

## Activations and Small Events Terms and Conditions

**Payment:** Payment needs to be made at least seven days prior to your booking and is required before your booking will be confirmed. Payments can be made via credit card or electronic transfer and the details are listed on your invoice.

**Fees:** Recovery of costs will be sought for services such as, but not limited to, security, cleaning, utilities, traffic management, parking and administration.

**Approval:** Place Management NSW (PMNSW) will provide you with written confirmation if your booking is approved. So that Visitor Services Security can identify you, you must keep a copy of the PMNSW's approval for your booking available at all times during the event. You may be asked to produce that approval if requested by Visitor Services Security. You are responsible for obtaining any other approvals that are necessary to conduct the event.

**Bond:** To manage impacts to the public domain, PMNSW may impose a bond in relation to your booking. If your site is left clean and tidy and without damage, PMNSW will refund your bond within two weeks of your event. PMNSW may withhold your bond until all invoices are paid, including for repairs or waste disposal arising as a result of your event.

**Other Activities:** PMNSW will not take any other bookings at the approved location of your event during your allotted time. However, non-related activities may be taking place at various locations throughout the public domain and surrounding areas, including in areas adjacent to your approved location. The public domain will continue to be accessible to members of the general public during your event. PMNSW is not responsible for any disturbance or disruption to your event as a result of other activities occurring in the public domain during your event.

**Maritime Activities:** Please consider that Sydney Harbour is both beautiful and busy. PMNSW does not control activities on Sydney Harbour and is not responsible for any disturbance or disruption to as a result of those activities. Please check with NSW Roads and Maritime Service and the Port Authority of NSW for any potential impacts to your event from activities on Sydney Harbour.

**Music and Sound:** The amplification of sound is not permitted unless approved in writing by PMNSW. You must comply with any conditions imposed by PMNSW in relation to that approval. For example, stakeholder notification may be required for your activity, including a letterbox drop for neighbours. All directions of PMNSW regarding the reduction of sound impacts on stakeholders must be followed.

**Catering:** Any approved catering must comply with statutory health requirements including the requirements for the Operation of a Temporary Food Stall from the City of Sydney. Any associated furniture, infrastructure or BBQ's must be approved. Gas bottles must display plates with current NSW LPG Certification of Inspection and comply with regulations.

**Power:** All requests for supply of power to a location or the use of generators in the public domain should be submitted with your application. Additional fees may apply. You are responsible for providing all required power distribution at your cost. You must ensure that all cabling is tested, tagged, covered and made safe for the public. All electrical work must be conducted by a licensed electrician.

**Irrigation:** An irrigation system is installed in all lawn areas. You are reminded to take special care to avoid damaging this system. The cost of any damage to the irrigation system as a result of your event may be charged or deducted from your bond. A plan of the irrigation system locations can be provided on request.

**Infrastructure:** Attaching items to furniture, structures and trees causes damage and as such, it is not permitted. You must obtain the PMNSW's prior approval for any infrastructure or equipment to be brought on to the public domain. You must ensure that approved infrastructure or equipment is positioned in a manner that does not interfere with public safety or impact on trees or flora and comply with any other conditions imposed by PMNSW in relation to the use of that infrastructure or equipment.

**Temporary Structures:** All structures and infrastructure must be approved by PMNSW, must be adequately weighted not pegged and must include flooring to protect the turf. You must ensure all structures are erected safely and weighted appropriately for an exposed outdoor location. Visitor Services Security may ask for infrastructure to be removed if it is not correctly weighted or poses a public safety risk.

**Waste & Cleaning:** Following your event the event site must be left clean and tidy and you must take all of your waste with you. You must not use the bins provided in the public domain for disposal of your waste. Additional waste and cleaning services can be engaged through PMNSW contracted supplier at an additional cost.

**Toilets:** Public toilets are located in the Pump House near Towns Place, in the Cutaway foyer and on Wulugul Walk Barangaroo South. Accessible toilets and baby change facilities are located in all locations.

**Prohibited Items:** Balloons and open flames are prohibited.

**Vehicle and Pedestrian Access:** PMNSW may require you to submit a Traffic Management Plan for approval. For safety reasons, vehicle access to the public domain is limited and by escort and prior approval only. There is no parking in the public domain. All equipment must be carried or trolleyed into position at your approved event location. The public domain lifts are not available for the movement of equipment or infrastructure.

