



RESERVE PERMIT APPLICATION

Schedule 1:

APPLICATION DETAILS

Submission Date:

Type:

Other?

Description:

Include context and details

CONTACT

Contact Name:

Mobile:

Alternative Contact:

Mobile:

Email Address:

Region:

INVOICE DETAILS

If same as above leave blank and include Billing Address.

Name / Company:

Attn:

Phone Number:

Email:

Billing Address:

LOCATION DETAILS

Reserve and Proposal:
Provide detailed description and attach a Site Map which clearly identifies the proposed layout and use of the Reserve.

Site maps can be submitted using [QLDC GIS map](#) [Click Here](#) OR [Google Maps Satellite View](#)

Access & Facility Requirements:
Eg. Gates, Keys, Bollards, Toilets, Shelters, BBQ's

Parking:
Number and type of vehicles. If Parking within permitted area please include a map with layout.

Note: If **Temporary Parking Permits** are required please [click here to apply](#)

FURTHER DETAILS

Number of Persons using
Permitted area & Role:
Eg. Staff, Competitors etc.

Start Date:
Inc set up

Start Time:

Finish Date:

Departure Time:
After pack down

Weather cover Dates/ Times:
*Please include possible dates and
times for weather cover.*

Details of Equipment /
Structures:
*Eg. Crowd Barriers, scaffolding,
marquees.*

Please Note: **Any penetration to the ground** must be accompanied by a *Before You Dig* Report

Sound:
*Eg. Amplified sound or Loud
Noises.*

Security:
*Provide details of any
proposed Security.*

Waste Management:
*Provide details of how waste
will be managed and removed
from the Reserve.*

Food and Alcohol:
*Provide details of food/
beverages which will be served
within the Reserve.*

**Consultation & Affected
Persons:** *Refer to Clause 23. Eg.
Harbour Master, LINZ, DOC, Local
Business, Private land owners.
Please attach any relevant
documentation or
communication.*



Completed Application form



Location Map showing set up and parking arrangements



Valid Insurance Certificates (Refer to Clause 20)



Health and Safety Plan (Including Covid-19 consideration)



Consultation Documentation



TMP (If Applicable)

LIABILITY FOR PAYMENT – Please note that by signing and lodging this application form you are acknowledging that the contact details in the invoicing section are responsible for payment of invoice/s and in addition will be liable to pay all costs and expenses of debt recovery and/or legal costs incurred by QLDC related to the enforcement of any debt.

Fee information can be found on page 19 of the [Community Facilities Funding Policy - January 2019](#)

All applications are to be lodged to services@qldc.govt.nz

Email titled: **RESERVE PERMIT - (followed by APPLICATION NAME)**

PAYMENT

Office Use Only:

Applicable Fee:

Reference:

Bond Amount Required:

Has a bond form been lodged?

Yes

No

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PRIVACY INFORMATION

The information you have provided on this form is required so that your application can be processed. The information and application documents will be stored on a public register and may be made available to the public on request or on the Council's websites.

Office Use Only:

APPLICANT DECLARATION

The Council relies on the information contained in this application being complete and accurate. The Applicant must take all reasonable steps to ensure that it is complete and accurate and accepts responsibility for information in this application being so.

If lodging this application as the Applicant:

I/we hereby represent and warrant that I am/we are aware of all of my/our obligations arising under this application including, in particular but without limitation, my/our obligation to pay all fees and administrative charges (including debt recovery and legal expenses) payable under this application as referred to in the QLDC Community Facility Funding Policy 2019

OR:

If lodging this application as agent of the Applicant:

I/we hereby represent and warrant that I am/we are authorised to act as agent of the Applicant in respect of the completion and lodging of this application and that the Applicant is aware of all of his/ her/its obligations arising under this application including, in particular but without limitation, his/her/ its obligation to pay all fees and administrative charges (including debt recovery and legal expenses) payable under this application as referred to in the QLDC Community Facility Funding Policy 2019

Signed (by or as authorised agent of the Applicant) **

Full name

Date

***If this form is being completed on-line you may not be able, or required, to sign this form and the on-line lodgement will be treated as confirmation of your acknowledgement and acceptance of responsibilities and liabilities and that you have made the above representations, warranties and certification.*

Schedule 2:

RULES AND CONDITIONS

NOTE: The applicant is responsible for adhering to all the following conditions unless they are applying on behalf of a production company. If the applicant is applying on behalf of a production company then that company is responsible for ensuring all the conditions below are adhered to.

