# Commercial Activity Contract - Parks and Reserves

## Terms and Conditions

### 1. Legal Authority

1.1 This Contract is granted under:

- Section 54(1)(d) of the **Reserves Act 1977**, and
- Section 56(1)(b) (where applicable to scenic reserves)

1.2 This Contract is subject to all provisions, restrictions, and obligations under the Reserves Act 1977, including Schedule 1.

### 2. Nature of Approval

2.1 This Contract authorises the Permit Holder to undertake a specified commercial activity within an approved area only.

2.2 This Contract does not grant exclusive possession unless expressly stated.

2.3 This Contract does not limit Council's statutory or regulatory functions.

### 3. Term and Renewal

3.1 The Contract term is **one (1) year** from the approved start date.

3.2 Renewal:

- Is **not automatic**
- Must be applied for at least **30 working days prior to expiry**
- Is subject to Council approval at its sole discretion

### 4. Use of Area

4.1 The Permit Holder may only operate within the **Permitted Area.**

4.2 Use is restricted strictly to the activity detailed in **Schedule 1.**

4.3 Any changes to operations must be approved in writing by Council.

### 5. Non-Transferability

5.1 This Contract is **non-transferable.**

5.2 The Permit Holder must not assign, sublet, or otherwise transfer rights without prior written Council approval.

5.3 The Permit must be produced on request.

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## 6. Compliance with Laws and Bylaws

6.1 The Permit Holder must comply with all applicable:

- Acts, regulations, and standards
- Invercargill City Council bylaws, including (but not limited to):
  - o Environmental Health Bylaw 2024
  - o Health and Hygiene Bylaw 2019
  - o Parking Control Bylaw 2024
  - o Roading and Traffic Bylaw 2022
  - o Dog Control Bylaw 2022

6.2 This Contract is **not a substitute for any other consent.** All required approvals must be obtained.

## 7. Health and Safety

7.1 The Permit Holder is deemed to be in control of the site and must comply with the **Health and Safety at Work Act 2015.**

7.2 The Permit Holder must:

- Take all reasonably practicable steps to eliminate or minimise risks
- Notify Council of hazards and incidents
- Report all notifiable events promptly
- Maintain appropriate safety procedures
- As part of their contract as part of their approval they require a Health and Safety Plan.

7.3 Council may audit compliance at any time.

## 8. Environmental Protection

8.1 The Permit Holder must:

- Avoid, remedy, or mitigate environmental damage
- Protect vegetation, soil, wildlife, and ecological values

8.2 Activities must cease during conditions likely to cause damage (e.g., wet ground).

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## 9. Equipment, Structures, and Access

9.1 Temporary structures (e.g., tents, marquees) require approval.

9.2 The Permit Holder must:

- Ensure no damage to underground services
- Provide barriers or safety controls if required

9.3 Vehicle access is only permitted where expressly authorised.

## 10. Public Access and Amenity

10.1 Public access must be maintained unless otherwise approved.

10.2 The Permit Holder must not:

- Cause obstruction, nuisance, or unreasonable interference
- Damage the reputation of Council

## 11. Noise

11.1 The Permit Holder must comply with District Plan noise limits.

11.2 Council may require reduction or cessation of activity in response to complaints.

## 12. Waste and Site Condition

12.1 The Permit Holder must:

- Remove all waste and equipment
- Leave the site clean and tidy

12.2 Council may recover costs for clean up if required.

## 13. Damage and Reinstatement

13.1 The Permit Holder is responsible for all damage.

13.2 Repairs must be completed within **two (2) working days** of notification.

13.3 Council may undertake repairs and recover costs if not completed satisfactorily.

## 14. Insurance

14.1 The Permit Holder must maintain Public Liability Insurance of at least **$2,000,000.**

14.2 Proof of insurance must be provided prior to approval.

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## 15. Indemnity

15.1 The Permit Holder indemnifies Council against all claims, damages, losses, and expenses arising from:

- The activity
- Negligence or omission
- Damage to property or persons

## 16. Fees and Payment

16.1 All fees must be paid in full.

16.2 Fees are **non-refundable,** except where:

- Council prevents access to the site, or
- Council determines otherwise at its sole discretion

