SITE CONDITIONS

In order to preserve the historical Newcastle Station and ensure conditions of the site DA are met, there are some general conditions of hire set out below. Every event is different and depending on the nature of yours, additional conditions may be applied. Please read the Site Conditions carefully before completing the Event Application Form.

INDEMNITY AND INSURANCE

The event organiser occupies and uses the event area at the event organiser's own risk.

1. The event organiser shall indemnify the Hunter and Central Coast Development Corporation (HCCDC) against any claims for injury to persons or damage to property arising out of such approval. Such indemnity shall be expressed in the form of a public risk insurance policy in the minimum amount of $20,000,000 for any individual claim which may be made. The event organiser must provide a Public Liability Certificate of Currency to HCCDC. The policy must note HCCDC as owner of the site and the event organiser as occupier of the site for the date(s) of the event and contain a cross-liability clause.
2. The event organiser will indemnify HCCDC against all claims, demands, costs or actions arising from any injury to third parties or damage to property caused by the event organiser, its representatives or any person(s) it allows to use on-site.
3. HCCDC does not take responsibility for any loss or damage to any infrastructure and equipment associated with the event installed in the premises. All infrastructure and equipment that is on site is at the event organiser's own risk.
4. HCCDC accepts no responsibility for damage or loss of equipment, merchandise or property theft on the premise prior to, during and after the event.

GENERAL

5. Event organisers must include adequate measures to ensure that the event site will be protected from damage, including:
   a. Protection of grass through the use of profloor or a similar product to protect all high traffic areas including stalls, food, beverage and merchandise sale areas, and other high traffic areas;
   b. No signs or other structures are to be attached to the building or its surrounds unless approved by HCCDC as part of the event;
   c. No glassware is permitted to be used on the premises Unless approved by HCCDC
   d. Any damage to the premises and its surrounds will be repaired to HCCDC'S satisfaction at the cost of the event organiser.
   e. No goods or advertising signs are to be displayed or allowed to stand on the public footpath or street.
6. The event area must be left in the same condition as it was in prior to the event and the event organiser may be charged for any remedial work or additional cleaning required to achieve this.
7. The event organiser is at all times responsible for the good order, conduct and behaviour of patrons attending the event.
8. It is the responsibility of the event organiser to comply with all laws, including local laws and all other legal requirements relevant to the operation of the event and to ensure that all employees, agents and other people associated with the event also comply.
9. The event organiser agrees to accede to all reasonable directions or requests given by any Authorised Officer of HCCDC or members of the NSW Police Service. Failure to do so will result in the termination of the event.
10. The event organiser shall provide to HCCDC the contact number of a responsible person who may be contacted on the day of the event.
11. Collection of entry/admission fees into any section of the premises is not permitted, unless by prior arrangement with HCCDC.
12. There is to be NO SMOKING on site.
13. The lighting of fires is prohibited at all times.
14. The use of the premises is not to give rise to the emission of any 'air impurity' as defined under the Protection of the *Environment Operations Act 1997 (NSW),* that interferes unreasonably with the amenity of neighbouring premises and/or other sensitive receivers.
15. No flashing, chasing or scintillating lighting or promotional material of visually intrusive nature is to be installed or displayed on the exterior of the premises.
16. Fees and charges will be passed on to the event manager if an electrician or plumber or repairs or maintenance tradesman is required to attend an event, and the fault is caused by the outcome of the event.

COMMUNICATIONS/STAKEHOLDER NOTIFICATION

17. The event organiser must notify/consult the following agencies as relevant - NSW Police Service, NSW Ambulance Service, RMS, City of Newcastle, Local Health Services, St John Ambulance, Station Rail, State Transit Authority, Taxi. In the event an event there is an inspection, the event organiser is responsible for the fee as a result.

SITE CONDITIONS

EMERGENCY AND RISK MANAGEMENT

18. First Aid and public health must be provided in accordance with the First Aid and Public Health Plan submitted to HCCDC.
19. Event organisers must provide adequate first aid facilities, personnel and equipment for participants and spectators. This includes having a qualified first aid officer on site at all times during the event.
20. The event organiser must ensure a Work Health and Safety Plan is in place for all personnel working on-site.
21. All event organisers must adhere to Government directives and public health orders.
22. Any equipment or appliances used for the event must be tested and tagged by a qualified person, in accordance with *WH&S Regulation 2017*.
23. Events may be canceled or the site closed to events by HCCDC following Government directive or at the discretion of HCCDC.

