

Event/Gathering Application Form

Event organiser contact information

To start your application, please provide the event/gathering organiser's full contact details.

Note: fields indicated by a asterisk (*) are required.

Organisation*	Last Name*
First Name*	Mobile*
Phone	
Email*	
Address 1*	
Address 2	
Address 3	
City*	Postal Code*

Event application information

Please enter as much information as known at this time in the sections below. This will help us to assess your application and understand the purpose of your event/gathering.

1. Basic event information

Event Name*	Event Date*
Event start time*	Event End Time*
Pack in date*	Pack in start time
Pack in end time*	Pack down date*
Pack down start time*	Pack down end time*
Postponement date (if applicable)	
Name of Reserve/Park/Road/ Street/Beach*	
Estimated attendance including all volunteers/vendors/contractors	
Please provide a short description of your event*	

Do you have an event programme?

If yes, please attach to this form.

Is the event entry:*

Koha/Donation

Entry fee

Free

Ticketed

2. Site, Waste, Noise and Structures

Site

Aerial site map provided?
If yes, please attach to this form.

Waste

A Waste Management Plan is required for all events/gatherings. This plan must demonstrate how waste will be minimised and dealt with at the event. For events of more than 500, organisers must provide the Council with a report on the Implementation of the Event Waste Management and Minimisation Plan. **Please attach your Waste Management Plan to this form.**

For more information about waste at events, including the [Waste Minimisation ByLaw](#) and a Waste Management Plan template, visit westernbay.govt.nz/community/events/event-waste.

Noise

Do you have any amplified noise onsite? (Please select all that apply)

- | | |
|-------------------------------------|--|
| <input type="checkbox"/> No Noise | <input type="checkbox"/> Loud Vehicles |
| <input type="checkbox"/> Live Bands | <input type="checkbox"/> Machines |
| <input type="checkbox"/> Megaphones | <input type="checkbox"/> Sirens |
| <input type="checkbox"/> PA System | <input type="checkbox"/> DJ |
| <input type="checkbox"/> Other: | |

Please specify here

Structures

Will you have any structures onsite? (Please select all that apply)

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> None | <input type="checkbox"/> Grandstand(s) |
| <input type="checkbox"/> Stage(s) | <input type="checkbox"/> Mechanical Amusement Equipment |
| <input type="checkbox"/> Marquee(s) | <input type="checkbox"/> Inflatable Amusement Device(s) |
| <input type="checkbox"/> Other: | |

Please specify here

Please note: Marquees over 100m² and/or platforms or staging over 1.5m require a building consent. For further information, visit westernbay.govt.nz/building-consent-app.

3. Food, Drink and Trading

All food should be provided in accordance with the Food Act 2014. For further information visit westernbay.govt.nz/food-regulations.

How many non-commercial vendors (sausage sizzles, bake sales, etc.) will there be onsite?*

How many registered commercial food vendors will be onsite?*

Will alcohol be supplied, sold or traded at your event?*

If yes, you will require a licence and Council's approval. For further information, visit westernbay.govt.nz/alcohol-at-events.

4. Traffic / Roads

Please note: If you reply "yes" to any of the below questions of this section, a Traffic Management Plan (TMP) may be required by Council. See Terms and Conditions at the back. For further information, visit westernbay.govt.nz/transportation-roads-and-water/road-network/road-closures.

Do you need to restrict on-street parking?*

Does your event make use of or effect any public roads?*

Are you applying to close any roads for your event?

If you are applying to close any roads for your event, a Temporary Road Closure Application must be submitted to Council 60 calendar days prior. For further information, visit westernbay.govt.nz/temporary-road-closure.

5. Utilities

Do you require access to power?*

Will you be using generators?*

Do you require access to existing toilets (subject to availability)?*

Are you providing portaloos? If so, please enter quantity?

Are you providing accessible toilets? If so, please enter quantity?

Will you require access to water?*

6. General

Do you have Public Liability Insurance?*

If yes, please attach to this form.

Please upload a detailed Event Risk Plan which is prepared in accordance with the provisions of the Health and Safety at Work Act 2015.

For large events, an E.S.A (Event Safety Plan) Certificate may also be required on request.

This plan may be forwarded to WorkSafe NZ for independent appraisal. **Please complete the Risk Control Plan template** which is available here: westernbay.govt.nz/community/events/events-health-and-safety.

