/alcohol-licence-application](http://tcdc.govt.nz/alcohol-licence-application)

Supplying:       Yes       No      Selling:       Yes       No

**Trading:** *(sale or distribution of goods, flyers, services, collecting money etc.)*       Yes       No

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## Traffic management and parking *(please tick all boxes applicable to your event)*

Does your event involve any activities on a road or footpath?       Yes       No

Are you applying to alter parking *(within or around the site)*?       Yes       No

Are you applying to close a road?  Yes  No

If yes, for what purpose?

What roads do you plan to close and at what times? E.g. (between Lee Street and Hannon Roads from 6am until 9am).

Note: You will need to engage a qualified traffic management company to assist you.

Where do you expect your event participants to park, including accessible car parking?

## Utilities

**Electricity:** Do you require access to power if available?  Yes  No

**Lighting:** Will you be providing additional lighting?  Yes  No

**Toilets:** Do you require access to existing toilets (subject to availability)?  Yes  No

**Portaloos:** Will you be providing portaloos?  Yes  No

Please indicate how many and also ensure there are accessible services:

Please indicate how many of the above are accessible:

Please use this space to describe your event or for further information that doesn't fit in the provided fields.

Note: Refer to the section the information belongs to.

## Declaration

I declare on behalf of the Event Organiser that:

- The information provided with this Application Form is true and correct and not misleading in any material respect to the best of my knowledge;
- I have read, understood and agree to be bound by Thames-Coromandel District Council General Terms and Conditions;
- I agree to abide by any additional conditions, which the Thames-Coromandel District Council may advise of in the exercise of its grant of approval of the Event;
- I confirm that I am the authorised signatory for the Event Organiser

## Privacy Notification

The information you provide will be used for the purpose of assessing the application for your activity/event.

You understand that the Council must act in accordance with the requirements of the Local Government Official Information and Meetings Act 1987 and the Privacy Act 2020 and that the information may be made publicly available.

Personal information will be held and used in accordance with the Council's privacy statement available [www.tcdc.govt.nz](http://www.tcdc.govt.nz) and the Privacy Act 2020. Under this Act you may request access to and request correction of any personal information held by the Council.

Please let us know if your application contains commercially sensitive information or other information you consider should not be publicly disclosed

_____	_____
Full name	Title/position
_____	_____
Signature	Date

*To send us this form using the 'Submit' button, please download the form to your computer first, then fill it out, save it, and then press 'Submit'.*

Thames-Coromandel District Council and the Event Organiser agree as follows:

The Event Organiser warrants and confirms to abide by all rules and directives published and updated by the Government from time to time at [covid19.govt.nz/](https://www.covid19.govt.nz/). The Event Organiser understands and accepts that the Council may immediately terminate the Event if the Event Organiser breaches any of the government rules or directives.

## 1. Definitions/Interpretation

Unless the context otherwise requires:

“Application Form” means the application form submitted by the Event Organiser to the Council to obtain approval to use the Site for the Event;

“Business Day” means any day excluding Saturdays, Sundays and statutory public holidays in Thames-Coromandel;

“Council” means the Thames-Coromandel District Council;

“Event” means the event, as described in the Application Form;

“Event Facilitator” means the Council representative who is the Event Organiser’s point of contact at the Council;

“Event Organiser” means the person, business, company or organisation named as the Event Organiser in the Application Form. It includes its Personnel, successors, and permitted assignees;

“Event Pack In Date” means the date specified as such in the Application Form;

“Personnel” means all individuals including volunteers engaged by or on behalf of the Event Organiser in relation to the Event, including its directors, employees, subcontractors, agents, external consultants and technical support;

“Site” means the area of land administered, owned or controlled by Council where the Event is to be held, including but not limited to parks, reserves, squares or streets (or part thereof); and

“Special Conditions” means any special conditions that apply to the Event, as determined by Council and contained in the formal approval letter issued by Council to the Event Organiser.

## 2. Access to the Site

The Site remains public property at all times, unless otherwise approved by Council. The Event Organiser must ensure that:

- access and egress for residents, businesses and emergency vehicles is available to and from the Site at all times;
- the public is not unduly inconvenienced; and
- public and private access ways are kept clear at all times.

No vehicles are permitted on grass areas on the Site unless prior written permission is obtained from Council.