SECURITY

24. Security services for the safety of assets, property and people coming into contact with the event activities must be delivered in accordance with the Security Management Plan submitted to HCCDC. All security personnel must be appropriately licensed in accordance with current NSW legislative and regulatory requirements.
25. Security arrangements before, during and after the event are the event organiser's responsibility.
26. HCCDC will not organise or be responsible for any deliveries or courier requirements.

WASTE

The Office of Environment Protection Authority (EPA) has produced a Waste Wise Events Guide which is available on their website: epa.nsw.gov.au. HCCDC supports the initiatives of EPA and encourages all event organisers to review the Waste Wise Events Guide prior to preparing their Waste Management Plan.

27. HCCDC encourages event organisers to minimise waste at events and promote recycling of waste. Waste minimisation, recycling and waste management for event activities must be delivered in accordance with the Waste Management Plan submitted to HCCDC.
28. The event organiser must ensure that the event area and the surrounding area is maintained in a clean and tidy condition throughout the event, including the bump-in and bump-out phases, and is returned in the same condition as it was in prior to the event.
29. The event organiser is responsible to ensure that the cleaning of the event site and surrounding area is conducted to a high standard and includes the collection and removal of all litter including cigarette butts.
30. All rubbish generated as a result of the event must be removed from the premises used by the event organiser. This may include areas surrounding the event as determine by HCCDC.
31. The event organiser agrees to pay any costs incurred by HCCDC for any cleaning or repairs required to the premises as a result of the event.
32. All event structures and surrounds are to be maintained in a clean and tidy manner at all times, all waste and general rubbish is to be cleared on a regular basis.

ACCESS/VEHICLES

Although it is possible to drive over the site, The Station is designed primarily to host pedestrians.

33. Access to the event site must be maintained for emergency vehicles/owners/tenants of properties requiring access. A minimum of 2.5 metres must be maintained for pedestrian access at all times.
34. The event organiser agrees to pay HCCDC's cost of any repairs to surfaces.
35. Speed of vehicles should be kept to 10km/hr.
36. Vehicles must not exceed 6 tonnes per axle load limit on the platform and the piazza.
37. Large structure cannot be bumped-in during the normal exhibitor period. Contact HCCDC to arrange access for these vehicles/structures.
38. The event organiser must be present to manage traffic during bump-in/bump-out periods.
39. Planting areas should not be driven on or have anything placed on. Care to be taken to ensure trees are not damaged by vehicles and structures.
40. Tiled areas under awning must not be driven on. Any cracked or damaged tiles as a result of event will be at the expense of the event organiser.
41. Entry and exit to the site is via the Wharf Road access only.
42. Keys will be allocated for bollards on Wharf Road. Bollards must remain locked upon entry and exit.

ROAD CLOSURE AND TRAFFIC MANAGEMENT

43. For a road closure, the event organiser must develop, in consultation with Roads and Maritime Services (RMS), Police and HCCDC, and submit Event Traffic Management and Traffic Control Plans at least 60 days prior to the event bump-in date. The plan will then submitted to RMS. It is the event organiser's responsibility to liaise with the RMS in regards to traffic management for the event.
44. In the event of a traffic incident or emergency, the Police will take control of all traffic and pedestrian arrangements and make any necessary changes.
45. The event organiser must provide adequate accredited RMS traffic controllers/marshals to manage the vehicular movement at the location and at intersections to manage traffic and pedestrian safety. Traffic controllers/marshals must have a Traffic Control Ticket and the supervisor of the group/team must hold a Traffic Control Work Site Ticket.
46. Traffic controllers/marshals must wear highly visible clothing such as a reflective safety vest.
47. An events traffic management plan is to be prepared for any event involving 1500 or more people. The plan should detail measures to be employed for different levels of events and expected attendances. It should cover where people will be encouraged to park, pedestrian path lines and temporary way finding and information signage.
48. All services (fire hydrants etc.) shall be kept free of any obstructions.
49. The event organiser must provide and maintain appropriate and adequate traffic measures (including road signs and flashing lights) for the safe movements of traffic and pedestrians.

