

Event impact categories and notice required by Western Bay of Plenty District Council for an event;

Event Impact	Event Parameters	Notice required by Council
Low impact event	Events with; <ol style="list-style-type: none"> 1. No road closures or disruption to traffic, site access or parking. 2. Low number of registered food vendors (less than 5). 3. Low number of amusement devices - land or water borne. 4. Minimal basic infrastructure e.g. ezi-ups, portable toilets, small stage). Examples include; community days, fundraising events or park-based fun runs/walks.	Minimum 4 weeks
Medium impact event	Events with; <ol style="list-style-type: none"> 1. Road/lane closures and/or disruption to traffic, site access or parking. 2. Multiple food vendors (more than 5) and/or liquor licensed areas. 3. Multiple amusement devices (land/water borne inflatables). 4. Infrastructure build requiring building consent e.g. marquees 5. Pyrotechnics (Fireworks) Examples include; triathlons, large-scale sporting events, music events with stages.	Minimum 3-5 months
High impact event	Events with; <ol style="list-style-type: none"> 1. Significant number of people expected to attend. 2. Road/lane closures, high impact to traffic expected, disruption to parking, site access and public transport. 3. Multiple food vendors and / or liquor licensed areas. 4. Significant infrastructure builds e.g. stages, marquees etc. 5. Multiple event sites and / or days. 6. Motorsport events. 7. Crowd control / security required. 8. Pyrotechnics (Fireworks). Examples include; major sporting events, commercial fares, motorsport events or music events.	Minimum 10 months

Please note; this is a generic list and may not include all event types. Medium and high impact events will be required to apply for a Certificate of Compliance to ensure the event meets the rules under Council's District Plan.

RESOURCE CONSENT

Event organisers must contact a Council Duty Planner to check whether a resource consent is required for your event. Your event will be reviewed to ensure it meets the rules under the District Plan - Temporary Activities rule - 4A.2.4. To speak to a Duty Planner, phone 07 571 8008 or email: Dutyplanner@westernbay.govt.nz.

If a resource consent is required for your event, the Duty Planner will be able to provide you with an application form and guide you through the process.

APPLICATION FORM

1. EVENT NAME:

Event Date/s:

Event Start Time/s:

Event Finish Time/s:

Pack In Date/s:

Pack In Start Time/s:

Pack In Finish Time/s:

Pack Down Date/s:

Pack Down Start Time/s:

Pack Down Finish Time/s:

Alternative Date/s:

Name of reserve/
park/road/street/
footpath:Is your event a **Low** **Medium** **High** impact event?**See page 2 for impact categories**

Expected number of attendees - Participants/Spectators/Patrons/Volunteers/Vendors and Contractors including staff: (approx.)

Site/Venue/Route: Please identify and attach where the event will be located and/or the layout of the event on an aerial map. If on a reserve or park, please also identify any public reserve areas that will be closed to the public during the course of the event unless an entry fee is paid. Exclusive use of a reserve may not be possible or granted. Council's fees and charges for use of Council land may apply. Aerial site maps are available from [MAPL](#) or can be provided on request from the Customer Service Team on 07 571 8008 / 0800 926 732 or customerservice@westernbay.govt.nz

Aerial Site Map - Attached? **Yes** **No**

What is the purpose of your event: i.e. why are you holding it?

Description of activities: What will people be doing at your event? Please attach a copy of your event programme, if applicable.

2. EVENT CONTACT INFORMATION

Event Organiser:

Telephone:

Email:

Contact on the Day:

Cell Phone:

Alternative Contact:

Telephone:

Email:

Postal Address:
(including postcode)

Invoicing Address:
(If different from the postal address, including postcode)

3. SITE WASTE, NOISE AND STRUCTURES

SITE WASTE

The event organiser is responsible for the appropriate removal of all waste from the event location. Council also expects events to offer recycling options to divert waste from landfills. See Terms and Conditions at the back of this application.

