



Application and terms for use of Queen's Gardens Park

Completed applications to be submitted along with a copy of the certificate of currency detailing the type of insurance in place for the proposed event. Application and supporting documents can be submitted by reply email or to the following:

Email: QGAO.ParksandBridges@epw.qld.gov.au

Applicant / Licensee information

| | |
|---|--|
| Name of Applicant / Company / Organisation / Charity | |
| ABN / Charity details | |
| Contact name | |
| Address | |
| Mobile and work phone contact details | |
| Email contact details | |
| Event website | |
| Is the applicant a return user to Queen's Gardens Park <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please provide date and name of previous event | |

Public liability insurance certificate of currency details *(Please provide a copy with this application)*

| | |
|-----------------|----------------------|
| Name of insurer | |
| Policy No | Policy date valid to |

Event *(Please use Event particulars page to provide further information where necessary)*

| | |
|--|---|
| 1. Name of event | |
| 2. Day and date of event | |
| 3. Event start time Event finish time | Event bump in time Event bump out time |
| 4. Approximate number of attendees | |

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| 5. Describe the purpose of the event |
| 6. Describe the community benefit associated with the event |
| 7. Will the event be a free event for the public to attend |
| 8. Will the event be ticketed for the public to attend and if ticketed provide the price per ticket |
| 9. Complete the plan in Annexure A with the area required and show the location of marquee / tent / stage / or other structures e.g. size and number of items |
| 10. Provide information on marquee / tent / stage / or other structures e.g. size and number of items (use page 3 as required) |
| 11. Provide details of the planned activities or events (use page 3 as required) |
| 12. Provide details of security arrangements for dealing with the public and the prevention of damage to Queen's Gardens (use page 3 as required) |
| 13. Provide details of what arrangements will be in place to ensure the park is returned to the same condition i.e., rubbish removal, restoration to landscaping and lawn (use page 3 as required) |
| 14. Provide details of the wording that will be on any signs / signage (use page 3 as required) |

Supporting documentation *(Please provide copies of all supporting documentation with this application)*

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|---|
| Notice of Intention to hold a public assembly (including road closure permit) materials: Queensland Police Service and / or Brisbane City Council (as required) |
| Liquor Licence application approval (as required) |
| Risk management plan / event management plan / waste management plan / event sustainability plan (as required) |

Site specific additional requirements *(Contact details will be supplied once application is approved)*

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|---|
| <input type="checkbox"/> Power (240V GPO two options available) <input type="checkbox"/> Potable Water <input type="checkbox"/> Vehicle access through gates / bollards |
| <input type="checkbox"/> Sprinklers required to be deactivated (NB: sprinklers activate approx. 01:00am early morning) |

Event particulars *(Please write the item number you are providing information for)*

AGREED TERMS OF USE

1. LICENCE

- 1.1 The State of Queensland grants and the Licensee accepts a non-exclusive licence over the Licence Area in accordance with this Licence.
- 1.2 The Licensee:
- (a) must only use the Licence Area for the Permitted Use; and
 - (b) the Permitted Use must be consistent with the use of the reserve land for public and garden purposes.
- 1.3 The Licensee acknowledges that the State of Queensland will continue to provide access for the general public to the Park.
- 1.4 This Licence comes into effect when the State of Queensland accepts the Application in writing.

2. NON-EXCLUSIVE OCCUPATION

- 2.1 The licence rights granted to the Licensee under this Licence are exercised in common with the State of Queensland and any persons authorised by the State of Queensland.

3. MAINTENANCE

- 3.1 The Licensee must, during the duration of this Licence:
- (a) maintain and keep the Licence Area in a clean and tidy condition, at its own cost;
 - (b) take all reasonable precautions to avoid damage to the park facilities, safety and health hazards in the Park and the Licence Area;
 - (c) restore and preserve the Licence Area.

If the Licensee fails to comply with clause 3.1, the Licensor may, at the Licensee's cost, take any action required to reinstate Licence Area. The Licensee must reimburse the Licensor on demand for any costs incurred as a result of the Licensee's failure to comply with clause 3.1.

- 3.2 If there is any fault, damage to, or incident in the Licence Area that comes to the knowledge of the Licensee, the Licensee must:
- (a) notify the State of Queensland immediately; and
 - (b) if the fault, damage or incident may affect the safety or security of any person using the Licensee's Infrastructure or the Licence Area, take steps immediately ensure the safety and security of the general public within the Licence Area.

4. PARKING

- 4.1 With the exception of clause 4.3 only, the Licensee must ensure that no vehicles park within the Licence Area or the Park, including on the grass and footpaths. Any vehicles which are parked within the Licence Area or the Park may be removed at the Licensee's expense. If any such vehicles are required to be removed the Licensee must reimburse the State of Queensland on demand for any costs incurred as a result of the removal.
- 4.2 The Licensee must ensure that no vehicles greater than 4.0 tonne gross vehicle mass (GVM) traverses the Licence Area or the Park at any time.
- 4.3 Vehicles up to 4.0 tonne GVM are allowed within the Licence Area for pre-event set up and post event dismantle purposes (referred to as "bump in, bump out"). The Licensee must ensure that the bump in and bump out is carried out as quickly as possible and that the vehicle is within the Licence Area for as short a period as possible and is operated in a safe and reasonable manner.