50. If the event requires Special Event Clearways to manage the event, the event organiser must provide details to RMS a minimum six weeks before the event.
51. The event organiser must advise RMS's Transport Management Centre of the event and provide them with details of a contact person available throughout the day of the event. Confirmation of this, together with details of any requirements from RMS and the manner in which those requirements are to be satisfied, shall be provided to HCCDC no less than three days prior to the event.

EVENT TRADING HOURS

52. Monday to Saturday 6am to 10pm.
Sunday 8am to 10pm.

NOISE

53. The use and occupation of the premises, including all plant and equipment installed thereon, is not to give rise to any offensive noise, as defined under the *Protection of the Environment Operations Act 1997 (NSW).*
54. Should Council consider offensive noise has emanated from the premises, the owner/occupier of the premises will be required to submit an acoustic assessment prepared by a suitably qualified acoustical consultant recommending appropriate acoustic measures necessary to ensure future compliance with this condition and will be required to implement such measures within a nominated period. Furthermore, written certification from the said consultant confirming the recommended acoustic measures have been satisfactorily implemented will be required to be submitted to Council prior to the expiration of the nominated period.
55. Amplification equipment used within the platform area are to be located under the awning of the south west boundary of the site (excluding small soloists and other art performers who's activities generate low levels of noise) such that noise is directed north away from nearest residents.
56. Noise generating activities from fitness classes (including amplified music, instructor and equipment) are to be confined to the western portion of the platform.
57. Outdoor amplified entertainment sound sources are to be located no closer than 50m from nearest residential receivers where there is a direct line of sight.
58. Where the location is less than 50m from the nearest residential receiver:
    a. There is no direct line of sight by locating speakers beneath an awning or providing a permanent or temporary acoustic barrier between the speaker and the nearest receiver; or
    b. Sound limiters are to be implemented to ensure noise levels from amplified sound does not exceed 94dB (LA10).
59. All events must adhere to the Noise Management Plan.
60. Any event that proposes to generate amplified sound of high impact must complete a noise management plan and inform local residence of event details.
61. Any live entertainment on the platform area or inside any of the tenancies must cease prior to 10pm Monday to Sunday.

FOOD

62. The food (including beverages) business must meet the requirements of the Food Safety Standards, Chapter 3 of the Food Standards Code and the Food Handling Guidelines for Temporary Events or Guidelines for Mobile Food Vending Vehicles (NSW Food Authority).
63. It is the event organisers responsibility to contact and liaise with City of Newcastle in relation to the food outlets being provided at event.
64. Drop sheets or similar non-permeable matting must be placed under all cooking areas and food trucks to avoid staining.

ALCOHOL

65. The venue is to operate within the confines of the submitted plan of management/alcohol management plan prepared by Liquor and Gaming Solutions dated July 2019.

MUSIC

66. A license is required to use live music and/or recorded music at the event if that music is protected by copyright.
67. The person who authorises the playing or performance of music at any event is responsible for obtaining the appropriate licences from the Australasian Performing Right Association (APRA) and the Phonographic Performance Company of Australia (PPCA).

TEMPORARY STRUCTURES

68. No Marquee/Hoecker shall be located within the confines of the premises unless approved by HCCDC as part of the event.
69. Structures using scaffolding must be certified structurally stable by a practicing structural engineer, with a certificate provided to HCCDC prior to the event.
70. Protective ground covering must be provided to prevent ground damage from structures and heavy vehicles. HCCDC can advise on best locations for structures to minimise potential damage.
71. Any lighting, rigging or scaffolding associated with stages shall be constructed and certified by a Safework licensed rigger.
72. Temporary structures must be erected and secured in accordance with the manufacturers/ structural specifications to ensure they are structurally sound and can withstand likely wind in the locality and any likely live loadings and also comply as follows:
    a. Separate certification shall be provided by the installers, for the structures, confirming installation in accordance with the relevant specifications. The certificates are to be provided to the HCCDC.
    b. Stage structures are not to be loaded in excess of those loadings recommended by the suppliers and/or manufacturer.
73. Electrical services serving the stage and/or associated structures must be certified by a licensed electrical contractor prior to the commencement of use.
74. All mechanical and electrical installations including generators, electrical cabling and any mobile structures are to be surrounded or covered by appropriate physical barriers so as to prevent unauthorised access by the public at all times, and to protect ground laid cabling from being trip hazards, during public occupation of the site.