The Event Organiser must use only the agreed area of the Site and only for the Event and no other purpose.

## 3. Fees and Charges

The Event Organiser is responsible for payment of any and all fees, charges and/or service and supply charges associated with the Event, as advised by Council. The Event cannot proceed unless all applicable charges have been paid.

## 4. Bond

The Event Organiser may be required to provide Council with a bond in cleared funds prior to the Event. The amount of the bond will be determined by Council, in its absolute discretion. A bond is in addition to any other fees or charges payable in relation to the Event. If the Event Organiser breaches or fails to properly perform its obligations under these terms and conditions or any Special Conditions, the bond will be forfeited and Council may use the bond to cover any costs associated with the breach or failure, repair of any damage and/or additional cleaning required following the Event. If such costs are greater than the bond taken, Council will on charge the costs to the Event Organiser.

## 5. Licences

The Event Organiser must, at the Event Organiser’s expense, obtain all licences, permits and consents including but not limited to Building, Health (Food) or Alcohol that are required for the Event at least 20 Business Days prior to the Event Pack In Date. The Event Organiser will provide Council with copies of these documents upon request. All terms and conditions of the licences must be adhered to during the duration of the Event.

## 6. Cancellation

If the Event is cancelled by the Event Organiser, the Event Organiser must notify the Event Facilitator in writing as soon as possible. Council reserves the right to cancel the Event for any reason it sees fit, at any time, and without any prior notice.

## 7. Event Notification

When requested by Council, the Event Organiser will inform residents and businesses in the area affected by way of a letter at least 10 Business Days prior to the Event Pack In Date. The letter must be delivered by hand to the residents and businesses and must contain the following information:

- name and description of the Event;
- road closure details, parking restrictions and information about noise (if applicable);
- duration of the Event, including pack in and pack out;
- Event Organiser’s name and contact details before and during the Event; and
- contact details of Council.

A draft version of the letter must be provided to the Event Facilitator, together with the area proposed to be affected, for approval prior to delivery of the letter.

## 8. Health and Safety

The Event Organiser is responsible for ensuring the provisions of the Health and Safety at Work Act 2015, all relevant regulations, standards, and approved codes of practice are complied with at all times and must ensure, as far as is reasonably practicable, that the Site and the Event, including anything arising from the Site or the Event, are without risks to the health and safety of any persons. The Event Organiser must provide Council with a health and safety management plan specific to the Event at least 20 Business Days prior to the Event Pack In Date.

The Event Organiser must ensure, as far as is reasonably practicable, that the health and safety of any:

- workers involved in carrying out the Event;
- workers whose activities in carrying out work are influenced or directed by the Event Organiser; and
- other person;  
- is not put at risk from carrying out the Event.

The Event Organiser must:

- keep a record of all deaths, injuries, illnesses and notifiable incidents which are required by law to be notified (Notifiable Event) to WorkSafe New Zealand for at least 5 years from the date on which notice of the relevant event is given to the public authority;
- as soon as possible after becoming aware that a Notifiable Event arising out of the Event has occurred, ensure that WorkSafe New Zealand is notified of the Notifiable Event; and
- as far as the site at which any Notifiable Event has occurred is under the Event Organiser’s management or control, take all reasonable steps to ensure that the site where the Notifiable Event occurred is not disturbed until authorised by WorkSafe New Zealand.

Following any Notifiable Event the Event Organiser must by the start of the next Business Day :

- provide Council with a copy of any information or notice which the Event Organiser is required to provide or make to WorkSafe New Zealand relating to that Notifiable Event;
- provide Council with a report giving complete details, including results of investigations, into the cause of the Notifiable Event and any recommendations or strategies for prevention of any similar Notifiable Event in the future; and
- provide Council with such assistance as may be reasonably necessary to conduct a Notifiable Event, incident or accident investigation.

The Event Organiser must, so far as is reasonably practicable, engage with workers involved in carrying out the Event in relation to health and safety matters concerning the Site or the Event. The Event Organiser shall have procedures in place that provide reasonable opportunities for such workers to participate effectively in improving health and safety in respect of the Site and the Event on an ongoing basis.

The Event Organiser must, so far as is reasonably practicable, co-ordinate, consult and co-operate with all other duty-holders in relation to the Event, including Council.

