

Small Events and Activities in a Public Place Application/Permit

Permit No:

Local Government Act 2019

City of Darwin By-Laws 2023

Applicant Details

Organisation/Group Name:		
Contact Person:		
Postal Address:		
Contact Number:	Phone:	Mobile:
Email:		

Event Details

Before completing this application, please phone City of Darwin on 8930 0300 to book your venue.

For Comprehensive Events, a separate application applies. Please contact City of Darwin's Event Coordinator on 8930 0777 or email events@darwin.nt.gov.au

- **Small** – Under 500 people with light infrastructure such as marquees, jumping castles, BBQ's etc
Examples include – Birthday Parties, Weddings, Information Stalls, Conducting Business, Sporting Events
- **Comprehensive** – Over 500 people, needing traffic control, food and licenced areas, & large infrastructure
Examples include – Activation Events, Rallies, Markets, Festivals, Military/Civic Events and Fun Runs

Event/Activity Name:		
Event/Activity Description:		
Event/Activity Type (e.g. Festival, Birthday, Fun Run etc):		Number of Attendees:
Event/Activity Location/s:		
Date/s and Times:	Bump In Date:	Bump Out Date:
	Event/Activity Date/s:	
	Start Time:	Finish Time:

Fees and Charges

Fees are charged as per the currently endorsed Fees and charges, available on our website.

Alcohol

Will you be introducing any alcohol at your event/activity?

- ☐ No
- ☐ Yes (consuming) – you require a Liquor Consumption Permit to be submitted to NT Police and City of Darwin
- ☐ Yes (selling) – you require a [Special Liquor Licence Application](#) to be submitted to Licencing NT

Operational Requirements

- Do you require access to power? (power may not be available at all locations) ☐ Yes ☐ No
- Do you require access to oval lighting? ☐ Yes ☐ No
- Do you require access to a water tap/s? (water taps may not be available at all locations) ☐ Yes ☐ No
- Do you require access to toilets while using the oval? ☐ Yes ☐ No
- Will you be hiring a jumping castle? (must be hired through an established company and are only permitted in the following parks) ☐ Yes ☐ No
- Garamanak Park, Lyons
 - Holtzerland Park, Malak
 - Nightcliff Foreshore (Area 7), Rapid Creek
 - Robyn Lesley Park, Karama
 - Jingili Water Gardens (Area 2), Jingili
 - Bicentennial Park (Areas 2, 5 & 6), Darwin
- Will your event have a waterslide? (waterslides are only allowed in Jingili Water Gardens (Area 1)) ☐ Yes ☐ No
- Will your event have food vans trading? (vendors must hold a Territory Health Services permit) ☐ Yes ☐ No
- Will your event have catering? (vendors must hold a Territory Health Services permit) ☐ Yes ☐ No
- Will you be filming your event/activity? ☐ Yes ☐ No
- Will you be booking any City of Darwin [Event Equipment or Banners](#)? ☐ Yes ☐ No
- Will you have a fireworks display? ☐ Yes ☐ No
- If yes, please contact [Worksafe NT](#).
- Will your event/activity have a Welcome to Country and/or Smoking Ceremony? ☐ Yes ☐ No
- If yes, please contact [Larrakia Nation](#) to book this service.
- Are you introducing any other infrastructure (e.g. BBQs, marquees)? Please provide details: ☐ Yes ☐ No

Do you require vehicle access in the event location? Please specify any requirements:

☐ Yes ☐ No

Please be aware that Traffic Management may be required for any vehicular access.