Please describe or attach your waste management plan

Waste management company (if applicable):

NOISE

Noise (Amplified): **Yes** **No** Start time/s: Finish time/s:

Live Band Megaphones PA System DJ Other (please describe)

STRUCTURES

Please write quantity and dimensions beside each structure. Please note; marquees over 100m² and platforms or staging over 1.5m require a building consent. Find the application form here: www.westernbay.govt.nz/building-consent-app

Marquees: **Yes** **No**

Stages: **Yes** **No**

Art installations: **Yes** **No**

Number on site:

Grandstand: **Yes** **No**

Number on site:

Sizes:
(m²)

Height:

Sizes:
(m)

Sizes:
(m²)

Other (please describe)

Covered/open:

Scaffolding **Yes** **No**
required:

Scaffolding Contractor:

Structures: continued...

EZI-ups: Yes No		Tables: Yes No	Chairs: Yes No
Number on site:		Barbeques: Yes No	Signage: Yes No
Sizes: m2		Security fencing: Yes No	Other (please describe)
		Crowd control barriers: Yes No	

Mechanical Amusement Equipment: Yes No
 (Merry-go-round, ferris wheel, carousels, mini vehicles, etc.) A permit to operate in the district is required [Click here for more information.](#)

Amusement Inflatable Devices: Yes No
[Click here for more information](#) from WorkSafe on land borne inflatables (bouncy castles) and water borne inflatables (water slides).

4. TRAFFIC / ROADS

Please note: If you tick '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. [Click here for more information.](#)

Use of public roads or footpaths: Yes No
 Does the event make use of or affect traffic movements on any public roads (either for the running of the event itself or for access to the venue by large numbers of participants).

Please describe the purpose of parking restrictions and include the road name/s and time/s of restrictions required, and attach your traffic management plan: (e.g. Parking restrictions on both sides of Church Street from 11am to 4pm on Saturday, 20th March for pedestrian safety).

Road closures: Yes No
 Are you applying to close any roads for your event? A Temporary Road Closure application must be submitted to Council, **60** calendar days prior to the event. [Click here for more information and an application.](#)

Please describe the purpose of road closure including the road name/s and time/s of closure and attach your traffic management plan: (e.g. Closure of High Street (between Low Avenue and Mid Road) from 8am to 1pm on Sunday 11 Feb for starting area of event).

Off-Street Vehicle Access: Yes No
 Please describe the purpose, time required and number of vehicles that will need to have off-street access as part of the event or set-up/pack down.

Parking restrictions: Yes No
 Do you need to restrict on-street parking?

Off-Street Parking: Yes No
 Please identify expected number of participant vehicles, where they will be parked, and what controls will be placed on parking. Include parking in the site map for the event.

Traffic Management company:

Contact name:

5. FOOD, DRINK AND TRADING

Food: Please write the quantity beside each category. All food should be provided in accordance with the Food Act 2014.

Food Vendors (registered):

Food Vendors (unregistered):

Caterers (registered):

Caterers, barbeque or sausage sizzle (unregistered):

6. ALCOHOL

All liquor licenses will require Council's approval and some reserves are subject to the Alcohol ban under the Alcohol Control Bylaw. If you are selling alcohol at your event you must apply for a special liquor license at **least twenty (20) business days** prior to your event.

Suppling: **Yes** **No**

Sold: **Yes** **No**

Trading: **Yes** **No**

7. HAZARDOUS SUBSTANCES, FIREWORKS OR SPECIAL EFFECTS

Describe here the nature, type and scope of activity to be undertaken inclusive of site plan, safety plan and all related material as pertains to [WorkSafe NZ](#).

Company Managing Activity:

Name:

Telephone:

Email:

Handler/Hazardous Substance License:

Fire And Emergency New Zealand approval: **Attached** **Yes** **No**

8. UTILITIES

ELECTRICITY:

I require access to power? **Yes** **No**
Please describe purpose.

I will be using generators: **Yes** **No**
Please provide details including the type and quantity of generator/s you will be using and clearly mark on the aerial site plan.

LIGHTING:

I will be providing additional lighting: **Yes** **No**

TOILETS:

I require access to existing toilets: **Yes** **No**
Subject to availability.

