

Event Application

Please read the Event Guidelines prior to completing this application. The Event Guidelines are effectively Terms and Conditions of the event should the event proceed.

To ensure the success of your event, Event Applications must be received within the timeframes specified in the Guidelines. If your proposed event falls outside of those timelines, please contact Council's Event Team (barossaevents@barossa.sa.gov.au) to discuss whether your application can be accepted.

Please note: The submission of an Event Application does not imply that the Event is confirmed – it is a registration of interest only. An Event Application must be completed for all events, including those that occur on an annual basis.

1. Event Details

Event name:

Venue:

Booking Number: *(office use only)*

Event date:
(include end date if multiple days)

Event start time:
(include bump in time)

Event finish time:
(include bump out time)

2. Applicant Details

Company/organisation name:

Contact name:

Position:

Address:

ABN number:

Email address:

Mobile number:

3. Application Checklist

The category of your event, (refer to Event Guidelines), will determine the number of supporting documents on the checklist below that you will need to submit if your event meets any of the following criteria.

- Copy of your Certificate of Currency for Public Liability Insurance (minimum \$20 million)
- Risk Management Assessment
- Emergency Management Plan (notify Emergency Services)
- Detailed Site Plan including but not limited to; stall holder locations / entry and exit points / first aid locations / emergency exits / accessibility parking / amusements / stage locations / Toilet locations.
- Compliant Liquor License and Food Business certificates
- Temporary Food Notification form
- Security details
- Traffic Management Plan
- Waste management Plan / additional Waste management requirements including additional toilets.
- Evidence of Resident / Business Notification letter
- A copy of any approvals from other organisations
- Public Notification

- Emergency Evacuation Plan
- Signed Terms and Conditions
- Crowded Place Assessment – (SAPOL)
- A copy of your SafeWork SA Public Events Assessment Checklist

4. Event Overview

Type of event: ☐ Free Community Event ☐ Ticketed Event ☐ Private Event

Anticipated attendance: **Is this expected to be:** ☐ 'One off' event ☐ Recurring event

Event description:

5. Event Infrastructure

- All structures need to be weighted as use of **pegs (pegging) is not permitted** under any circumstances.
- You will be required to provide a copy of the organisation's Public Liability Insurance (minimum \$20 million) to Council's Events team.

Will you be installing marquees, tents, or stalls?

☐ Yes

☐ No

Number: Name of contractor supplying/installing:

Will you be installing any staging?

☐ Yes

☐ No

Size: Name of contractor supplying/installing:

Will you be installing any inflatable structures/ jumping castles?

☐ Yes

☐ No

Size: Name of contractor supplying/installing:

6. Vehicle Access

- Permission is granted for **light vehicles** to access the event site for the specific purpose of conveying goods and equipment – unloading and loading only.
- The only vehicles to access the event site are those that are physically **required**, such as catering vans and food trucks.

Do you require vehicle access for the purpose of loading / unloading equipment?

☐ Yes

☐ No

Will any essential vehicles remain on the event site?

☐ Yes

☐ No

Number: Purpose:

7. Entertainment

- If your event includes amplified music or entertainment, a Council approved resident and business notification will need to be distributed at least (4) weeks prior to the event and again at (1) week before the event to affected businesses and residents.

Will you have a public address system or amplified music?

☐ Yes

☐ No

Sound check / rehearsal times:

Times of use:

8. Alcohol

- A Short-Term Liquor License is required if the service or supply of liquor is intended as part of your event.

Will alcohol be available at your event?

☐ Yes

☐ No

Will the consumption area be fully fenced?

☐ Yes

☐ No

What will you be serving it in?

☐ Glass

☐ Shatterproof plastic

How many licensed security guards will you be engaging:
Name of security company:

9. Food

- It is your responsibility to ensure that all food and beverage vendors comply with food safety practices.
- If required, please provide a separate list of stallholders providing food.