Do you require vehicle access in the event location? Please specify any requirements:

☐ Yes ☐ No

Conditions of Use

General Conditions

1. These Conditions of Use apply to small events and activities conducted within City of Darwin-controlled public spaces, including parks, reserves, ovals, gardens and other approved public areas.
2. All events and activities must be conducted in accordance with the approved permit, these Conditions of Use and City of Darwin's current Fees and Charges.
3. The person making the application must be 18 years of age or older and accepts responsibility for the event, participants, activities and use of the approved public space for the duration of the permit.
4. The Hirer must ensure sufficient notice is provided to City of Darwin to allow the application to be assessed and processed prior to the proposed event date.
5. A booking is not considered confirmed until the application has been approved, a permit has been issued by City of Darwin and all applicable fees have been paid in accordance with the permit requirements.
6. An approved permit does not provide the Hirer with exclusive use of the public space unless specifically stated on the permit. The Hirer must ensure that reasonable public access is maintained throughout the event.
7. The permit only authorises activities within the approved City of Darwin-controlled public space and does not provide approval for events or activities conducted on private land or land managed by other authorities.
8. All events and activities must cease by 12:00 midnight unless otherwise specified on the approved permit.

Bookings, Payments and Cancellations

9. All applicable fees relating to the booking must be paid in full prior to the approved event date or the collection of any key(s), whichever occurs first. Where payment has not been received in full, City of Darwin may cancel

the booking or withhold access to the facility or public space.

10. Where key(s) are required, they must be collected by the Hirer or a nominated person aged 18 years or older from the location specified by City of Darwin. The Hirer or nominated person may be required to present a copy of the approved permit and proof of payment before the key(s) are released.
11. Any key(s) provided to the Hirer must be returned to City of Darwin as soon as reasonably practical following the event. Failure to return key(s) may result in City of Darwin recovering any associated replacement, security or access costs from the Hirer.
12. City of Darwin reserves the right to refuse an application or cancel a previously approved booking. Where City of Darwin cancels an approved booking, any applicable fees already paid by the Hirer will be refunded.
13. City of Darwin reserves the right to cancel, suspend or revoke an approved permit where adverse weather conditions, public safety concerns, operational requirements or other circumstances make the event unsuitable to proceed.
14. Requests to cancel or transfer a booking must be provided to City of Darwin in writing at least five business days prior to the approved event date. Where the required notice is not provided, applicable cancellation fees will apply in accordance with City of Darwin's current Fees and Charges.

Cleaning and Protection of Public Spaces

15. The Hirer must ensure the approved public space and any surrounding areas used during the event are left in a clean and tidy condition.
16. The Hirer is responsible for the collection and lawful disposal of all rubbish and litter generated as a result of the event. This includes rubbish produced by

participants, spectators, stallholders, contractors and other persons associated with the event.

17. The Hirer must ensure that:

- all introduced rubbish and litter is collected and removed from the site
- no confetti, cooking oil, fat, grease or similar substances are disposed of on lawns, gardens, pathways or other Council assets
- ice and wastewater are not disposed of onto grass, turf or landscaped areas where they may cause damage
- all equipment, furniture, decorations and temporary infrastructure are removed at the conclusion of the event
- all gardens, lawns, trees, fixtures, facilities and surrounding areas are protected from damage
- any damage or incident is reported to City of Darwin as required under these Conditions of Use.

18. Where an evening event is approved to leave equipment or other materials on site overnight, the Hirer must ensure the area is cleaned and all remaining materials are removed by 10:00 am the following morning, unless otherwise specified on the approved permit.

19. Where the Hirer fails to leave the area in a clean and tidy condition, City of Darwin may undertake the necessary cleaning and recover the associated labour, equipment and other costs from the Hirer in accordance with the current Fees and Charges.

20. The Hirer is responsible for any damage to Council property, including fixtures, gardens, lawns, irrigation systems, trees, pathways, facilities and other infrastructure resulting from the event.

21. Where damage occurs beyond normal wear and tear, City of Darwin may recover the costs of repair or replacement from the Hirer. This may include the forfeiture of all or part of any security deposit paid.

Site Access, Vehicles and Infrastructure

22. The Hirer must ensure that footpaths, shared pathways, roads, vehicle access points, building entrances and other public access areas remain clear and unobstructed unless specific approval has been provided by City of Darwin.

23. The Hirer must maintain safe and reasonable access for pedestrians, cyclists, mobility device users, emergency services and other members of the public throughout the event.

