

Prescribed Activity Application: Conduct a Small Wedding Ceremony or Other Ceremony on Public Land

Local Law No. 1 (Administration) 2020

You MUST complete ALL questions unless the form indicates otherwise. Incomplete forms or forms without all necessary information and documentation will result in your application not being a properly made application.

SECTION 1 - APPLICANT DETAILS

Note: The applicant is the person who will hold the approval and will be legally responsible for complying with the applicable conditions. A business name or trust is not a legal entity and should not be entered in this field as the applicant. Where a person or company operates a business, the applicant is the person or company.

Applicant Name: _____ DOB (if person): _____

Postal Address: _____

Telephone: H: _____ W: _____ M: _____

Email: _____

SECTION 2 - LOCATION

Have you booked a park, reserve or foreshore? Yes Booking No: No

Payment of applicable fees must be received within twenty-one (21) days of booking date. If not paid, the booking will be cancelled without notice and is non-refundable.

Little Cove (2 hour booking)

Other Parks, Reserves or Foreshores. *Description (see maps):*

Rex Smeal Park: For park management purposes, Rex Smeal Park must be booked as a daily booking. Bookings of less duration may be considered on a case-by-case basis and may be accepted on the understanding that bookings of this nature may be required to cancel, reschedule or move to an alternative location. If the activity includes a wedding reception, the following forms must be completed:

- For receptions under 120 people: **LL21 – Application to Conduct a Small Event or Activity**
- For receptions over 120 people: **LL20 - Application to Conduct a Temporary Entertainment Event or Large Private Event**

SECTION 3 - EVENT DETAILS

Day and Date: _____

Time: 8.00am – 10.00am 10.30am – 12.30pm 1.00pm – 3.00pm
 3.30pm – 5.30pm 6.00pm – 8.00pm Other: _____

Type of Event: Wedding Ceremony Other Ceremony - Description: _____

Number of People: Staff: _____ Guests: _____

Will you be erecting temporary structures over and above the pre-approved limit? Yes No
Pre-approved: Maximum of 30 chairs, 1 signing table, 1 lectern, 1 arbour, 1 runner

If yes, give details: _____

OFFICE USE

Receipt Type: 179	Payment Amount: \$	Receipt No:	CSO:
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SECTION 4 - EQUIPMENT HIRE FOR A SUSTAINABLE EVENT

Douglas Shire Council promotes plastic free and sustainable events. Resources are available to assist you operate a sustainable event.

Would you like to apply to borrow the following equipment and services? Yes No

Waste Assessment of the event (no cost)

Portable water bottle refill station (no cost)

Portable drinking fountain (no cost)

Recycling bins for the event (no cost if utilised correctly) – see Conditions

SECTION 5 - RELEASE AND INDEMNITY

In consideration of Douglas Shire Council ("Council") issuing me/us with The Approval for the purpose described or allowed under The Approval ("the activity/activities"), I/we:

1. Release and discharge Council and Council's agents, servants, officers and insurers ("the Related Parties") from and in respect of all liability, claims, losses, damages or proceedings which I/we may have (either now or accruing in the future) against Council and/or the Related Parties in respect of, or arising out of, or in connection with the activity/activities;
2. Agree that the release and discharge given under clause 1 may be pleaded by Council and the Related Parties as a bar to any action, suit or proceeding commenced now or taken at any time by Council and/or the Related Parties, against Council and/or the Related Parties, or to which Council and/or the Related Parties is or are joined as a party or parties, in respect of, or arising out of, or in connection with the activity/activities; and
3. Agree that I/we am/are liable for and shall indemnify Council and the Related Parties against any liability, claim, loss, damage or proceeding in respect of, or arising out of, or in connection with the activity/activities.
4. The release and indemnity provided by you under 1-3 is, however, reduced to the extent that the Council and/or any of the Related Parties have caused or contributed to the relevant liability, claim, loss or damage.

The covenants given under this document are binding upon me/us and my/our heirs, executors, successors and permitted assigns.

DECLARATION

I / We make application under *Local Law No. 1(Administration) 2020* for approval to conduct the prescribed activity outlined in this application form and declare that the information provided by me in this application is true and correct, and agree to comply with all requirements and conditions as approved.

Print Name:

Applicant Signature:

Date:

Douglas Shire Council – Privacy Collection Notice:

Douglas Shire Council collects and manages personal information in the course of performing its activities, functions and duties. We respect the privacy of the personal information held by us. The way in which the council manages personal information is governed by *the Information Privacy Act 2009* (Qld). We are collecting your personal information in accordance with the *Local Government Act 2009* so that we can assess and finalise your application. Generally, we will not disclose your personal information outside of Council unless we are required to do so by law, or unless you have given us your consent to such disclosure. For further information about how we manage your personal information please see our Information Privacy Policy.

PRESCRIBED FEES (Applicable from 1 July 2023 to 30 June 2024)

Refer to the adopted fees and charges schedule on Council website for more details. Application fees are non-refundable.