SITE CONDITIONS

75. All structures, to which members of the public may by allowed access are to be supervised by responsible and authorised event representative at all times when occupied by the public. All structures must be weighted.
76. Entry/Exits must be provided and arranged as to afford a ready means of a way out from all parts of temporary structures, and must provide a minimum unobstructed height of 2000mm.
77. Any proposed security fencing must be designed and installed to accommodate expected crowd loads.
78. Adequate hand held fire extinguishers must be available at all times during operation of any electrical or electronic device, and are to be available at all times during operations. A schedule of supply must be provided to the inspecting officer prior to commencement of the approved use.
79. The structures and surrounds are to be maintained in a clean and tidy manner at all times, all waste and general rubbish is to be cleared on a regular basis.

TOILETS

Appropriate extra sanitary facilities are to be provided for events.

80. The event organiser may need to arrange for portable toilets as the recommended ratio is 1:250 (toilet to patron).
81. The event organiser is responsible for ensuring that adequate toilet facilities are available for participants, including specialised facilities for use by persons with a disability, and should be provided on the event site to cater for the maximum number of patrons attending the event at one time.
82. The Licensee acknowledges that bathroom facilities located on-site are shared amenities intended for use by tenant customers, the general public, and patrons attending events held at the premises. Unless expressly agreed otherwise, the Licensee must ensure that all patrons are granted reasonable access to these facilities during the licensed period.
83. Should the Licensee wish to secure exclusive use of the bathroom facilities for the duration of their event, this must be requested in advance and is subject to approval. Additional fees will apply for exclusive access.

INCOME/FUNDRAISING/SALES

84. The collection of monies and/or selling of goods shall not be allowed within the confines of the premises unless approved by HCCDC as part of the event. Collection of money is only permitted by authorised personnel within the designated event area.
85. Evidence of the ability to fundraise or sell items at the event must be supplied to HCCDC and displayed at the event.
86. Volunteers collecting money for fundraising purposes must carry appropriate identification.

ADVERTISING/MARKETING COLLATERAL

87. The distribution of pamphlets and or other marketing/promotional collateral material shall be permitted by HCCDC as part of the event; however is conditional upon HCCDC's receipt and approval of copies of all collateral being distributed including final versions of images and text. Where possible all pamphlets and or other marketing/promotional collateral should contain the following messaging "Please dispose of litter appropriately".
88. HCCDC reserves the right to refuse the distribution of pamphlets and or other marketing/promotional collateral material.

FEES AND CHARGES/REFUNDS/CANCELLATIONS

HCCDC will provide written advice concerning specific site event organiser fees.

89. Depending on your event, a hire fee will apply. A security bond will also apply - the value of which is determined by the type, size and risk associated with your event.
90. Payment (including the bond) is required one month prior to the event bump-in date.
91. The event organiser agrees to pay all fees and charges (including bonds) for the use of The Station to HCCDC. An invoice for any fees payable will be sent separately.
92. Once an application has been received and processed, cancellations are only accepted in writing.
93. No refund will be issued for cancellations that are received less than 30 days prior to the event date.
94. Cancellations received in writing 60 days or less prior to the event date will forfeit the bond and receive 50% of all other monies paid.
95. Cancellations received in writing 90 days or more prior to the event date will receive a full refund of all monies paid, including the deposit.
96. Bonds will be released back to the event organiser within 28 days after the scheduled date of the event subject to the premises being returned back to its original condition. HCCDC will undertake the final inspection. Events that damage the site may result in a loss or deduction of the site bond.
97. HCCDC is not liable for cancellations due to natural disasters, such as extreme weather, flooding or fire.