24. The following activities are not permitted without prior written approval from City of Darwin:

- driving or parking vehicles on parks, reserves, ovals or landscaped areas
- installing stakes, pegs or other ground-penetrating equipment into lawns or turf
- attaching decorations, signage, lighting or other infrastructure to trees
- installing or operating generators
- accessing or removing bollards
- installing temporary structures or infrastructure that may affect Council assets or public access.

25. Vehicles must not be driven or parked on any park, reserve, oval or landscaped area without prior approval from City of Darwin. To protect tree roots and prevent soil compaction, vehicles must not enter an area extending twice the diameter of a tree's crown unless specifically authorised by City of Darwin.

26. The Hirer must ensure that any approved temporary infrastructure, equipment or installations are safely positioned, secured and removed within the approved permit period.

27. Any event requiring road closures, traffic management or changes to existing traffic conditions must obtain the relevant approvals prior to the event. Where required, the Hirer must arrange a Public Notice in the NT News at least seven days before the event.

Noise and Amplification

28. The use of music, public address systems, speakers or other amplified sound equipment is not permitted unless prior approval has been provided by City of Darwin.

29. Where amplification is approved, the Hirer must ensure:

- sound levels are kept to a reasonable minimum
- speakers are positioned away from nearby residences, businesses and adjoining traders where practical
- noise does not cause unreasonable disturbance to residents, businesses, other public space users or members of the public
- any additional noise restrictions specified on the approved permit are complied with.

30. City of Darwin reserves the right to require the Hirer to reduce noise levels or cease amplified activities where unreasonable disturbance occurs or the approved conditions are not being met.

Food, Stallholders and Commercial Activities

31. Food must not be sold or supplied where a licence, permit or other approval is required unless the appropriate approval has been obtained from the relevant authority.

32. All food vendors and stallholders must comply with applicable food safety requirements, legislation and any additional conditions imposed by City of Darwin.

33. Stallholders must remain within their allocated area, not exceeding 4 metres by 4 metres unless otherwise approved by City of Darwin.

34. Stallholders and their staff must not approach, petition or solicit members of the public outside their allocated stall area.

Environmental and Special Activity Requirements

35. The Hirer must comply with City of Darwin's applicable Single Use Plastic Policy and make reasonable efforts to use reusable, recyclable or compostable alternatives.

36. Helium balloons and the release of helium balloons are prohibited on City of Darwin-controlled land.

37. The use of confetti is not permitted within City of Darwin-controlled public spaces.

38. Where water slides are approved, the Hirer must ensure that only biodegradable detergents are used.

39. Water slides or inflatable equipment containing pools of standing water are not permitted on City of Darwin-controlled land.

40. Where petting zoos or animal activities are approved, the Hirer must ensure all animal droppings and associated waste are collected and appropriately disposed of before leaving the site.

41. Lake Alexander is a restricted water space. Motorised vehicles and motorised watercraft are not permitted within the lake.

42. The Cenotaph area within Bicentennial Park has a three-metre exclusion zone from the front of the steps. Events conducted at the Cenotaph are restricted to low-

scale, alcohol-free activities and must comply with any additional conditions imposed by City of Darwin.

Safety and Emergency Requirements

43. The Hirer is responsible for taking all reasonable steps to ensure the safety and wellbeing of all persons attending, participating in or working at the event.
44. The Hirer must ensure that all event activities, temporary structures and equipment are operated and maintained in a safe manner and do not create an unreasonable risk to the public or Council property.
45. The Hirer must ensure that all emergency access routes, fire exits, vehicle access points and emergency equipment remain clear and unobstructed at all times.
46. The Hirer is responsible for providing appropriate first aid equipment and arrangements suitable for the nature, size and activities of the event.
47. Where the event involves children, the Hirer must ensure appropriate adult supervision is provided and that any required Working with Children Clearances (Ochre Cards) are held by relevant persons in accordance with applicable legislation.
48. All incidents, injuries, hazards or damage involving City of Darwin property or persons attending the event must be reported to City of Darwin as soon as reasonably practical and no later than close of business on the next business day.
49. Operational issues or emergencies relating to the approved event during business hours should be reported to City of Darwin on **8930 0300**.
50. Issues occurring outside normal business hours should be reported to City of Darwin's contracted After Hours service on **8930 0900**.
51. Where City of Darwin's contracted security provider is required to attend an event as a result of the Hirer's activities or failure to comply with these Conditions of Use, City of Darwin may recover the associated call-out costs from the Hirer.

