

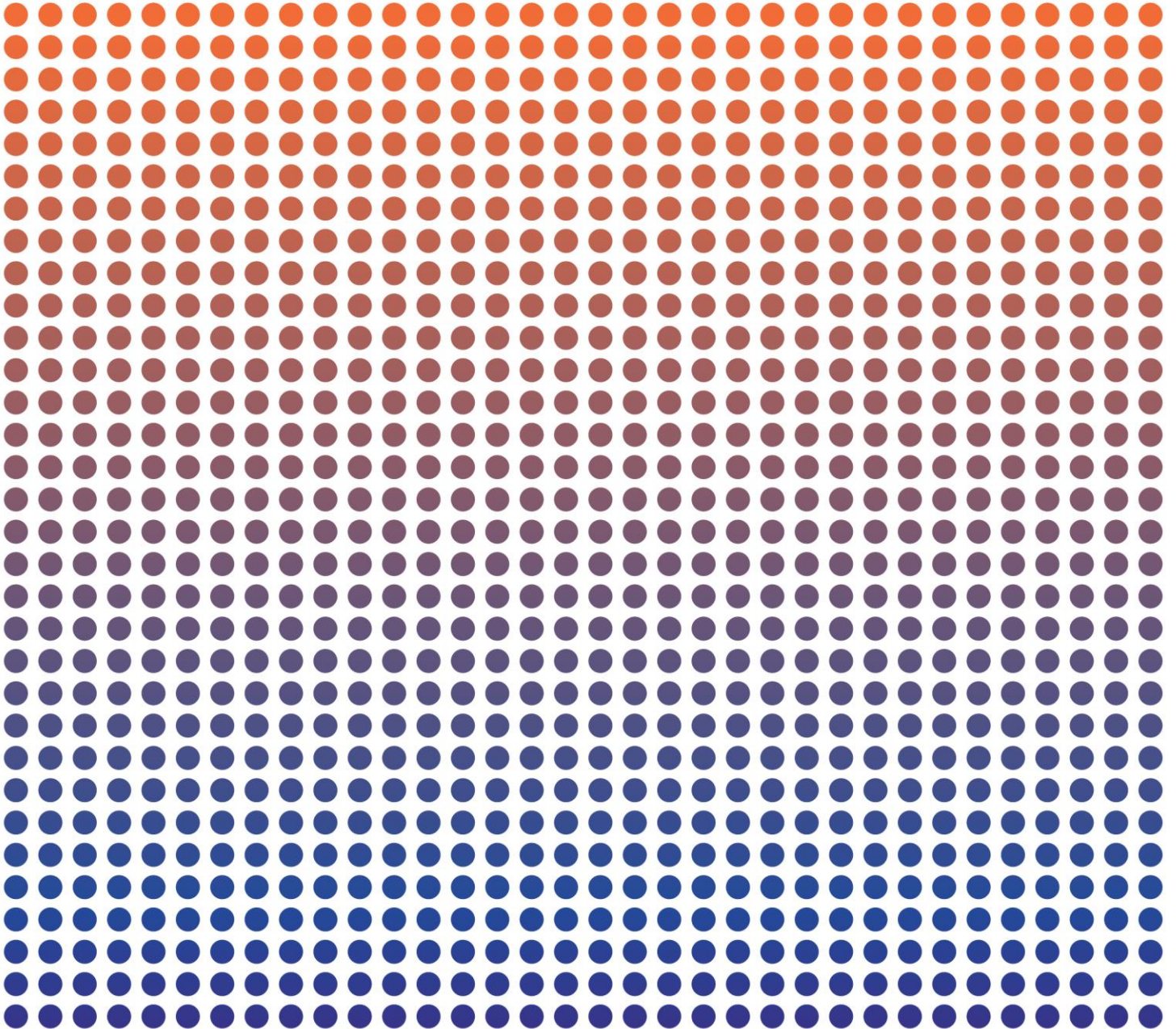
Attachment B

Statement of Environmental Effects

STATEMENT OF ENVIRONMENTAL EFFECTS

CROWN DEVELOPMENT APPLICATION FOR TEMPORARY USE OF MOORE PARK
ASSOCIATED WITH COMMUNITY AND SPORTING EVENTS
MOORE PARK

January 2024



Prepared by
Milestone (AUST) Pty Limited

Contacts
Luke Signoretti
Lisa Bella Esposito

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SUBMISSION DOCUMENT LIST

- Owners Consent to lodge the DA with City of Sydney Council.
- This Statement of Environmental Effects prepared by Milestone.
- Centennial Park and Moore Park Trust Venue License Agreement Template (**Appendix A**).
- NSW Environmental Protection Authority (EPA) Variation of Prevention Notice dated 18 February 2015 (**Appendix B**).
- Heritage Impact Statement prepared by Milestone dated October 2023.

1 INTRODUCTION

We submit a Crown Development Application (DA) to the City of Sydney Council (Council) to seek approval for temporary use of Moore Park (the site) in connection with community and sporting events, including the erection of associated temporary structures and hours of operation. Development Consent is sought on a permanent basis. This application has been prepared by Milestone (AUST) Pty Limited (Milestone) on behalf of the Centennial Park and Moore Park Trust (the Trust).

The intention of the DA is to reduce unnecessary planning red tape by eliminating the requirement for each temporary use on the site to obtain separate development consent, thereby facilitating the streamlined use of Moore Park for community and sporting events, including the Sydney Gay and Lesbian Mardi Gras and the Sydney Running Festival, which are held on the site annually.

The proposal supports the key objectives of the policy documents relating to Moore Park, including the Moore Park Master Plan 2040, Moore Park East Landscape Plan, and the Centennial Park Plan of Management by encouraging public access to the site through community and sporting events, whilst maintaining the parkland setting of the site and its cultural heritage and integrity. Progressive action on the site including the removal of overflow parking within the Moore Park East Precinct provides further community and recreational opportunities and balances the roles of the site for freely accessible public open space, as well as more intensive uses such as sporting events.

