

Small scale event terms and conditions

Low impact visitor-related group activities or gatherings
with less than 150 people.



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Cover photo: Birrawanna walking track, Ku-ring-gai Chase National Park. Elinor Sheargold/DPIE

Published by:

Environment, Energy and Science

Department of Planning, Industry and Environment

59 Goulburn Street, Sydney NSW 2000

PO Box A290, Sydney South NSW 1232

Phone: +61 2 9995 5000 (switchboard)

Phone: 1300 361 967 (Environment, Energy and Science enquiries)

TTY users: phone 133 677, then ask for 1300 361 967

Speak and listen users: phone 1300 555 727, then ask for 1300 361 967

Email: info@environment.nsw.gov.au

Website: www.environment.nsw.gov.au

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See also www.environment.nsw.gov.au

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ISBN 978-1-925974-20-1

NPWS 2019/0262

June 2019

Contents

Small scale event terms and conditions	1
-----------------------------------------------	----------

Definitions	1
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1. Agreement	2
2. Approval of event application form	2
3. Rights of the Department of Planning, Industry and Environment	3
4. Applicants obligations	3
5. Release	3
6. Indemnity	3
7. Termination and postponement	3
8. Damages	4
9. Insurance	4
10. Privacy and personal information	4
11. General	4

Small scale event terms and conditions

Small scale events are a visitor-related group activity or gathering with less than 150 people, that does not require exclusive use of the park and has a low impact on other park users and normal park operations. These events require little assessment and bear minimal or no risk to the agency.

Definitions

Acceptance Email means written confirmation sent by electronic transmission from DPIE accepting the Applicants Event Application Form (with relevant conditions) and approving the Event (for Fee Paying Applicants).

Agreement means these Terms and Conditions, Acceptance Email, Reply Email (if applicable) and Event Application Form.

Applicant means the person or company that has submitted an Event Application Form to hold an Event or Event Series on NSW National Park and includes a Fee Paying Applicant and Non-Fee Paying Applicant.

Event means any Event described in section 2 of the Event Application Form.

Event Application Form means the online or hard copy Event Application Form specific to the Event or Event Series.

Event Location means the proposed Event Location described in section 2 of the Event Application Form.

Event Series means the series of Activities set out in the table at section 2 of the Event Application Form.

Event Terms and Conditions means these Event terms and conditions.

Fee Paying Applicant means an Applicant that is required to pay fees to DPIE to hold an Event or Event Series on NSW National Park.

Non-Fee Paying Applicant means an Applicant who is not required to pay fees to DPIE to hold an Event or Event Series on NSW National Park in accordance with clause 1.7.

Department of Planning, Industry and Environment (DPIE) means the Crown in right of the State of New South Wales acting through the Department of Planning, Industry and Environment.

Protected Persons means DPIE, the Park Authority (as defined in clause 3(1) of the *National Parks and Wildlife Regulation 2019* (NSW)), the Minister for Energy and Environment, employees and officers of DPIE, any other person acting under the direction or control of DPIE or the Minister for Energy and Environment for any purpose and the Crown in right of the State of New South Wales.

Reply Email means the written confirmation returnable by electronic transmission by Non-Fee Paying Applicants to confirm an Event on NSW National Park.

Series Date means the date of each Event in the Event Series described in section 2 of the Event Application Form.

1. Agreement

- 1.1 The Applicant wishes to hold an Event or Event Series on NSW National Park.
- 1.2 DPIE proposes to register the Event or Event Series on NSW National Park.
- 1.3 These Terms and Conditions are to be read in conjunction with the Event Application Form, Acceptance Email and Reply Email (if applicable).
- 1.4 In the event of any inconsistency or conflict, the inconsistency or conflict shall be resolved by referring to the documents in the following order of precedence: 1. Event Terms and Conditions, 2. Acceptance Email, 3. Reply Email (if applicable), 4. Event Application Form.
- 1.5 For Fee-Paying Applicants, following the issue of an Acceptance Email and upon receipt of payment of the applicable fees for the Event or Event Series from the Applicant, an Agreement is entered into between DPIE and the Fee-Paying Applicant.
- 1.6 For Non-Fee Paying Applicants, following the issue of an Acceptance Email and upon receipt of a signed Reply Email from the Non-Fee Paying Applicant, an Agreement is entered into between DPIE and the Non-Fee Paying Applicant.
- 1.7 DPIE reserves the right, at its sole discretion, to waive Event fees for an Event or Event Series at any time. Event fees may not be payable where the Applicant is a non-commercial educational group.
- 1.8 For a one-off Event, this Agreement will terminate at the conclusion of the pack down time specified in section 2 of the Event Application Form.
- 1.9 For an Event Series, this Agreement will terminate at the conclusion of the pack down time on the last Event Series Date in the series specified in the table at section 2 of the Event Application Form.
- 1.10 DPIE may extend this Agreement for a further period or periods by providing the Applicant a minimum of seven (7) days' notice in writing via email. If the Applicant does not have access to email, DPIE may provide the extension in hardcopy to the Applicant.
- 1.11 The rights granted by this Agreement are in contract only and do not create any tenancy or other interest in the Event Location or NSW National Park.