Insurance and Liability

52. During the period of hire and where required by City of Darwin, the Hirer must maintain public liability insurance for an amount of not less than \$20 million, noting City of Darwin's interest. Exceptions may apply at the discretion of City of Darwin.

53. Where public liability insurance is required, the Hirer must provide evidence of current insurance, including a Certificate of Currency, upon request by City of Darwin.
54. The Hirer is responsible for any loss, damage, injury or other liability arising from or in connection with the event to the extent that the loss, damage, injury or liability is caused or contributed to by the Hirer, their employees, contractors, stallholders, guests or activities.
55. Where required by City of Darwin, the Hirer must indemnify City of Darwin against claims, losses, damages, costs or expenses arising from the event, subject to applicable law.
56. The Hirer is responsible for any personal property, equipment or other items brought into or left within the approved event area. City of Darwin accepts no responsibility for loss, theft, damage or deterioration of such items, except to the extent that liability cannot lawfully be excluded.

City of Darwin Support and Recognition

57. Where City of Darwin provides financial or in-kind support to an event, including the waiver or reduction of fees, the Hirer must provide appropriate acknowledgement of City of Darwin's contribution in accordance with any conditions attached to the support.

Compliance

58. The Hirer must comply with these Conditions of Use, the approved permit and any additional conditions imposed by City of Darwin in relation to the event.
59. The Hirer must comply with any lawful direction issued by an authorised City of Darwin officer relating to public safety, protection of Council assets, site access or compliance with the approved permit.
60. City of Darwin reserves the right to vary, suspend or revoke an approved permit where the Hirer fails to comply with these Conditions of Use or where public safety, environmental, operational or other reasonable concerns arise.
61. Failure to comply with these Conditions of Use may result in additional costs being recovered from the Hirer, cancellation of the approved permit and/or the Hirer being refused approval for future events or activities within City of Darwin-controlled public spaces.

Lodgement Details – All applications require a minimum 5 business days' notice.

Post: Customer Service
City of Darwin
GPO Box 84
DARWIN NT 0801

Hand Delivery: Customer Service
Civic Centre
17 Harry Chan Avenue
DARWIN NT 0800

Fax: (08) 8930 0311

Email: darwin@darwin.nt.gov.au

Declaration

I have read and understood the Terms and Conditions and undertake to abide by and comply with all of the conditions included in this Application, and any special conditions of approval, which Council may impose as part of the issued Permit.

Full Name:		
Signature:		Date:

Approving Officer:		
Officer Signature:		Date:

Additional Conditions/Comments (Office Use Only)

Office Use Only – Invoice Request

Description:	Budget Number:	GST Code:	\$ Amount:	Total Invoice Amount:
Parks	05.222039.580.601	21		
Ovals	W900253.8010.719	21		
Mall/Stall Holder	W900260.8010.719	21		
Outdoor Fitness Classes	W900310.8011.551	21		

Privacy Statement

City of Darwin collects personal information for the purpose of administering your request and carrying out Council's functions. The Local Government Act 2019 authorises City of Darwin to collect this information.

Your personal information will only be used for the purposes for which it was collected and will be handled in accordance with the Information Act 2002 (NT) and City of Darwin's Privacy Policy and Privacy Statement. Where permitted or required by law, City of Darwin may disclose your information to a third party.

You may request access to the personal information City of Darwin holds about you. If you choose not to provide the information requested, City of Darwin may be unable to process or complete your request.

Council's Privacy Statement is available from City of Darwin, Harry Chan Avenue, Darwin, or on the City of Darwin website.