Will food be sold and/or provided by a caterer or Event Organiser?	☐ Yes	☐ No
Food Business Number (FBN):		
Description:		

10. Amusement Rides

- Amusement devices must not be used or operated unless a current certificate of registration is issued by SafeWork SA. Ensure that your safety officer has checked the SafeWork SA registration number against the equipment on the day of your event.
- You will be required to provide a copy of the organisation's Public Liability Insurance (minimum \$20 million).

Will there be amusement devices?	☐ Yes	☐ No
Description:	Contractor supplying/installing:	
Description:	Contractor supplying/installing:	
Description:	Contractor supplying/installing:	

11. Power & Generators

Will you be using any electrical equipment at your event?	☐ Yes	☐ No
All electrical equipment must be tagged and tested, and proof of this is available.		
Will you be providing generators?	☐ Yes	☐ No
How many:	Who will be supplying the generators:	

12. First Aid

- Events must have First Aid in attendance.

Provide details:

13. Toilets

- It is the event Organiser's responsibility to provide adequate toilet facilities to event patrons and the public, and to maintain these toilets in a clean and stocked condition for the duration of the event.
- Refer to Toilet facilities, page 16 of *the Event Guidelines* for recommended portable toilet numbers.

Will you be providing additional toilet facilities?	☐ Yes	☐ No
Number of male toilets:	Number of female toilets:	Number of Accessible toilets (Unisex):

Contractor supplying / installing		
Do you require Council toilet facilities to remain open beyond 8pm?	☐ Yes	☐ No
If yes, what time do you require access until:		

14. Waste Management

Council can supply bins for events with up to 1,000 people in attendance. Private Event Organisers will acquire a fee for extra bins to be provided. Events with anticipated attendance greater than 1,000 will need to engage an external waste management contractor to supply bins and manage waste disposal to Council's required standard.

Do you require Council to supply bins for your event?			☐ Yes	☐ No
If yes, please indicate how many you require:	☐ 101-300 attendees (9 bins)	☐ 301-500 attendees (15 bins)	☐ 501-1,000 attendees (up to 30 bins)	
If No, will you be engaging a waste management contractor?			☐ Yes	☐ No
Name of contractor:		Details:		
If No, what measures will you have in place to manage waste and maximise recycling? (Please detail below).				

15. Traffic & Road Closures

- Temporary road closures have specific times of operation and conditions and will be implemented in accordance with legislative requirements. Fees may be at the expense of the Event Organiser.
- If your event involves a road closure or changes to local traffic conditions, an approved resident and business notification will need to be distributed a minimum of one week prior to the event to the affected residents and businesses.
- Please include maps that are indicative of the requested traffic alterations
- **Applications for Road Closures must be submitted to Council at least 3 months prior to your event.**

Do you require a road closure?	☐ Yes	☐ No
Do you require speed restrictions?	☐ Yes	☐ No
Do you require any temporary parking restrictions surrounding your event?	☐ Yes	☐ No
Road Closure Details:		
Speed Restriction details:		

Temporary Parking Restrictions:**16. Signage and promotion**

- If your event is tourism related and you wish to attract visitors and locals to attend, please contact the Barossa Visitor Centre to assist you with promotion and a listing on the Australian Tourism Data warehouse.

Do you intend to display any signage or promotional material within The Barossa Council?

Please refer to Council's Signage Policy

☐ Yes☐ No

Provide details:

17. Special Requests

- Council's Event Team will manage all special requests on a case-by-case basis and will liaise with the relevant Council Departments to seek approval of such activities.

Do you have any special requests not previously mentioned in this form?☐ Yes☐ No

If YES, provide details:

18. Events Insurance

- Council requires the Event Organiser to have Public Liability Insurance to a minimum value of \$20 million in the legal organisation name or governing body.
- You are responsible for the safety of the event participants and spectators at all times. Council will not accept liability for any personal injury, loss or damage that may occur to participants or third parties or their property because of staging an event.