16.3 The Permit Holder is liable for:

- All invoiced amounts
- Debt recovery and legal costs

## 17. Bond and Cost Recovery

17.1 Council may require a bond.

17.2 Council may recover costs for:

- Cleaning
- Repairs
- Breach of conditions

17.3 Costs may be deducted from the nominated credit card.

## 18. Business Insolvency

18.1 If the Permit Holder:

- Becomes insolvent
- Enters liquidation, receivership, or administration
- Is adjudicated bankrupt
- Ceases trading or abandons the activity

The Contract is deemed surrendered.

18.2 All fees up to that date remain payable.

18.3 **No refunds apply** for early cessation.

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## 19. Suspension

19.1 Council may suspend the Contract if conditions are breached.

19.2 The Permit Holder must cease operations during suspension.

## 20. Cancellation

20.1 Council may cancel the Contract for:

- Breach of conditions
- Environmental or public impact
- Non-payment
- Misleading information
- Conflict with reserve purpose
- Health and Safety non compliance

20.2 No compensation is payable.

## 21. Force Majeure / Restricted Access

21.1 Council may restrict access due to:

- Weather
- Emergencies
- Operational requirements and maintenance
- Due short-term events

21.2 Council's liability is limited to a refund at its discretion.

## 22. Water Activities and Fire

22.1 Water-based activities require additional approval.

22.2 No fires are permitted unless expressly authorised.

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## 23. Monitoring and Compliance

Any accident or damage to property of any person arising from any occurrence in or near the Permitted Area or the Reserve wholly or in part by reason of any act or omission by the Applicant or persons under the control of the Applicant and anything otherwise arising directly or indirectly from the use of the Permitted Area by the applicant.

23.1 Council may:

- Inspect the site at any time
- Require changes to operations
- Review impact levels

## 24. Signage and Branding

24.1 Signage requires prior approval for Parks and Reserves.

24.2 No permanent signage is permitted unless authorised for Parks and Reserves.

## 25. Cultural and Heritage Protection

25.1 The Permit Holder must:

- Respect culturally significant sites
- Immediately notify Council of any archaeological discovery

## 26. Variation of Conditions

26.1 Council may vary conditions where necessary.

26.2 The Permit Holder must comply with any revised conditions.

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## 27. Notices

27.1 All notices must be in writing and sent to the nominated contact details.

28) The Contract Holder must comply with the Privacy Act 2020 in relation to the collection, storage, and use of personal information obtained through their activities.

29) All activities must comply with Invercargill City Council smoke-free and vape-free policies where applicable.

30) Where activities involve public interaction or gatherings, the Contract holder must ensure appropriate planning for; crowd management, toilets and facilities, parking and traffic impacts, public safety and security.

31) The contract holder is responsible for the safety and security of participants, staff and any equipment associated with the activity.

32) The contract holder is responsible for the safety and security of participants, staff and any equipment associated with the activity.

33) The contract holder must obtain all necessary liquor licences and approvals for any sale or supply of alcohol.

34) All food sales, trading activity and mobile vendors must comply with relevant bylaws, licensing, and environmental health requirements.

35) Where activities attract participants or spectators, adequate toilet and sanitation facilities must be provided. Toilets must be secured with pegs or on a trailer.

36) A traffic management plan must be provided were activities impact vehicle or pedestrian movement.

37) Advertising is subject to Council approval and must be approved before it can be used.

38) The contract holder must identify and protect underground services and obtain utility location information where required.

39) The contract holder must have appropriate emergency procedures in place for incidents including evacuation, medical events and severe weather.

40) Council may require submission of operation plans including; health and safety plan, traffic management plan, site plan, waste management plan, event management plan (if applicable).

## No Binding Agreement Until Approval

28.1 This Contract is not binding until:

- Fully executed by the Permit Holder; and
- Approved by Council

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