The Trust sits under Greater Sydney Parklands, which pursuant to Clause 6 of Part 2 of the Greater Sydney Parklands Trust Act 2022, identifies the status of the Greater Sydney Parklands Trust as a NSW Government Agency, which is declared to be statutory body representing the 'Crown' for the purposes of any Act. Accordingly, this application is classified as a '*Crown Development Application*'.

This submission identifies the site and its context, describes the proposed development and provides an assessment of the likely impacts in terms of the matters for consideration contained in Section 4.15(1) of the Environmental Planning and Assessment Act 1979 (the Act), as amended.

2. THE SITE AND BACKGROUND

2.1 Site Description

The site known as 'Moore Park' is managed by Greater Sydney Parklands and owned by the Centennial Park and Moore Park Trust (the Trust) in accordance with the Centennial Park and Moore Park Trust Act 1983. The Centennial Parklands generally comprises Centennial Park, Moore Park, Queens Park and the Entertainment Precinct (former Moore Park Showground). Moore Park consists of approximately 120ha of parklands and playing fields, including the Moore Park Golf Course (refer to **Figure 1**).

Moore Park includes the following precincts relevant to the application, which are outlined in **Figure 2** and summarised as follows:

Moore Park West Precinct

Moore Park West comprises a large expanse of grassed area bordered by trees, which is easily accessible by surrounding residents. It is largely used for informal sporting activities such as cycling, running as well as by both Sydney Boys High School and Sydney Girls High School. The Korean War Memorial is located at the northern entrance.

Moore Park East Precinct

Moore Park East comprises three sections including the land surrounding Kippax Lake to the north, Tramway Oval in the centre, and an open grassed area at the southern end opposite the Hordern Pavilion and the Royal Hall of Industries.

Robertson Road Precinct

Moore Park South East accommodates a number of sporting facilities including cricket fields, tennis courts and netball courts. Residential dwellings are located to the south east of Moore Park South East along Robertson Road.

Moore Park Golf Precinct

This area includes the area of open space delineated by Cleveland Street, Anzac Parade, South Dowling Street and the northern boundary of the Moore Park Golf Course as well as the Moore Park Golf Course itself and E.S. Marks Athletic Field. The open space area to the north is largely open grass land used for informal sporting activities. E.S. Marks Athletic Field contains a 400m running track and athletics facilities, sports field, a grand stand seating area and meeting rooms.