- 1/ **Reserves Act 1977:** This permit is granted in accordance with section 54(1)(d) of the Reserves Act 1977 [or section 56(1)(b) in the case of a scenic reserve] and is subject to the restrictions set out in that Act (including but not limited to the provisions in Schedule 1).
- 2/ **No Transfer:** This permit is not transferable and must be produced on demand. Proof of identity may be required of the Applicant producing the Permit.
- 3/ **Permitted Area:** The Applicant shall only be entitled to use the Permitted Area and shall not be permitted to use any other part of the Reserve,
- 4/ **Use:** The Applicant's use of the Permitted Area shall be restricted to the specific details in Schedule 1. The Applicant shall immediately inform the Council of any proposed change to the details recorded at Schedule 1. Council retains the right to cancel this Permit should the notified changes result in substantial alteration to the details (in the opinion of the Council).
- 5/ **Water based activities:** This Permit does not allow the Applicant to carry out any water based activities from the Permitted Area unless specifically stated and also approved by Council and the Harbourmaster.
- 6/ **Fires:** The Applicant must not light any fires or carry out any other activity which could be considered a fire risk on the Permitted Area or the Reserve.
- 7/ **Council:** The Applicant shall discuss its use of the Permitted Area with Council before accessing the Permitted Area. A site visit may be requested by the Council.
- 8/ **Barriers:** Where the Council deems it necessary, the Applicant shall provide all barriers, fencing, and the like (which shall be free-standing) necessary for cordoning off the Permitted Area.
- 9/ **Structures:** Where expressly agreed under this permit, the applicant may erect a tent or marquee provided it is appropriately weighted down with sandbags or similar securing methods that do not require penetration into the land. Should pegs, stakes (or similar) be required be required to affix the structure, it is the responsibility of the applicant to diligently check for underlying service infrastructure before it is erected. The applicant shall also be responsible for any repairs required as a consequence of any damage to either the reserve or the underlying service infrastructure.
- 10/ **Nuisance:** The Applicant shall not create any nuisance from its activities on the Permitted Area and shall immediately cease any activity which could be considered a nuisance (in the opinion of the Council) upon request by the Council. The Applicant shall not bring the reputation of the Council into question as a result of its activities on the Permitted Area.
- 11/ **Noise:** The Applicant shall comply with the decibel levels set out in the Queenstown Lakes District Council District Plan. If noise complaints are received then noise levels shall be reduced.
- 12/ **Directions:** The Applicant shall comply with all reasonable instructions given by the Council or the Council at any time.
- 13/ **Rubbish:** The Applicant shall collect and dispose of all rubbish and litter resulting from the use of the Permitted Area. If the Applicant fails to collect and dispose of all rubbish and litter by the expiry of this Permit then the Council shall be entitled to have the rubbish and litter removed and the cost of removal is to be borne by the Applicant, either by deduction from the Applicant's credit card (up to a maximum of the Bond Amount) or payment direct from the Applicant.
- 14/ **Damage:** The Applicant shall be responsible for any damage done to the Permitted Area, the Reserve and any associated structures, such as BBQ, toilet blocks, trees, shrubs, turf, play equipment, seating, picnic tables and flower beds. The Applicant shall be responsible for completing all repairs at its cost required to the Permitted Area, the Reserve and the structures within two days of being advised of those repairs by the Council.
- 15/ **Failure to repair:** If, after two days of being advised of the repairs, the damage is not repaired to the satisfaction of the Council and no acceptable reason for the delay in effecting such repairs is given by the Applicant, the Council will arrange for repairs to be carried out at the expense of the Applicant and the Council may deduct from the Applicant's credit card all costs incurred to cover those repairs up to a maximum of the Bond Amount.
- 16/ **Health and Safety:** The Applicant shall ensure that all persons present at the Location during the term of this Permit comply with the Health and Safety at Work Act 2015 (HSWA) or any legislation passed in substitution of that Act. The Council considers the Applicant to be in control of the Location during the term of this Permit and the Applicant shall take all practical steps to prevent any harm occurring. The Applicant is responsible for the safety of all users of the Location during the term of this Permit. An audit may be carried out by Council at any time during the term of this Permit to ensure compliance with the HSWA.
 - (a) Notify the Council of any situation, occurrence, activity or event at the site, which may endanger the health and safety of occupants, workers or the public;
 - (b) Take all reasonably practicable steps to eliminate, or if not possible, minimise any risks/hazards, and to manage risks/hazards and protect the health and safety of all persons present at the site; and
 - (c) Record and report to the Council all notifiable events occurring on, or resulting from, the workplace, as soon as reasonably practicable and forward an investigation report with subsequent corrective actions identified
- 17/ **Hazards:** Hazards may be present at the Permitted Area or the Reserve or may arise as a result of the Applicant's activities on the Permitted Area. The Applicant shall, prior to entering the Permitted Area, identify and notify the Council of all hazards identified and the procedures to be put in place by the Applicant to prevent/isolate such hazards. Where accidents, incidents or near misses occur on the Permitted Area or the Reserve the Applicant will immediately notify the Council and advise the procedures that are being put in place to prevent further similar events.