**Plant and Machinery:** Not permitted without prior approval by PMNSW. All machinery used onsite must be in safe working condition with appropriate safety devices fitted and must be used in accordance with all applicable laws.

**Parking:** Car parking is available at Barangaroo Reserve, which is accessible via Towns Place. Arrangements can be made directly with the car park operator, Wilson Parking. Alternatively, there is metered street parking available on Hickson Road or additional car parks are available in Walsh Bay.

**Cancellation:** If you cancel your booking, PMNSW will refund your fees in accordance with the following table:

60-30 days prior	100% refund
29-14 days prior	50% refund
Within 14 days	Nil refund

PMNSW recommends that you arrange a backup venue in the event of inclement weather as there are no indoor venues at Barangaroo. Bookings will not be refunded due to inclement weather rather PMNSW will attempt to find a mutually acceptable alternative date.

**Advanced Bookings:** Applications will only be accepted for bookings less than twelve months in advance.

**Commercial Activities:** You may not sell tickets, products, services or conduct commercial activities as part of your event unless approved by PMNSW.

**Damage:** You must not and must ensure that your invitees do not make alterations to or damage any property on the public domain, including any lawns, furniture, structures or trees. You are responsible for the cost of reinstating any alterations or repairing any damage to property on the public domain arising from your event.

**Incidents:** All incidents or accidents must be reported to Visitor Security Services immediately.

**Insurance:** You and third-party suppliers must have public liability insurance for a minimum of \$10 million and workers compensation insurance as required by law. PMNSW may request evidence of insurance prior to the date of your event and may cancel the booking or refuse to allow a supplier access to the public domain if satisfactory evidence is not provided.

**Security:** You are responsible for and take all risk in respect of property and equipment brought onto the public domain by you and your cast and crew. PMNSW is not responsible for any loss or damage to

your property or equipment or the property or equipment of your cast and crew. If PMNSW decides that additional security is required to support your event, they must be engaged through the PMNSW's supplier.

**Safety:** You must take all reasonable measures and precautions to prevent any risk of injury to the public due to the approved activity. This may include measures to exclude the public from work areas or public safety risks as approved by PMNSW.

**Risk Management:** You must prepare a Risk Management and Safety Plan and submit it to PMNSW for approval. You must comply with any Risk Management and Safety Plan approved by PMNSW. This must include a risk register which defines controls for mitigating risks onsite.

**WHS:** All personnel associated with the event must comply with all of PMNSW's site specific policies and guidelines, including, without limitation, those relating to work health and safety and site induction training. All personnel must be suitably attired (including wearing company identification, safety boots and safety vests) and be sober and be appropriately licensed, experienced or trained for the activities that they are undertaking.

**Instructions:** You must comply, and you must ensure that your associated personnel, contractors and sub-contractors comply with all requests and directions of the Visitor Services Security and PMNSW and its staff. This includes requests to reduce the volume of sound or music and to remove any infrastructure that poses a public safety risk.

**Termination:** Despite approval of your application, PMNSW may subsequently be unable to provide you with use and occupation of your approved location due to circumstances beyond our reasonable control, including but not limited to, an emergency or unforeseen urgent requirements. If PMNSW cancels your booking, PMNSW will refund any fees paid by you to PMNSW in full. No further compensation will be payable by PMNSW in relation to the cancellation.

**Changes:** You must notify PMNSW if there are any changes to the information disclosed by you on your application form and any such changes may incur additional fees.

**CCTV surveillance:** PMNSW operates a digital camera system (which may include live streaming of the images on PMNSW's internet site) and a closed circuit television/digital camera system on or in the vicinity of Barangaroo. Any images that constitute personal information will be handled in accordance with PMNSW's Privacy Management Plan, and the Privacy and Personal Information Protection Act 1998. By entering the public domain, you consent to PMNSW capturing images of you and your guests and suppliers and using or disclosing those images for live streaming on the PMNSW's internet site, to report incidents of breaches of safety and security at Barangaroo Reserve or as otherwise reasonably required by PMNSW. You must ensure that your cast and crew are aware of the matters set out in this paragraph.

PMNSW may vary these terms and conditions at any time without explanation. PMNSW is not liable to pay damages or reimburse you for any loss suffered as a result of such variation.

To contact PMNSW regarding your booking, please email [barangaroo.events@infrastructure.nsw.gov.au](mailto:barangaroo.events@infrastructure.nsw.gov.au) or call 9255 1766.