Figure 1: Site Locality Map
Source: SIX Maps, 2023

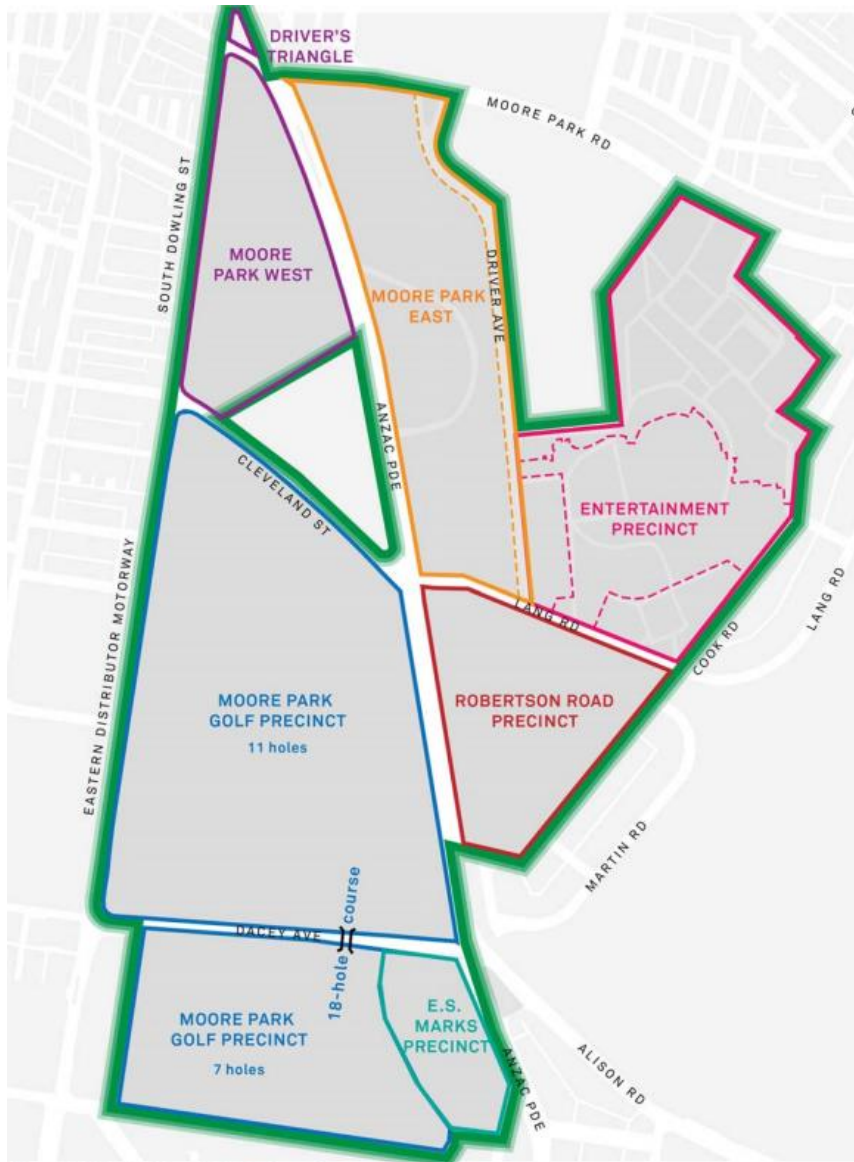


Figure 2: Moore Park Precincts Plan
Source: Moore Park Master Plan 2040

2.2 Site Context

Moore Park sits on the southeastern fringe of the Sydney CBD and is located approximately 1km east of Central Railway Station, approximately 600m north west of Royal Randwick Racecourse and approximately 5km north east of Kingsford Smith Airport. Moore Park Golf Course forms a substantial part of the Moore Park South Precinct. The Sydney Light Rail runs underneath the Moore Park West Precinct via an underground tunnel, and travels along Anzac Parade alongside the Moore Park site precincts (refer to **Figure 3**).