- 18/ **Public:** The Applicant shall ensure that public access to the Reserve outside of the Permitted Area is maintained.
- 19/ **Consents:** This permit is not a consent under any other statute, regulation or bylaw affecting the Reserve or its use, and the Applicant shall prior to using this Permit obtain all necessary consents, licences and other permits necessary to allow it to use the Permitted Area for the purposes stated herein. In the event that the Applicant fails to hold such valid consent, licence or permit, then the operation of this Permit shall be suspended until such time as the Applicant holds such valid consent, licence or permit and the Applicant will vacate the Permitted Area during such suspension.
- 20/ **Insurance:** The Applicant shall obtain Public Liability (inclusive of exemplary and pecuniary damages) in the sum of \$2,000,000.00 for any one accident whereby the Council shall be indemnified against all actions, suits, claims, demands, proceedings, losses, damages, compensatory sums of money, costs, charges and expenses for which the Council shall or may be liable. A copy of this policy shall be provided and approved by Council prior to this Permit being approved by Council.
- 21/ **Indemnity:** The Applicant shall keep the Council indemnified against all claims, actions, losses, and expenses of any nature which the Council may suffer or incur or for which the Council may become liable in respect of:
- (d) the negligent or careless use or misuse by the Applicant or persons under the control of the Applicant of the Permitted Area or the Reserve;
 - (e) any accident or damage to property or any person arising from any occurrence in or near the Permitted Area or the Reserve wholly or in part by reason of any act or omission by the Applicant or persons under the control of the Applicant; and
 - (f) anything otherwise arising directly or indirectly from the use of the Permitted Area by the Applicant.
- 22/ **Risk:** Council shall have no liability whatsoever for the actions of the Applicant pursuant to the granting of this Permit and the Applicant acknowledges that the Applicant occupies the Permitted Area at its own risk in all things.
- 23/ **Suspension:** If the Council is not satisfied that the Applicant is complying with its obligations under this Permit then it may temporarily suspend this Permit for such period of time until the Council decides that the Applicant is complying with its obligations. The Applicant shall cease all activities on the Permitted Area during any period of suspension.
- 24/ **Restricted access:** If due to any fire, storm, earthquake, emergency or disaster, whether man-made or not, or for any other reason the Permitted Area is not available for use by the Applicant, the Council's liability under this Permit is limited to refunding the Fee to the Applicant.
- 25/ **Regulatory function:** Nothing in this Permit shall be read as limiting or otherwise affecting the proper and valid undertaking or exercise of any regulatory or statutory power or function by the Council or any part of its operations.
- 26/ **Right to deduct:** The Council shall be entitled to deduct from the Applicant's credit card any costs incurred in remedying any breach of the terms of this Permit and/or the provisions of the Reserves Act 1977 by the Applicant up to a maximum of the Bond Amount. This is without prejudice to the Council's right to exercise any other remedy available to it at law (including but not limited to the right to enforce penalties for offences committed under the Reserves Act 1977).
- 27/ **No binding contract:** The Council shall not be obliged to grant this Permit until such time as:
- (a) it receives the fully completed and executed Permit from the Applicant; and
 - (b) the terms of the Permit are approved by Council (in its sole discretion).
- 28/ **Bond Credit Card Authorisation Form:** If required by Council, The Applicant shall complete and sign the Bond Credit Card Authorisation Form annexed to this Permit prior to submitting this Permit to Council for approval. By entering into this Permit and the Bond Credit Card Authorisation Form, the Applicant expressly and irrevocably authorises Council to deduct all amounts payable by the Applicant, and all costs incurred by Council, under this Permit (including but not limited to those charges specified in conditions 13 and 14) from the Applicant's Credit Card, up to a maximum of the Bond Amount noted above.

QLDC CONCLUSION Office Use Only

It is important the Applicant reviews and obides by all special conditions upon the conclusion of this application. **QLDC's decision is final**

Approved

Declined

Approved on behalf of QLDC:

Date:

Full name

Position