Do you have current Public Liability Insurance for a minimum of \$20 million?☐ Yes☐ No**I have attached a copy of my Certificate of Currency?**☐ Yes☐ No**19. Applicant Declaration**

I declare that all the information in the Event application is to the best of my knowledge, true and correct. I also understand that if the information is incomplete, more information may be requested, and the application may be delayed or rejected. I acknowledge that if the information provided is misleading, any approval granted may be void and any costs incurred by Council will be recovered. I understand that once I have submitted this application, hire fees and a refundable bond may be payable.

Name:

Signature:

Date:

Event Terms and Conditions

DEFINITIONS:

Event Team	The Council officer, contractor, or volunteer responsible for the booking of management of a Council Facility.
Event Organiser	The authorised individual or representative of the organisation conducting the event as nominated on the Event Application.
Event Participant/s	Stallholders - including but not limited to food, beverages or entertainment providers involved in events organised by Event Organisers. Event Participants will be required to take out Public Liability Insurance cover to \$20,000,000 (unless a higher value is determined by Officers via a risk assessment)
Event Application	Document required to be completed by Event Organisers to conduct an Event in the Barossa Council region.
Event Approval	A document acknowledging all processes to conduct an event have been undertaken, and Council has granted permission.
Bond	A payment by the Event Organiser that provides a contingency to mitigate the financial burden of damage to a Council Facility caused by the event.
Commercial	An organisation, including an incorporated body, co-operative society, partnership, or sole trader.
Community Facilities	Council owned or managed buildings (e.g., clubrooms, halls, community centres) and playing areas (such as an oval, pitch, court, bowling green) that are provided to benefit the community. It also includes community facilities located on Crown Land under the care, control, and management of Council
Council Land	Land which is either owned by Council or under Council's care and control, and includes council-maintained roads
Not for Profit & Community Organisations	Are incorporated associations whose primary objective is service to the community rather than profit. Organisations wishing to have their Not-for-Profit status recognised must be a registered not for profit entity with the Australian Charities and Not-for-profits Commission (ACNC)
Act	<i>Local Government Act 1999</i>
In Kind	In kind refers to an arrangement where Council forgoes revenue for which they normally would charge a fee, or allocate existing internal resources which would be used for other activities
Remediation	The action of fixing Council infrastructure, in particular the reversal of damage, which will be charged to the Event Organiser.
Subsidies	A sum of money or percentage granted by The Barossa Council to help an organisation that meets the Council's criteria to receive a discount on the hire of a Council facility / venue / grounds.

CONDITIONS OF HIRE

This document sets out the general terms and conditions of conducting an Event. Any breach of these terms and conditions by an Event Organiser will constitute a breach of the Event Organiser's Event, and the Council will act accordingly.

1. GENERAL

- 1.1 To apply to hold an event within The Barossa Council, the Event Organiser must complete an Event Application Form.
- 1.2 Event Applications must be submitted at least 6 to 3 months prior or at the discretion of Council.
- 1.3 The submission of the Event Application does not imply that the booking is confirmed; it is a registration of interest only.
- 1.4 Approval for an event is only final once the Event Application has been received by Council, and approval has been provided.
- 1.5 The Event Approval is non-transferable and is valid for the date and time specified.
- 1.6 Failure to submit the required documentation by the deadlines and make full payment of all fees will result in the cancellation of the Event Approval.
- 1.7 Council will not accept any liability for loss, damage, or any financial consequences because of the Event Approval being

cancelled or revoked.

- 1.8 The Event Organiser will not prevent other people from using other areas surrounding the approved event site.
- 1.9 The Event Organiser shall comply with and give all notices required by any Legislation, Regulation or By-Law relating to the activity. Participants agree to comply with the *Food Act of 2001* and *Food Safety Standards*, *The Liquor Licensing Act 1997*, the *Fire and Emergency Services Act 2005* and the *Work Health and Safety Act 2012*.