8. Declaration

<p>Western Bay of Plenty District Council - General Terms and Conditions for events*</p> <p>I have read, understood, and agree to abide by the Western Bay of Plenty District Council - General Terms and Conditions for events.</p>	
<p>I declare on behalf of the Organiser, that:</p> <ul style="list-style-type: none"> • 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 confirm that I am the authorised signatory for the Event Organiser. 	

Please remember to include any supporting documentation with your application.

11. Western Bay of Plenty District Council – General Terms and Conditions for Events

Western Bay of Plenty District Council (WBOPDC) and the Event Organiser agree as follows:

1. Definitions/Interpretation

Unless the context otherwise requires:

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

“**Business Day**” means any day excluding Saturdays, Sundays and statutory

public holidays in the Western Bay district;

“**Council**” means the Western Bay of Plenty District Council;

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

“**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 engaged by 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 or building administered, owned or controlled by Council where the Event is to be held, including but not limited to parks, reserves, roads, streets or footpaths (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 grassed areas on the Site unless prior written permission is obtained from Council.

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 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 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.

6. Cancellation

If the Event is cancelled by the Event Organiser, the Event Organiser must notify the Council 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 20 Business Days prior to the Event Pack In Date for medium to high impact events. 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 Council, together with the area proposed to be affected, for approval prior to delivery of the letter.

8. Health and Safety

The Event Organiser 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 15 Business Days for a low impact event and 30 Business Days for Medium or High impact event.

The Event Organiser must ensure, as far as is reasonably practicable, that the health and safety measures are in place to reduce risk to;

- workers involved in carrying out the Event;
- workers whose activities in carrying out work are influenced or directed by the Event Organiser.
- 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:

- 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. Waste Management and Responsibility for Clean-up

The Event Organiser must consider the waste implications of the Event in accordance with the Waste Management and Minimisation Bylaw 2022. For more information go to: westernbay.govt.nz/community/events/event-waste.

The Event Organiser must ensure that the Site and any surrounding areas are in a clean and tidy condition, including surrounding streets 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 to re-instate the Site and surrounding areas to Council’s satisfaction. Such costs will be in addition to any other fees and charges.

11. Covid-19

The Event Organiser must follow the Covid-19 Guidelines for events and/or gatherings, as indicated at covid19.govt.nz.

12. 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.

13. 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.
14. **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.
 15. **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 unless prior arrangement with Council.
 16. **Traffic Management Plan ("TMP")**
The Event Organiser may be required to provide Council with a professional TMP drafted by an adequately qualified Site Traffic Management Supervisor ("STMS") at least 40 Business Days prior to the Event Pack In Date. westernbay.govt.nz/traffic-management-plan.
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.
 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.
 17. **Noise**
The Event Organiser must comply with the permitted noise levels as set out in the Resource Management Act 1991. 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.
 18. **Event Information**
The Event Organiser must provide additional information to Council upon request.
 19. **Compliance with Legislation**
The Event Organiser must ensure that the Event complies with the Council and all applicable legislation, bylaws 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.
 20. **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.
 21. **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. An aerial plan can be provided by Council for completion and submission, contact Customer Service team on 0800 926 732.
 22. **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.
 23. **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.
 24. **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.
 25. **Signage**
All signage relating to the Event must comply with the all applicable bylaws, policies and Reserve Management Plans.
 26. **On Water or Below High Tide Line**
The Event Organiser must obtain written approval from the Bay of Plenty Regional Council for any water activities or use of land below the high tide line that form part of the Event. boprc.govt.nz
 27. **TECT Park**
If the Site is located at TECT Park, the Event Organiser must also comply with all applicable Council bylaws, policies and procedures.
 28. **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) with a reputable insurer. The Event Organiser must provide Council with proof of such public liability cover, 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.
 29. **Indemnity**
The Event Organiser indemnifies the Council in respect of all costs (including legal costs), claims, liabilities, losses, damage and expenses suffered or incurred by the Council and any other person claiming through the Council as a direct or indirect consequence of any unlawful, negligent, tortious, criminal, reckless or dishonest errors, acts or omissions of the Event Organiser in the performance of the Event.
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.
 30. **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.
 31. **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 accept future bookings from Event Organiser; and/or
 - the Event Organiser being liable for any extra costs incurred.
 32. **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.
 33. **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.