I will be providing portaloos: **Number** **No**
Please provide quantity and mark on aerial site plan.

No of accessible toilets: **Number** **No**

WATER:

I require access to water: **Yes** **No**
Subject to availability. Please describe purpose.

I require access to a water disposal point: **Yes** **No**

9. EMERGENCY SERVICES

Please confirm if you have contacted the below emergency services regarding your event.

Police: **Yes** **No**

Fire: **Yes** **No**

St. Johns Ambulance: **Yes** **No**

10. PUBLIC LIABILITY INSURANCE

Public liability insurance is required for medium to high risk events, to protect the event organiser against claims made by a third party for damage to people or assets. See Terms and Conditions for further details.

Please provide proof of your public liability insurance: (attach a copy of your policy)

Company:

Insured Amount:

Policy Expiry Date:

11. GENERAL

Tickets: Will your event be ticketed?

Yes **Entry Fee** **No**

Sponsorship: Is Western Bay of Plenty District Council sponsoring or assisting with funding your event?

Yes **No**

12. EVENT HEALTH & SAFETY - RISK CONTROL PLAN

A plan is required to identify risks that may arise from the event and how these will effectively be managed. Please provide a detailed written risk plan at least four (4) weeks prior to a medium - large event or two (2) weeks for a small event. This plan must be prepared in accordance with the provisions of the Health and Safety at Work Act 2015. For large events, an E.S.A (Event Safety Audit) Certificate maybe required on request. This plan may be forwarded to WorkSafe NZ for independent appraisal.

Event layout aerial plan provided: **Yes** **No**

An aerial maps are available at [MAPI](#) or can be provided on request from the Customer Service Team at 07 571 8008 / 0800 926 732 or customerservice@westernbay.govt.nz

13. GENERAL

The information collected in this form will be used to ensure the effective facilitation of your event/activity. It may be distributed to other internal and external agencies or for public information as required.

ADDITIONAL NOTES:

14. 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 two (2) weeks prior for a small / low impact event and four (4) weeks prior 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 2013. For more information go to: www.westernbay.govt.nz/waste-reduction-at-events

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. 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.

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 complete a Temporary Road Closure application form at least 60 calendar days prior to the event. This form should be submitted to Westlink who approve these applications on behalf of Council. Under the Transport Regulations 1965, a public notice must be advertised at least 42 calendar days prior to the event to allow for any objections from the public to be received by Council.

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. www.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.

16. 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. A Certificate of Compliance maybe required by the event organiser.

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 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.

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. Aerial Site Plan

The Event Organiser must provide a detailed plan of the event on an aerial map, which includes details of all equipment/facilities associated with the Event, to Council at least 20 Business Days prior to the Event Pack In Date. Aerial plans are available for print from Council's website - online maps - Mapi or can be provided by the Customer Service Team on request on 07 571 8008.

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.

24. Signage

All signage relating to the Event must comply with the all applicable bylaws, policies and Reserve Management Plans.

25. 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. www.boprc.govt.nz

26. TECT All Terrain Park

If the Site is located at TECT All Terrain Park, the Event Organiser must also comply with all applicable Council bylaws, policies and procedures.

27. 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.

28. 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, tortuous, 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.

29. 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.

30. 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 the Event Organiser; and/or
- the Event Organiser being liable for any extra costs incurred.

31. 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.

32. 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.

15. 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 according to the best of my knowledge.
- I have read, understood and agree to abide by Western Bay of Plenty District Council's Terms and Conditions.
- I agree to abide by any additional conditions which Western Bay of Plenty District Council advise in the exercise of its grant of approval of the event.
- I confirm that I am the authorised signatory for the Event Organiser.

Full name:

Title / position:

Date:

Signature:

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Please print, sign, scan and email the form plus attachments to: reservebookings@westernbay.govt.nz

or deliver/post to:

Engineering Systems Technician, Western Bay of Plenty District Council, Barks Corner, 1484 Cameron Road, Greerton, Tauranga 3112 or Private Bag 12803, Tauranga Mail Centre, Tauranga 3143.