2. INDEMINITY AND RELEASE

- 2.1 The Event Organiser agrees to identify and keep indemnified Council, its employees and/or agents from and against all actions, costs, claims damages, charges, demands and expenses whatsoever which may be brought or made or claimed against them arising out of, or in connection with the Event Organiser's Event and hire of the Council facility.
- 2.2 Event Application assessments are guided by the Council's Event Management Policy. Council will not authorise, support, and deliver or host events that:
 - 2.2.1 Are financially unsustainable.
 - 2.2.2 Does not promote tobacco or gambling.
 - 2.2.3 Does not comply with local, state, and federal laws and regulations, such as noise ordinances, alcohol licensing, health and safety standards, and zoning restrictions.
 - 2.2.4 Does not have appropriate licenses and insurance coverage.
 - 2.2.5 Threaten the environment.
 - 2.2.6 Have the potential for an adverse impact on the brand of the Barossa and the broader region.
 - 2.2.7 Are not consistent with the objectives outlined in The Barossa Council's Community and Corporate Plan.
 - 2.2.8 Are culturally and ethically insensitive: Events should respect cultural, ethical, and social sensitivities. This might restrict content, themes, or activities that could be considered offensive or inappropriate.
 - 2.2.9 Does not align with Council branding. If an event is sponsored, there may be restrictions on branding, promotion, or affiliations with specific companies or organisation.
 - 2.2.10 Pose an unacceptable risk to the community or Council workers.

3. INSURANCES

3.1 PUBLIC LIABILITY INSURANCE

Council requires the Event Organiser to have Public Liability Insurance to a minimum value of twenty million (\$20,000,000) dollars in the legal organisation name or governing body. The Event Organiser must ensure that the insurance provides coverage for the specific event location. All events must list The Barossa Council as in interested party on their insurance policy, (this is always not possible; however, it is recommended). Council will not accept liability for any personal injury, loss or damage that may occur to participants or third parties or their property as result of staging an event. A copy of current Public Liability Insurance Certificate of Currency must accompany the application, and final approval will not be given until it is received.

3.2 LIMITS ON COUNCIL'S LIABILITY

The Event Organiser agrees to indemnify and to keep indemnified the Council, its servants, and agents and each of them from and against all actions, costs, claims, charges, and expenses whatsoever which, may be brought or made or claimed against them or any of them arising out of or in relation to the issuing of an approval to conduct an event on property under the care and management of Council. The Barossa Council is not responsible for any loss of or damage to any fixtures, fittings or personal property of the Event Organiser or event attendees.

3.3 EVENT ORGANISER'S RESPONSIBILITIES

Event Organisers are responsible for the safety of event participants and spectators. Council will not accept liability for any personal injury, loss or damage that may occur to participants or third parties or their property because of staging an event. The Event Organiser is responsible for ensuring all conditions are met by staff, contractors and/or any other party.

The Event Organiser will be responsible for submitting an Event Application with supporting documents within the specified timeframes as mentioned in the relevant Event Guidelines.

4. OPERATIONAL REQUIREMENTS

4.1 SITE INDUCTIONS

The Event Organiser should make sure that all employees, stallholders, contractors, and volunteers have had a site induction either prior to the event or prior to their shift.

4.2 RISK MANAGEMENT PLAN

A detailed risk management plan for the specific event/activity in relation to the event must be provided to The Barossa Council's Event Team.

4.3 EVENT SITE MAPS

A detailed site map must be provided as an attachment to the Event Application.

4.4 PRE- AND POST-EVENT SITE INSPECTIONS AND REMEDIATION

Events will require a pre-event site inspection and post-site inspection.

Any applicable remediation charges will be payable by the Event Organiser

4.5 NOTIFICATION OF EVENT

The Event Organiser is responsible for advising all emergency service organisations about their event.

Council approved notifications to surrounding residents and business must be delivered by the Event Organiser a minimum of four (4) weeks prior to the event and again at one (1) week prior to the event to the surrounding/affected residents and businesses. Please inform the Event's Team once completed.