2. Approval of event application form

- 2.1 Following electronic lodgement of the Event Application Form or receipt of a hardcopy Event Application Form, DPIE will assess the application and determine whether the Applicant is approved for the Event or Event Series.
- 2.2 If the Event Application Form is approved, DPIE will issue an Acceptance Email to the Applicant. If DPIE refuses approval to an Applicant, DPIE will notify the Applicant in writing via email within a reasonable time period. In the event the Applicant does not have access to email, DPIE may provide the Acceptance Email in hardcopy to the Applicant.
- 2.3 The Applicant agrees to receipt of the Acceptance Email electronically, including the use of electronic signatures, in accordance with the Electronic Transactions Act 2000 (NSW).
- 2.4 Non-Fee Paying Applicants must send a validly signed Reply Email to DPIE to confirm their Event (and any specified conditions) on National Park.
- 2.5 DPIE agrees to receipt of all documents electronically, including the use of electronic signatures, in accordance with the *Electronic Transactions Act 2000* (NSW).
- 2.6 DPIE reserves the right, at its sole discretion, to accept or not accept an Event Application Form and the Applicant agrees and accepts that DPIE's decision is final.
- 2.7 Any Event Application Form submitted less than 15 business days prior to the Event Date or Event Series Date will incur fees for late submission. DPIE reserves the right, at its sole discretion, to waive fees for late submission.

3. Rights of the Department of Planning, Industry and Environment

- 3.1 DPIE reserves the right to:
 - 3.1.1 Use the whole or part of the Event Location, provided it does not unreasonably interfere with the Event or Event Series.
 - 3.1.2 Carry out necessary, urgent or emergency maintenance, restoration, upgrading or other work to the Event Location at any time which DPIE reasonably determines must be done.
 - 3.1.3 Inspect the Event Location and facilities at any time to ensure the Applicant is complying with the Applicants responsibilities and these Event Terms and Conditions.
- 3.2 DPIE cannot guarantee the condition of the Event Location and does not warrant that it is suitable for the Event or Event Series. NSW National Parks are open to the public for recreational use and at any time, an Event Location may be subject to necessary public work.

4. Applicants obligations

- 4.1 The Applicant must use the Event Location for the purpose and during the times set out in section 2 of the Event Application Form and at no other times for no other purpose.
- 4.2 This Agreement does not give the Applicant exclusive use or possession of the Event Location.
- 4.3 The Applicant must comply with the approved and/or prohibited conditions set out in the Event Application Form, Acceptance Email and where relevant, in any other form reasonably provided by DPIE.
- 4.4 The Applicant acknowledges they will be in breach of this Agreement if they fail to comply with the approved and/or prohibited conditions of an Event as set out in the forms listed at clause 4.3.

5. Release

- 5.1 The Applicant must use and occupy the Event Location at their own risk.
- 5.2 The Applicant releases the Protected Persons from all liabilities arising from any damage, loss, theft, death or injury occurring in the Event Location or any other part of the NSW National Park, except to the extent contributed to or caused by the wrongful or negligent act or omission of DPIE. This clause survives termination of the Agreement for any reason whatsoever.

6. Indemnity

- 6. The Applicant must indemnify and keep indemnified the Protected Persons from and against all claims, liabilities, losses, damages and expenses (including legal costs and expenses calculated on a solicitor-client basis) arising directly or indirectly from any breach of this Agreement and these Event Terms and Conditions or any loss or damage to the Event Location, except to the extent contributed to or caused by the wrongful or negligent act or omission of DPIE. This clause survives termination of the Agreement for any reason whatsoever.