The site is bound to the east by the Sydney Football Stadium, also known as 'Allianz Stadium', the Sydney Cricket Ground (SCG) and the Entertainment Quarter (EQ). The site adjoins a number of established residential areas including Paddington to the north, Darlinghurst to the northwest, Surry Hills to the west, Kensington to the south, and Centennial Park to the east (refer to **Figure 3**).

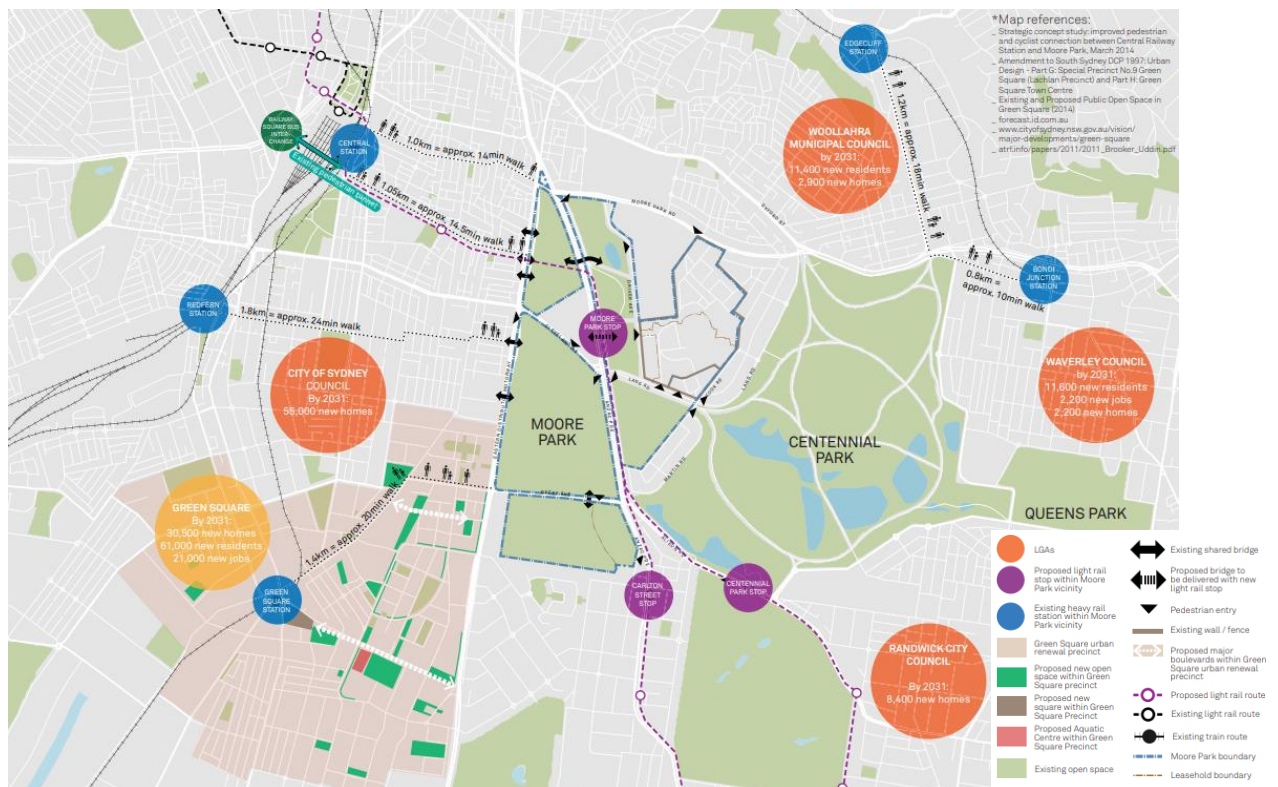


Figure 3: Pedestrian and Public Transportation Network
Source: Moore Park Master Plan 2040

2.3 Background Development Approvals

The site has a long-established history of use as a place for hosting temporary events. The relevant previous approvals issued by the consent authority for the site include:

Development Consent No D/2006/16

Development Consent No. D/2006/16 was approved by Council on 26 September 2006 for use of Moore Park for a period of five years as a venue for events which attract over 2,500 people (classed as major events). Events include the Sydney Gay and Lesbian Mardi Gras, music festivals, circuses as well as community, sporting, charity and corporate events. Major events were approved to be held for a maximum of 20 days per calendar year.