Weddings and Other Ceremonies: 2 Hour Blocks only - Little Cove
Fee includes Application and Area Use Fees. \$110.00

Wedding and Other Ceremonies: 2 Hour Blocks only -Other parks, reserves and foreshores
Fee includes Application and Area Use Fees. (Rex Smeal Park only available for daily use). \$70.00

Rex Smeal Park (Non-Exclusive Use) - SECTION OF PARK - Daily Date (Up to 200 people)
Wedding ceremonies/receptions and small/medium events with no fencing \$610.00

CONDITIONS

1. The activity/event must be undertaken in accordance with applicable Public Health Directions at the time of the activity/event.
2. The activity must only be conducted on the days and times, and at the specific locations or areas, specified in the approval;
3. The approval must be displayed in the way stated in the approval and must be produced on demand by an authorised person;
4. The approval holder must maintain a defined access point for emergency vehicles at all times;
5. The approval holder must pay any fees specified in the approval to the local government;
6. The approval holder must maintain the area where the activity takes place in clean, tidy and orderly condition;
7. The approval holder must comply with relevant workplace health and safety requirements;
8. The approval holder is to comply with any requirements specified in the approval to protect the safety of persons who may be involved in, or affected by, the use or activity authorised under the approval;
9. The approval holder must remove all rubbish created by the use or activity, and to ensure that the area used is kept in the same condition as before the use or activity commenced;
10. Where the local government incurs costs or expenses in rectifying any damage caused or contributed to by the approval holder or by the conduct of the approved use or activity, the approval holder must pay the amount of those costs or expenses to the local government;
11. The approval holder will use the location for the use or activity stated in the approval and for no other use or activity;
12. The approval holder will ensure that no glass or glass receptacles will be used at the location during the activity;
13. The approval holder must maintain any other necessary approval, lease, licence or permit under any other local law, Act or Regulation that is required for the use or activities for the duration of the activity;
14. The approval holder is responsible for the security of the venue and the security and safety of any property of the local government in or around the venue.
15. Maintain public liability insurance for an amount as determined by the local government covering the activity which indemnifies the local government in respect to any liability arising from the activity;
16. The approval holder must indemnify the local government against claims for personal injury (including death) and damage to property (including economic loss) arising by, through or in connection with the activity.
17. The approval holder must notify the local government in writing of a suspension or cancellation of a relevant approval for the prescribed activity under an Act within 3 days of the relevant approval being suspended or cancelled.
18. The use of confetti, including biodegradable confetti, is not permitted at Little Cove or any parks and foreshores.
19. The equipment and structures permitted at Little Cove is limited to 30 single seats, 1 table and 1 aisle runner.
20. Free standing arches/arbours are welcome. No pegs or spikes are allowed in the lawn and the arbour/arch must be weighted down. There will be no vehicles or trolleys allowed beyond the drain into Little Cove. All arbours/arches will need to be walked in.
21. Amplified music is not permitted. Low level pre-recorded music or a small acoustic ensemble is allowed.
22. The amenity of residents is not to be disturbed or adversely impacted upon whether by noise or any other manner.
23. Site set up is not to commence before 8.00am.
24. Council reserves the right to terminate the event, either before or during the event, if the approval holder is in breach of the terms of this approval.
25. For park management purposes and to ensure that the Parks, Reserves and Foreshores are available for the staging of events and to allow a wider use by community members and community groups, Rex Smeal Park is only available as a daily booking. Bookings of less duration may be considered on a case by case basis and may be accepted on the understanding that bookings of this nature may be required to cancel, reschedule or move to an alternative location in preference of Council supported events or major events that are beneficial to the community.

SUSTAINABLE EVENT HIRE EQUIPMENT CONDITIONS

Conditions for water stations:

1. The hirer must attend a short demonstration on how the unit works; including set up and pack up to ensure this is done safely and to limit the possibility of damage to the unit;
2. Lifting of the refill station into a vehicle must involve putting one end of the station on the boot then lifting the other end safely to slide in, and the reverse when removing from the vehicle;
3. The station must be set up in close proximity to a tap and out of the sun. If the hose or unit is in the sun the water coming out could be hot.
4. The hose must not be a tripping hazard, this can be avoided by the unit being placed next to a tap or having control measures in place to prevent passers-by tripping over it.
5. The station must be cleaned before and after the event, and may require cleaning during the event depending on the length of time it is set up
6. The hirer must ensure the security of the unit and all fittings. Any loss or damage to the unit will be at the expense of the hirer.

Conditions for recycling bins

1. Recycling bins may be available for events occurring at a Council facility or on Council controlled land.
 2. A short waste assessment must be undertaken by a Resource Management Officer to determine whether recycling bins are suitable for the event. If deemed suitable, recycling bins will be delivered free of charge.
 3. Recycling bins will be delivered and removed from the venue by Council's Waste Collection Contractor.
 4. Only recyclable material as per Council's acceptance criteria may be placed in recycling bins. Accepted items can be detailed by the Resource Management Officer at the time of the event if required, through email, on the phone or by a demonstration on site.
 5. Any recycling bins which are deemed contaminated by Council's Waste Collection Contractor at the time of servicing will be emptied by the waste truck. In this event, the hirer will be liable for a return service per bin in accordance with Council's Fees and Charges Schedule.
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Port Douglas Locality Maps