## 9. Responsibility for Equipment

The Event Organiser must provide, place and remove all temporary structures, road markings, signs, cable ties, rubbish bins, toilets, equipment, props and any other equipment or devices associated with the Event. Removal of such equipment and structures must take place immediately after the Event. All equipment and structures used in relation to the Event must be in good, safe, working order.

## 10. Responsibility for Clean-up and Waste Minimisation

The Event Organiser shall make every effort to minimise waste generated at the event through recycling and waste reduction initiatives.

Additional litter bins/waste skips and recycling receptacles shall be placed within the Site throughout the course of the Event and shall be the responsibility of the Event Organiser to maintain and clear

The Event Organiser must ensure that the Site and any surrounding areas including surrounding streets are in a clean and tidy condition, before, during and after the Event. The removal and disposal of all rubbish, recycling and organics must take place immediately after the Event to an appropriate facility. The Event Organiser agrees to pay for the cost of any repairs and additional cleaning required by the Council to re-instate the Site and surrounding areas to a clean and tidy condition. Such costs will be in addition to any other fees and charges.

## 11. No Damage to Property

The Event Organiser must ensure that the Site and all wildlife, stock, vegetation, furniture, fences, bollards, buildings and other facilities on the Site are not damaged or unduly disturbed at any time before, during or after the Event.

If any damage does occur, the Event Organiser shall, as soon as practicable and at the Event Organiser's cost, repair or replace (at the Council's direction, acting reasonably) the damaged property.

No holes are to be dug into pavements, asphalt, public grassed areas or roadways.

In the event of wet weather care shall be taken to avoid damage to the Site.

If there is any doubt over ground conditions due to adverse weather, the Event Organiser is to telephone the On-Call Duty Field Service Representative of the Council on 07 8680200.

## 12. Beach and Coastal Areas

If the Event is being held on or near a beach or coastal area, the Event Organiser must ensure that:

- only formal Council beach access ways are used;
- coastal plants are not trampled or damaged in any way ; and
- people stay out of formally roped off areas to prevent damage to vegetation and erosion of dunes.

The Event Organiser must monitor compliance with the above requirements and protect the dunes at all times from adverse effects of the Event.

## 13. No Fixtures

The Event Organiser must ensure that nothing is fixed, hung or otherwise attached to any features of the Site (e.g. trees, signs, furniture, rotundas, lamp posts) without the prior written consent of Council.

## 14. Road Closures and Public Notices

The Event Organiser must apply for any necessary road closure authorisations specified in the Application Form at least 40 Business Days prior to the Event Pack In Date. The costs of any public notices required to advertise road closures associated with the Event will be met by the Event Organiser.

## 15. Traffic Management Plan

The Event Organiser may be required to provide Council with a professional Traffic Management Plan ("TMP") drafted by an adequately qualified Site Traffic Management Supervisor ("STMS") at least 40 Business Days prior to the Event Pack In Date. The TMP must include:

- the location of all relevant structures, equipment, facilities, assembly areas, Event or filming areas and other facilities, including (without limitation) signs, cones, marshals, vehicles, parking restrictions, road closure details;
- access for the mobility impaired, emergency vehicles and to public transport; and
- the number and location of qualified STMS, qualified Traffic Controller ("TC") and fully briefed marshals that will be active within the TMP.

The TMP must include the following:

- Parking is only allowed where legally permitted.
- Drivers are to comply with the road code and Council parking bylaws.
- Only essential vehicles that are necessary for the Event Pack In and Pack Out purposes within the Site shall be allowed beyond roadways and car parks.
- Vehicles shall not be driven on the grassed areas in a manner that damages the turf or surface.
- Access for emergency vehicles is to be available at all times.

Council and the NZ Police may require further details to be included in the TMP. The Event Organiser must provide further details as soon as practicable after any such request prior to the Event Pack In Date.

## 16. Noise

The Event Organiser must comply with noise level requirements of the Resource Management Act and the permitted noise levels as set out in the temporary activity provisions in the Thames -Coromandel District Plan. Records of monitoring undertaken to determine compliance with these noise levels must be kept by the Event Organiser and provided to Council upon request. The Event Organiser must provide Council with the contact details of the person representing the Event Organiser who will be on site during the Event and who will have the authority to reduce noise levels being generated at the Event, if required by Council.