The Consent Notice lapsed on 26 September 2011.

Development Consent No. D/2013/640

On 13 November 2013, Council approved Development Consent No. D/2013/640 for:

“Continued use of Moore Park as a venue for major events which attract over 2,500 people, such as the Sydney Mardi Gras and the Sydney Running Festival, circuses and musical concerts. Major events with more than 2,500 people are to be held up to 20 days per year. Circuses are to be held for up to 65 calendar days per year. Musical concert events are to be held for a maximum of 8 days per year within the 20 days approved for major events set out above.”

The Consent Notice lapsed on 7 November 2018.

Development Consent No. D/2018/819

On 24 October 2018, the Sydney Local Planning Panel approved Development Consent No. D/2018/819 for:

“Continued use of Moore Park as a venue for hosting temporary events, including major events which attract over 2,500 people, for 20 days per calendar year for a further five years, such as the Mardi Gras and Sydney Running Festival, music concerts, exhibitions, competitions and events. This also includes events with sound amplification equipment, which have

a crowd capacity of greater than 5,000 people for no more than 8 days per calendar year. Use of Moore Park for filming and photography”.

Modified Development Consent No. D/2018/819/A

On 13 November 2018, Development Consent No. D/2018/819 was modified by Council pursuant to Section 4.55(1) of the Environmental Planning and Assessment Act 1979 (EP&A Act) to *“amend the description of the Land to be Developed to delete reference to 6 Anzac Parade”*.

Development Consent No. D/2018/819 (as modified) lapsed on 24 October 2023, pursuant to Condition No. 4 of the Modified Consent Notice. Condition 4 reads:

(4) TIME LIMITED CONSENT

Approval for use of Moore Park for events under this consent shall expire after five years from the date of this consent.

This Crown Development Application seeks temporary use of Moore Park for community and sporting events on a permanent basis, including the erection of associated temporary structures and hours of operation which vary those permitted via the Exempt Development Pathway, pursuant to Division 3 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (Codes SEPP).

3. DESCRIPTION OF PROPOSAL

3.1 Overview

This Crown Development Application seeks the temporary use of Moore Park, as bound by South Dowling Street to the west, Moore Park Road to the north, Driver Avenue, Robertson Road and Centennial Park to the east, and the southern boundary of Moore Park Golf Course to the south for community and sporting events and the erection of associated temporary structures on a permanent basis.

Temporary uses proposed on the site will not include music concerts. The types of temporary uses to be held on the site will include, but are not limited to:

- Sydney Gay and Lesbian Mardi Gras.
- Sydney Running Festival.
- Fan Zones and Activations.
- ANZAC Memorial Dawn Service.

It is important to note that in accordance with Division 3 of the Codes SEPP, temporary structures and hours of operation associated with an approval for use of land are permitted via the Exempt Development Pathway. However, the requirements under Division 3 are not suitable to provide for the needs of the proposed temporary uses at Moore Park and therefore, development consent is sought for temporary structures and hours of operation outside those permitted under the Codes SEPP.

Sydney Gay and Lesbian Mardi Gras

The Sydney Gay & Lesbian Mardi Gras (Mardi Gras) typically occurs annually in March and is a LGBTQ+ pride parade that attracts 12,500 participants and an audience of 200,000 - 300,000. Over 20,000 interstate and international visitors come to Sydney for this event, resulting in a positive economic impact to NSW of approximately \$30 million (AUD). The parade commences at Hyde Park in Sydney CBD and travels approximately 2km along Oxford Street, Flinders Street and Anzac Parade, concluding in Moore Park. This involves major road closures across Sydney CBD, Darlinghurst, Surry Hills, and Moore Park. The parade has multiple ticketed or restricted access viewing areas, including an accessible viewing bay at Moore Park, accommodating over 400 guests. This viewing area is set up as a family-oriented, more relaxed way to view the parade and includes a parenting/nursing tent and picnic area for families.