5. SAFETY AND LICENSING

5.1 INFRASTRUCTURE

All non-fixed items, (umbrellas, displays, signage etc) must be suitably anchored (**note pegging is not permitted**) to prevent 'wind lift off' and will be in safe condition.

5.2 LIQUOR LICENCE

A Liquor Licence is required if services or supply of liquor is intended as part of the event.

Additional restrictions could apply.

5.3 SECURITY

It is the Event Organiser's responsibility to engage in security services when event infrastructure and/or equipment remains on site overnight or as part of the approved Liquor Licence and is a prerequisite for approval.

5.4 AMUSEMENT STRUCTURES

Amusement structures are only permitted at public events within The Barossa Council with Council approval.

5.5 PYROTECHNIC DISPLAYS ASSOCIATED WITH APPROVED EVENTS

Requests to hold fireworks displays at approved events within The Barossa Council will be assessed on a case-by-case basis. A request will not be considered unless the display is being conducted by a licensed pyrotechnician.

6. CLEANING AND WASTE MANAGEMENT

6.1 PROVISION OF TOILETS

The Event Organiser should provide an appropriate number of portable toilets to cater for the needs of the expected number of participants and spectators

Portable Toilets should be delivered to the approved site pre-filled with water and must be regularly cleaned, hygienic and stocked with relevant items for the duration of the event.

If using Council toilets, Event Organiser's must leave the toilets in a clean and tidy state. If Council is required to undertake additional cleaning of the toilets following an event, the Event Organiser may be charged.

6.2 WASTE MANAGEMENT

Events should include a waste management compound on or adjacent to the site for larger skip bins to be set up. The area must be surrounded by temporary fencing covered in black plastic or hessian to shield the area from the public for aesthetic and safety reasons.

Any wastewater generated during the event must be disposed of through sullage via a waste contractor. Do not dispose of wastewater on Council Land.

Additional waste management can be provided by Council (fees will apply).

6.3 VACATING THE SITE

The event site must be left in a clean and tidy condition. The Event Organiser must ensure there is no damage to any area of the event site, failure to do so will entitle Council to employ the necessary labor to clean up the site, all associated costs will be recovered from the Event Organiser. The cost of repair of damage to infrastructure directly caused by failure to clean up following the event will be recovered from the Event Organiser.

7. ROAD CLOSURES AND TRAFFIC MANAGEMENT

7.1 VEHICLE ACCESS

The Event Organiser must seek approval from the Event's Team for all essential event vehicles to access reserves and areas associated with the event set up and pack down. Once a vehicle is unloaded/loaded it must be driven off site and into public parking areas. It is the responsibility of the Event Organiser to ensure that all patrons participating and/or attending the event are made aware of this condition.

All requests are subject to approval and are not guaranteed. Vehicles must stay on formal paths or hard surfaces wherever possible. During times of vulnerable conditions, such as heavy rain, Council will discuss with the Event Organiser any extra restrictions that may need to apply.

7.2 VEHICLE DISPLAYS/CAR SHOWS AND ROAD MARSHALS

Approved display vehicles will be permitted to drive and park on council reserves when participating in a vehicle display. To implement a vehicle display, the following must occur:

7.2.1 Traffic marshals must be present at the vehicle entrance of the reserve to control entering and exiting vehicles.

7.2.2 Vehicles will only be permitted to enter and exit the reserve during the agreed entry and exit times and must stay for the event duration except in the case of an emergency.

7.2.3 Each vehicle participating in the event must be registered with the Event Organiser.

7.3 TEMPORARY ROAD CLOSURES AND TRAFFIC MANAGEMENT

Event Organisers are required to engage a reputable external traffic management consultant to create a Traffic Management Plan.

All requests for road closures or traffic management in relation to the event must be included in the Event Application Form. Temporary road closures have specific times of operation and conditions and will be implemented in accordance with legislative requirements.