5. INTERFERENCE WITH SERVICES

- 5.1 Except as otherwise provided in this Licence, the Licensee must not interfere with any services and improvements contained in the Licence Area including lighting infrastructure, monuments and landscaping without first obtaining consent in writing from the State of Queensland.
- 5.2 If the Licensee causes damage to any services, the Licensee must promptly rectify that damage. If the Licensee fails to do so, the State of Queensland may rectify the damage at the Licensee's cost.

6. SIGNS

- 6.1 The Licensee is not permitted to erect, affix, display signs on the Licence Area without the written consent from the State of Queensland. Signs included in the Application that have been approved by the State of Queensland are taken to have approval under this clause.
- 6.2 Where written consent is obtained to erect, affix or display signs on the Licence Area, from the State of Queensland, the Licensee will not erect any sign or advertisement for profit, fee or a commercial purpose.

7. COMPLIANCE WITH LAWS

- 7.1 The Licensee must comply with and observe all Acts of Parliament, local laws, regulations or rules for the time being in force that apply to the Licensee's use of the Licence Area.

8. LICENSEE'S INSURANCE

8.1 The Licensee must obtain and keep in full force and effect, at its sole cost and expense, the following insurance:

(a) Public Risk

Public risk liability insurance applying to all operations of the Licensee and which includes property damage liability, accidental death of or accidental bodily injury to persons, contingent liability and Licensee's legal liability with respect to the use and occupancy of the Licence Area by the Licensee.

(b) Any other insurance required by law or any other policy which, in the State of Queensland's reasonable opinion a prudent licensee would obtain for at least the amounts the State of Queensland reasonably requires.

8.2 The policy for clause 7.1(a) must be written on a comprehensive basis with limits of not less than \$20 million per occurrence.

8.3 On or before the commencement of this Licence, the Licensee must give the State of Queensland certificates evidencing the currency of the policies the Licensee has taken out under this clause 7. Throughout the term of this Licence, the Licensee must pay all insurance premiums for the policies before their due date, not allow any policy to lapse and advise the State of Queensland if an event occurs that would prejudice or give rise to a claim under a policy.

9. INDEMNITY

9.1 The Licensee indemnifies and keeps the State of Queensland indemnified from all Claims that the State of Queensland may incur or become liable for:

(a) in respect of any loss, damage, death or injury to property or person caused by the use or occupation of the Licence Area by the Licensee, except to the extent of any negligent act of the State of Queensland; or

(b) in respect of the failure of the Licensee to observe or perform any of the terms, covenants and conditions contained in this Licence.

The Licensee must pay on demand any amount it must pay under an indemnity in this Licence.

9.2 The State of Queensland indemnifies and keeps the Licensee indemnified from all Claims that the Licensee may incur or become liable for:

(a) in respect of any loss, damage, death or injury to property or person arising, whether directly or indirectly, from any wilful or negligent act or omission of the Licensee, its employees, agents and contractors; or

(b) in respect of the failure of the State of Queensland to observe or perform any of the terms, contained in this Licence.

9.3 The Licensee releases the State of Queensland and agrees that the State of Queensland is not liable for any liability, loss and expenses arising from or incurred in connection with:

(a) anything (including damage, loss, injury and death) unless it is caused by the State of Queensland's negligence (and in the case of damage or loss caused by the State of Queensland's omission or negligence, the State of Queensland is only liable if the Licensee has given the State of Queensland notice of the omission or negligence and the State of Queensland has not, within a reasonable time after receiving that notice, taken steps to rectify that omission or negligence);

(b) the State of Queensland doing anything the State of Queensland is permitted or obliged to do under this Licence

(c) any fault or defect in the construction or state of repair of the Park or any service; and

(d) a service not being available, or being interrupted or broken down, or any part of the Park being broken down.

10. ASSIGNMENT

10.1 This Licence is personal to the Licensee. The Licensee must not assign or attempt to assign this Licence.

11. NO WARRANTY

11.1 The State of Queensland does not warrant that the Licence Area is free from defect or that it is safe or suitable for the Permitted Use. The Licensee and the Licensee's invitees use the Park and the Licence Area entirely at their own risk.

11.2 The State of Queensland will not be liable to the Licensee or the Licensee's invitees for any loss or damage or for any costs, injury or death, which results from the Licensee's use of the Park or any services or property on it, whether owned or provided by the State of Queensland or another person.

11.3 All warranties, conditions, guarantees and terms in relation to the state, quality, fitness or use of the Park or services and of every other kind whether expressed or implied by use, statute or otherwise are excluded, subject to any statutory rights (including under the Australian Consumer Law).