## 17. Event Information

The Event Organiser must provide additional information to Council upon request.

## 18. Compliance with Legislation

The Event Organiser must ensure that the Event complies with the Thames-Coromandel District Plan and all applicable legislation, bylaws, any relevant Management Plan and policies and that its Personnel comply with the same and do not do or omit to do anything that may cause the Event Organiser to be in breach of its obligations under these terms and conditions or any Special Conditions. In addition, the Event Organiser must take all reasonable steps to ensure that all participants in the Event comply with such legislation, bylaws and policies.

## 19. Compliance with Directions

The Event Organiser must ensure that all Personnel and Event participants comply immediately with any instructions or directions issued by NZ Police or Council representatives in the execution of their duties.

## 20. Site Plan

The Event Organiser must provide a detailed plan of the Site/s, including details of all equipment associated with the Event, to Council at least 20 Business Days prior to the Event Pack In Date.

## 21. Underground Services

The Event Organiser is responsible for identifying all underground services prior to erecting structures, tents etc. The Event Organiser must meet any costs associated with the repair of any services damaged.

## 22. Documentation

The Event Organiser must ensure that a final version of the Event planning documentation is held on the Site for the duration of the pack in, Event and pack out, including, but not limited to the Council approval, health and safety documentation, key event contact persons and their contact details, and the site plan.

## 23. Event Changes

Any proposed change to the nature or timing of the Event, as set out in the Application Form, must be approved by Council, in its absolute discretion as a variation of the Event approval.

## 24. Signage

All signage relating to the Event must comply with the Thames-Coromandel District Plan and all applicable bylaws, policies and Reserve Management Plans.

Signage shall be confined to the Site unless approved by Council in writing in its absolute discretion .

All signage is to be removed immediately after the Event.

## 25. On Water or Below High Tide Line

The Event Organiser must obtain written approval from the Waikato Regional Council for any water activities or use of land below the high tide line that form part of the Event.

## 26. Insurance

The Event Organiser must maintain and keep in force for the duration of the pack in, Event and pack out, adequate public liability insurance cover (minimum policy limit of \$1 million for any one event) with a reputable insurer. The Event Organiser must provide Council with proof of such public liability cover and that it is current, including details of the insurer, any relevant exclusions and the amount of cover, at least 20 Business Days prior to the Event Pack In Date.

## 27. Indemnity

The Event Organiser indemnifies the Council in respect of all costs (including legal costs incurred on a solicitor/client basis), claims, liabilities, losses, damage and expenses suffered or incurred by the Council and any other person claiming through the Council whether arising as a direct or indirect consequence of any unlawful, negligent, tortious, criminal, reckless or dishonest errors, acts or omissions of the Event Organiser including its Personnel in the performance



of the Event, or otherwise. To the extent permitted by law, in no event shall the Council nor its employees be liable for any damage, loss or personal injury arising whatsoever including direct, indirect, consequential, financial or special damages.

#### **28. Special Conditions**

The Event Organiser agrees to comply with any Special Conditions applicable to the Event. Where there is an inconsistency between these general terms and conditions and any Special Conditions, the Special Conditions will prevail to the extent of the inconsistency.

#### **29. Breach of Conditions**

The Event Organiser acknowledges that a breach of any of these terms and conditions or Special Conditions, may result in:

- forfeiture of all or part of the bond (if any);
- closure of the Event;
- refusal to approve future Events and/or refusal to accept future bookings from the Event Organiser; and/or
- the Event Organiser being liable for any extra costs incurred.

#### **30. Disputes**

In the event of any dispute arising as to the meaning of any of these terms and conditions, or between the Event Organiser and the Council, the parties will use their best endeavours to resolve the dispute. A party must notify the other if it considers a matter is in dispute and the parties' senior managers will attempt to resolve the dispute through direct negotiation. If the dispute is not resolved within 10 Business Days of notification, the parties will refer the dispute to mediation or some other form of alternative dispute resolution. Each party will pay its own costs of mediation or alternative dispute resolution.

#### **31. No waiver**

No waiver or any breach, or failure to enforce any provision of these terms and conditions at any time by Council will in any way effect, limit or waive Council's right to enforce and compel strict compliance with the provisions of these terms and conditions.