An approved resident and business notice must be distributed a minimum of fourteen (14) days prior to the event to the affected residents and businesses.

7.4 PEDESTRIAN AND CYCLING PATHS

Except with express permission of Council, all pedestrian and cycling paths must not be obstructed in any manner either during set up, pack down or the duration of the event.

8. PREACHING

8.1 You will need permission from The Barossa Council to preach, harangue, solicit or canvass in a public place. This refers to conveying any advertising, religious or other message to any bystander, passer-by, or other person, whether means of amplification are used or not.

8.2 You may also need permission to convey to any bystander or person a message or any material that may jeopardise public order because it is offensive, insulting or that might otherwise encourage a breach of the peace.

The principles and conditions for preaching in public Barossa Council spaces include:

8.2.1 All individuals involved (to a maximum of four) must be noted on the Event Application.

8.2.2 The activities are permitted within the hours of 10.00am and 10.00pm daily.

8.2.3 A maximum of 30 minutes is allowed in one location, and each location can only be used once a day.

8.2.4 Fifty (50) metres must be maintained from the previous location used and from any other activity including buskers, events, or promotions.

9. STALL HOLDERS

If stall holders are participating at the event, the Event Organiser must provide a list of participants and associated food business numbers on the application form. It is the Event Organiser's responsibility to ensure that each stall holder has the required twenty million (\$20,000,000) dollars Public Liability Insurance, otherwise the Event Organiser agrees to include that stall holder in the overall event insurance.

MOBILE FOOD VENDORS

Mobile food vendors are required to provide a current copy of their Public Liability Insurance to a minimum of \$20 million with proof of food business notification. All Mobile Food Vendors are required to comply with the requirements of the Food Act 2001 and associated Food safety Standards.

Mobile Food Vendors can only sell food and beverages in The Barossa Council with a valid food permit. The permit must be produced when requested by an EHO, failure to do so may result in the EHO requesting the vendor to leave the event.

11. ANIMALS

If there is an animal nursery or a petting zoo at the event it is important that the Event Organiser ensures that any animal faeces are removed immediately.

Event Organisers are required to provide a copy of the contractor's Public Liability Insurance (minimum \$20 million) to the Council's Event Team.

Full hand washing facilities must be provided. Wastewater must be disposed of appropriately.

12. GRASS REMEDIATION

Where event activities result in the need for grass remediation, the Event Organiser will be responsible for covering all associated costs. The grass remediation is specific to each event and will be discussed with Council's Event Team.

13. PLAYGROUNDS AND BARBECUES

Exclusive use of BBQ's and playgrounds at Events is not permitted. Playgrounds and BBQ's must always remain accessible to the public.

Use of portable BBQ's is permitted provided that all oils, fats, and residue is removed from the area and not left on the grass area or the litter bins.

Barbeque fires are not permitted on days when a total fire ban is declared.

14. CANCELLATION

14.1 ADVERSE WEATHER CONDITIONS

It is the Event Organiser's responsibility to monitor the weather conditions to the lead up and on the day of the event and make the determination whether it is safe for the event to proceed.

If an event is cancelled due to extreme weather, all hire fees will be refunded. A refund will not apply where the event was deemed to have commenced prior to a cancellation.

Extreme weather will be defined as weather that threatens the immediate or long-term safety of individuals, because of rain, lightning, wind, or temperature.

14.2 CANCELLATION OF AN EVENT

If the Event needs to be cancelled, notify Council no later than 10 business days prior to the scheduled event set up date. If an event is cancelled less than 10 business days prior to the approved and scheduled date, any hire fees may be forfeited.

14.3 NON-COMPLIANCE

Approval is liable to be revoked by Council if the Event Organiser fails to comply with any conditions outlined in the Event Terms and Conditions or in any other justifiable circumstance.

Applicant Declaration

As a condition of the Event Application, the Event Organiser confirms that they have read and understood the Event Terms and Conditions.

Name:

Signature:

Date: