

Terms and Conditions

Please read through and sign at the bottom, once you click 'submit', you will be redirected to the booking request form.

Please email stromloforestpark@act.gov.au if you require assistance.

1. TERMS & CONDITIONS

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DEFINITIONS

1. The 'User' is defined as the applicant who completes the booking application form on the SFP website. Where the User represents an organisation or company, the User is assumed to have authority from the organisation or company to act on its behalf and enter into this agreement. The 'Territory' refers to the Australian Capital Territory Government and its Agencies. 'Venue Manager' and 'Venue Management staff' refers to the holder of that position within the Chief Minister, Treasury and Economic Development Directorate (CMTEDD).

BOOKINGS

2. Bookings are required at Stromlo Forest Park for any commercial use, regardless of group size, and for any community, government or not for profit organised activity of 25 or more people.

3. An organised activity may include but is not limited to events, carnivals, training sessions, holiday programs, clinics, mountain bike lessons, private lessons, cycle tours, personal training, running/riding/walking/equestrian groups, field days, or photo shoots.

4. All persons using the park for business related activities must submit Booking requests for approval regardless of group size. Currently there is no charge for groups of fewer than 25 people.

5. Event booking request applications must be submitted via the online form.

6. Bookings need to be submitted 12 weeks in advance for major events.

There are 3 classifications for a major event:

a. where more than 300 people are expected to participate;

- b. where multiple trails or facilities are requested by a single User; or
- c. where booking activity will require temporary traffic management or road closures.

7. For major events, initial enquiries should be made during business hours from Monday to Friday by calling Venue Management staff on 02 6207 8484. Staff will assist Users in discussing the best choice of venue.

8. All other bookings need to be submitted 8 weeks in advance.

9. Bookings are not confirmed until all requested documentation has been received and reviewed, and written approval has been issued by the Territory.

10. Approval for a Booking may include site or event-specific conditions as determined by the Venue Manager or representative. In these cases, such specific conditions form part of these Terms and Conditions.

11. The Venue Manager may add conditions or cancel an event or activity at any time if required for safety or other reasons, including the likelihood of damage to Territory property because of rainfall, if Australian Fire Danger Ratings of Extreme or Catastrophic apply, a Total Fire Ban or other natural event or conditions. In such cases, the Territory will not be liable for any losses incurred by the User(s) but will refund any fees paid.

12. The User should inform the Venue Manager if an approved event or activity is to be cancelled by the User for any reason. A full refund of any upfront fees paid will be provided for cancellations by the User that are notified to the Venue Manager at least 30 days before the scheduled event date.

13. Cancellations within 30 days of the event date may be refunded, at the discretion of the Venue Manager.

PUBLIC SAFETY AND INSURANCE

14. For a booking of any size, Users must provide evidence of a current Public Liability Insurance Policy to a value of at least \$20 million.

15. The User will take all reasonable steps to ensure the safety of participants, spectators and members of the general public in the event or activity. In particular, the User will inspect the area immediately prior to use to ensure that it is safe for that use and report to the Territory as soon as possible any hazard detected on that inspection.

DOCUMENTATION, LICENCES AND PERMITS

16. Specific documentation must be provided by the User to the Territory for the purpose of approving Bookings.

17. For all Bookings, the below documentation is required:

- a. Public Liability Insurance (min. \$20million);
- b. Risk Management Plan; and
- c. Site Plan including Course Maps.

18. Depending on the booking type, the Territory may request additional documentation from the User including:

- a. Operations Plan;
- b. Activity Schedule;
- c. Signage Plan;
- d. Waste Management Plan;
- e. Temporary Traffic Management Plan;
- f. Emergency Services Plan/First Aid Plan;
- g. Copy of any third party Public Liability Certificates;
- h. Relevant Licenses, certificates or permits;
- i. List of proposed staff/marshals and their location; and/or
- j. any other information as deemed required by the Territory to determine the Booking approval.

19. It is the User's responsibility to determine and obtain relevant licenses, approvals and permits. Please refer to the Guide to Organising Public Events in the ACT available from the Office of Regulatory Services. It will assist Users in meeting regulatory requirements and standards and provides references to relevant contacts. <https://www.accesscanberra.act.gov.au/business-and-work/hospitality-liquor-and-gaming/holding-an-event-in-the-act>

20. Where Temporary Traffic Management Plans (TTMP) are required, the

User must advise the Venue Manager of their intention to obtain road closures/diversions and discuss the feasibility of their intended plans prior to seeking Roads ACT approvals. TTMP must be finalised at least 4 weeks from the event date (course maps and potential road closures must be submitted 12 weeks prior) and publicly advertised at least 7 days prior. All signage, barriers and traffic marshals are the responsibility of the User.

21. All User personnel including event organisers, staff, contractors and volunteers must be inducted to the Stromlo Forest Park site via the app SignOnSite. The Territory will provide access to the induction to approved Users. It is the responsibility of the User to ensure this is completed by all necessary personnel.

SITE INSPECTIONS

22. To ensure no unexpected claim for damage to ACT Government property, it is important that organisers of events inspect the site with the SFP Facilities Manager before major event preparation commences, and when the area has been cleared after the event. Venue Management staff are available for inspections at mutually convenient times. For major events, a security deposit may be required.

THIRD PARTY PROVIDERS

23. Organisers are required to inform Venue Management staff of any third-party providers such as:

a. Food and/or alcohol vendors;

b. Amusements rides. Note: Amusement devices must be registered and approved under the Work Health and Safety Act 2012 and Code of Practice. Only those devices as registered and carrying the current certificate of inspection will be allowed at Stromlo Forest Park and no repairs to vehicles or amusement devices may be undertaken on site. Other conditions may apply;

c. Commercial stall holders;

d. Security providers;

e. Equipment Hire;

f. First Aid providers; and

g. Waste Management contractors.

24. Details of the providers and their relevant insurances, licenses,

certifications and SWMS must be able to be provided to the Territory on request.

25. Third-party providers are required to complete the SignOnSite safety induction prior to commencing any activity on site.

BUMP IN AND BUMP OUT

26. Bump in and bump out must be included within the timeframe of the booking. Access to the site will not be granted prior to the time of Users booking, and Users are required to clear the venue at the conclusion of the booking time.

ADDITIONAL TOILET FACILITIES

27. Additional toilet facilities are required to be provided by the event organiser for events of over 500 participants, especially in the case of high impact events and those with additional food and beverage providers.

EMERGENCY SERVICES

28. For larger events, an Emergency Services Plan covering Fire, Ambulance and other Emergency Services may be required to be submitted. Please consult with the Venue Management team and the ACT Emergency Services with the preparation of the plan.

FEES AND PAYMENTS

29. Booking fees and bonds will be applied in line with the Stromlo Forest Park schedule of fees. Booking approvals will detail relevant fees as well as any additional conditions of hire which the event approval will be based upon. Adherence to these conditions is essential.

30. The User must notify the Venue Manager of the final event numbers within 7 days of the event completion. An invoice will then be issued for payment within 14 days. The payment method information will be included with agreement and invoice.

31. Additional cleaning and call out fees may apply and will be passed onto the User for payment.

32. Exclusive access bookings attract fees. The Venue Manager reserves

the right to vary venue hire event fees as appropriate.

33. Schedule of fees:

Standard costs for venue usage

- a. \$2 per head for a 3 hour period. If a longer period of time is required for an event, the charge will be increased by a flat rate of \$50 per hour.
- b. An additional cleaning fee may be imposed reflecting additional costs if required.
- c. Additional fees apply for events outside normal daylight opening hours.

Cleaning

- d. For high impact events of over 300 participants, an additional cleaning fee will be charged. For more information, please contact the Venue Management team.

Stephen Hodge Criterium Cycling Circuit

- e. Minimum fee for exclusive use is \$50 (Inc GST) regardless of the number of users.
- f. Start and finish road race on Criterium track \$50 per day, regardless of numbers. This does not provide exclusivity between the start and finish period unless specifically requested. Additional charges will apply if exclusivity is required (i.e., if members of the public are unable to safely utilise the facility during this period).

Robert de Castella Cross Country Running Track

- g. Minimum fee for exclusive use is dependent on proposed numbers and existing bookings. Price on application.
- h. Repair costs will apply for damage resulting from negligence and/or using the track when it is wet.
- i. If the track is closed due to wet conditions, the track is not to be used and bookings will be cancelled with an option to re-schedule free of charge.

Mountain Bike Trails / Downhill Course

- j. Minimum fee for exclusive use is POA, dependent on proposed course and numbers.
- k. Repairs costs will apply for damage resulting from negligence and/or using the trails when it is wet resulting in damage. Please take care not to damage the trails.

Equestrian, Trail Running and Other Events

I. Minimum fee for exclusive use is price on application, dependent on proposed course and numbers.

DAMAGE TO TERRITORY PROPERTY

34. The User will be responsible for any damage to Territory property caused by the event or activity. This includes damage to roads, fences, gates, furniture, signs, BBQs, trees, lawn turf, trails or any other property. The User agrees to report any such damage to the Venue Manager as soon as practicable, and to repair or make good the damage or reimburse the Territory for costs incurred in repairing the damage.

REMOVAL OF LITTER AND WASTE

35. The User will ensure that all litter and rubbish resulting from the event is removed from the site immediately after the event. This includes temporary signage. No bins are provided; waste must be removed and properly disposed of by the User. Temporary toilets may be required as a site-specific condition of approval.

GATES

36. Gates are to be left as found (open or closed, locked or unlocked), unless otherwise authorised by the Venue Manager. Unlocked gates must be attended unless otherwise authorised. Details of gate access will be provided after the event has been approved. Main gates are opened as closed as per Park opening hours. Out of hours access must be requested prior to the event and approved by the Territory.

MOUNTAIN BIKE TRAILS/DOWNHILL COURSE

37. All courses for use by the User as part of the Booking must be approved prior to advertising.

38. Fire trail and equestrian trail crossings require event marshals and appropriate pre-approved signage.

39. Vehicle access to the start of the downhill course (Mt Stromlo Road) is restricted to ANU opening hours.

Stephen Hodge Criterium Cycling Circuit

40. If a group has made an exclusive booking of the Stephen Hodge Criterium Cycling Circuit, they are entitled to full and exclusive use of the circuit. Under no circumstances are uninvited users allowed to use or share the circuit without the consent of the organisation who has booked exclusive use.

School Cross Country Carnivals

41. School carnival bookings include both the Cross Country Running Track and the Criterium Circuit for the safety of all park users.

42. Any third-party event/activity/food and beverage providers will require additional risk assessments. Additional toilet facilities must be provided by the user for carnivals of over 500 participants, as agreed by Venue Management.

Legal Compliance

43. The User must ensure that all persons involved in the event or activity are aware of and abide by laws and regulations governing the area, as shown by local regulatory signage and any site-specific conditions that may be attached to an event application. Please see Public Use Policy for more information.

GENERAL WARNING AND EXCLUSION OF LIABILITY

44. Sporting activities at SFP maybe dangerous and may result in injury or death to the person and/or property loss and damage. User participating and spectators viewing these activities do so at their own risk.

45. To the extent permitted by law, the Australian Capital Territory excludes all liability, including but not limited to liability for personal injury, death, property damage, property loss, and consequential loss or damage of any kind arising from the use of and/or entry to SFP, whether in contract, by negligent act or omission, or any other tortuous action.