12. NO NUISANCE

12.1 The Licensee must not carry on, permit, or allow any illegal occupation or activity on the Licence Area.

12.2 The Licensee must not do, or permit to be done, anything that may cause a disturbance, or be a nuisance or annoyance to the State of Queensland, or to the adjoining owners or occupiers. The opinion of the State of Queensland, acting reasonably, as to whether any such disturbance, nuisance or annoyance has been, or is being caused, is conclusive.

12.3 For the avoidance of doubt, clause 12.2 includes noise caused or permitting by the Licensee which, in the reasonable opinion of the State of Queensland, may cause a disturbance, or be a nuisance or annoyance to the State of Queensland, or to the adjoining owners or occupiers.

13. LICENSEE'S PROPERTY

13.1 The Licensee must remove the Licensee's Property from the Park before the expiration of the Licence Period.

13.2 Any damage caused by that removal must promptly be repaired by the Licensee at its own expense and the park must be left in good repair and condition.

14. REINSTATEMENT OF PARK

14.1 At the expiry of the permit the Licensee must leave the Park clean, tidy and in good repair and condition.

15. SECURITY

15.1 The Licensee must provide the security arrangements described in item 10 of the Event Particulars.

16. COMMUNITY USE

16.1 The Licensee acknowledges that it is a condition of this Licence that the Licensee holds the Licence so that the Park may be used for the purpose for which it was dedicated as a reserve under the Act, without undue interruption or obstruction.

16.2 In the event the reserve comprising the Park is revoked under the Act then this Licence shall come to an end.

17. SERVICES

17.1 Any electricity or water supplied to the Licence Area is at the Licensee's cost, and the Licensee must reimburse the State of Queensland or the State of Queensland's nominee within 14 days of being advised in writing of the charges for the service.

18. FURTHER ENQUIRIES

18.1 The Licensee acknowledges that the State of Queensland may make such further enquiries as it deems appropriate when deciding whether to grant the Licence. Any information that is obtained as a result of these enquiries shall form part of this application and may be considered by the State of Queensland when deciding whether to grant the Licence.

18.2 The enquiries referred to in clause 18.1 may include reviewing the organisation's website, Facebook page, Twitter feeds and any other publicly available information relating to either the organisation or the proposed event.

19. SECURITY BOND

19.1 As a condition of the grant of the Licence, the State of Queensland may, at its sole discretion, may require the payment of the Security Bond by the Licensee.

19.2 The Security Bond is to be paid to the State of Queensland by bank cheque in favour of "The Department of Energy and Public Works" prior to the date of the event.

19.3 If the Licensee fails to comply with its obligations under the Licence, the State of Queensland may apply so much of the Security Bond as is necessary to rectify the default or pay any expenses incurred as a result of the default.

19.4 Any remaining balance of the Security Bond shall be returned by the State of Queensland to the Licensee within a reasonable period after the expiration of the Licence.

20. ENFORCEMENT

20.1 The Licensee acknowledges that the Licence Terms of Use may be enforced by the State of Queensland, including Queensland Police representatives and State Government Protective Security Service representatives.

21. EFFECT AS DEED

21.1 By signing below, the Licensee acknowledges receipt of the Terms of Use and agrees to abide by them.

21.2 The Licensee acknowledges and agrees that it executes this agreement as a deed.

22. INTERPRETATION

The following words and phrases used in this Licence have the corresponding meaning:

(a) **Act** means the *Land Act 1994*

(b) **Application** means the "Queen's Gardens (Park) Application and Terms of Use" document completed by the Licensee that forms part of this Licence

- (c) **Licence Area** means the area marked on the plan in Annexure A
- (d) **Licence Period** means the period inserted in item 2 of the Event Particulars on the date specified at item 1
- (e) **Licensee** means the person or entity named at "Name of Organisation" in the Application, including its employees, contractors, agents and invitees
- (f) **Licensee's Property** means any property or infrastructure that the Licensee brings onto Queen's Gardens (Park)
- (g) **Park** means Lot 10 on Crown Plan 866932 consisting of a reserve for public and garden purposes and known as Queen's Gardens (Park)
- (h) **Permitted Use** means the community purpose described in item 5 of the Event Particulars and the activities described in item 7 of the Event Particulars
- (i) **Security Bond** means the amount of \$200.00; and
- (j) **State Government Protective Security Service** has the meaning given to it under the State Buildings Protective Security Act 1983 (Qld).

Signature of Licensee (Applicant):

Executed as a deed:

If signed by an authorised representative of the Licensee:

..... signature of representative

..... witness signature

..... full name of representative

..... witness full name

..... position within organisation

Date / /

If signed by a company:

Executed as a deed in accordance with section 127 of the Corporations Act 2001 (Cwth)

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Signature of Director

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Full name of Director

.....

Signature of Director / Secretary

.....

Full name of Director / Secretary

Date / /

ANNEXURE A



North