7. Termination and postponement

- 7.1 DPIE, at its sole discretion, may change, cancel, terminate, postpone or suspend the Event or Event Series or this Agreement for any reason, at any time, by giving the Applicant reasonable notice.
- 7.2 If the Applicant is in breach of this Agreement, DPIE may terminate the Event or Event Series immediately or at any time, in writing.
- 7.3 If the Applicant cancels the Event or Event Series, the Applicant must do so by providing DPIE with reasonable notice in writing.
- 7.4 If the Applicant wishes to postpone the Event or Event Series, the Applicant must do so by providing DPIE with reasonable notice in writing. Any postponement is subject to approval by DPIE.
- 7.5 In the event of postponement of the Event or Event Series, both parties shall use their best endeavours to negotiate an alternative time to hold the Event or Event Series and any other necessary terms and conditions.
- 7.6 In the event of postponement of an Event or Event Series, DPIE will retain any fees paid by a Fee-Paying Applicant for the new proposed Event date/s.
- 7.7 In the event of cancellation up to 15 days prior of the Event or Event Series, DPIE will retain twenty five percent (25%) of the fees and refund the remaining seventy five percent (75%) to the Fee-Paying Applicant.

- 7.8 In the event of cancellation within 14 days and 49 hours of the Event or Event Series, DPIE will retain fifty percent (50%) of the fees and refund the remaining fifty percent (50%) to the Fee-Paying Applicant.
- 7.9 In the event of cancellation within 48 hours of the Event or Event Series, the Fee-Paying Applicant forfeits all fees paid for the Event or Event Series.
- 7.10 In the event of cancellation for extreme wet weather, DPIE will retain fifty percent (50%) of the fees paid by a Fee-Paying Applicant for the Event or Event Series and refund the remaining fifty percent (50%) to the Fee-Paying Applicant.
- 7.11 In the event of cancellation or termination of the Event or Event Series, for any other reason other than those listed above or for a breach of this Agreement, DPIE will refund any fees paid by a Fee-Paying Applicant, less administrative costs.
- 7.12 DPIE will not be liable to pay compensation for any termination or postponement of the Event or Event Series or for termination of this Agreement.

8. Damages

- 8.1 In addition to any fees, the Applicant must pay DPIE all costs and expenses, paid or incurred by DPIE in respect to the Applicant's performance under or breach of this Agreement.
- 8.2 The Applicant must pay the estimated or actual costs of any loss or damage caused to the Event Location and/or the NSW National Park by the Applicant or any of the Applicant's officers, employees, agents, contractors, invitees or guests. This clause 8 survives termination of the Agreement for any reason whatsoever.

9. Insurance

- 9.1 Incorporated bodies, sporting clubs and associations and commercial groups must at their own expense effect and maintain public liability insurance.
- 9.2 Public liability insurance must be taken out on a single occurrence basis during the Event or Event Series hours (or any further extension), for a minimum period of six months thereafter and for a minimum amount of \$20 million, stating the Secretary DPIE, the Minister for Energy and Environment and the Crown in the right of the State of NSW as insured parties, for an occurrence including:
 - 9.2.1 Cross liability (severability of interests); and
 - 9.2.2 Property damage insurance against liability for loss or damage to property (including property belonging to DPIE, the Applicant and/or third parties) when such property is located in the Event Location; and
 - 9.2.3 Insurance for staff involved in the Event or Event Series (including workers compensation insurance).

10. Privacy and personal information

- 10.1 The Applicant acknowledges that personal information will be collected by the National Parks and Wildlife Services on behalf of DPIE upon submission of this Agreement. The Applicant's personal information will be used to contact the Applicant in relation to the Event or Event Series.
- 10.2 The Applicant's personal information will be stored securely by DPIE and will be disposed of, according to the DPIE Records Management Policy. Personal information contained in this Agreement will be treated in accordance with the *Privacy and Personal Information Protection Act 1998* (NSW), under which the Applicant has rights of access and correction. Please see DPIE's [Privacy Management Plan](#) for further information.

11. General

- 11.1 All fees payable under this Agreement are inclusive of GST.
- 11.2 This Agreement is governed by the law of New South Wales and the Applicant submits to the exclusive jurisdiction of the courts of New South Wales.
- 11.3 Any previous negotiations, agreements, representations or warranties in relation to this Agreement are of no effect.