The Mardi Gras is likely to require spectator seating and associated temporary structures that do not meet the Development Standards for Exempt Development under the Codes SEPP.

Sydney Running Festival

The Sydney Running Festival occurs annually in September and is a 42km marathon course for running and wheelchair races, which passes through Moore Park. Within Centennial Parklands. The event includes first aid and drink stations, plus an event compound to receive, sort, pack, and deliver equipment to the course. The event is expected to attract a maximum of 6,000 people to Moore Park and operates between 7:30am to 10:30am, on a Sunday.

The Sydney Running Festival includes a live site on Driver Avenue, Moore Park, opposite the SCG and includes mobile video screens, staging, food vendors, music, and entertainment.

Fan Zones and Activations

Fan Zones are meeting and celebration spaces usually associated with major sporting events such as the Football World Cup or Rugby World Cup. While Fan Zones are unlikely to occur on a regular basis these can play an important role in crowd management for the associated events. Fan Zones will only be associated with delivering events within the broader precinct, such as at the SCG or the SFS. They will not be held separately by the Trust.

Fan Zones and Activations are likely to require mobile structures or equipment, such as video screens and communications equipment and temporary structures larger than permitted in accordance with the

relevant Development Standards for Exempt Development under the Codes SEPP (temporary structures larger than 300m²).

Anzac Day Dawn Service

The Anzac Day Dawn Service occurs annually on 25 April and commemorates all Australians and New Zealanders who serve and have served in the Armed Forces. The annual dawn service is held in Moore Park West with approximately 150 people in attendance.

This temporary use requires approval for alternate hours of operation, with setup from 2:00am and the service commencing from 5:15am to 6:00am.

3.2 Number of Events

Division 3 of the Codes SEPP does not impose a limit on the number of community events that can be held on the site or the duration of the event in Moore Park. Notwithstanding, the proposed temporary use of Moore Park will:

- Not be for more than 30 consecutive days, from the start of set-up to the completion of clean-up for the use, and
- Not use a location for more than 60 days, inclusive of set-up and clean-up time, in any calendar year.

Additionally, Moore Park is not intended to be used for events with more than 2,500 people for more than 20 events per calendar year (excluding bump-in and bump-out - generally consistent with the previous consent). This does not include fan zone activations, which do not attract additional patrons to the site and cater for passing patrons visiting the Sydney Cricket Ground or Sydney Football Stadium.

3.3 Hours of Operation

Division 3 of the Codes SEPP outlines the hours for the operation permitted for temporary events via the Exempt Development Pathway, as follows:

- 7.30 am to 11.00 pm on Monday, Tuesday, Wednesday or Thursday,
- 7.30 am to 12.00 am on Friday or Saturday,
- 8.00 am to 8.00 pm on Sunday,

The hours of operation required for the temporary use of Moore Park vary from those provided under Division 3 of the Codes SEPP, and are as follows:

- 7.30 am to 11.00 pm on Sunday to Thursday.
- 7.30 am to 12.00 am on Friday or Saturday.
- Setup time for the use to start no earlier than 6.00 am, or end later than midnight, on any day.
- Clean up time for the use to end no later than 2 hours after the use was to stop.
- Sporting events and other ceremonial events that do not involve sound amplification may commence prior to sunrise.
- Anzac Day Dawn Service may commence at 5:00am with set-up from 2.00am.

3.4 Temporary Structures

A number of temporary structures are required in association with temporary events held on the site, including:

- Marquees and tents, including those greater than 300m².
- Stages and Platforms.
- Mobile video screens.
- Viewer seating.
- Temporary food and drink premises.
- Toilet facilities.

- Crowd control barriers.
- Temporary fencing.
- First aid stations.

The erection of temporary structures associated with an approval for the use of land may be carried out via the Exempt Development Pathway in accordance with Division 3 of the Codes SEPP. The proposed temporary use of Moore Park will sometimes require temporary structures to be erected that are in exceedance of those permitted under Division 3 and therefore, the proposal seeks approval for the erection of temporary structures on the site which are not consistent with the Development Standards of the Codes SEPP. As an example, the Sydney Gay and Lesbian Mardi Gras, which is held annually, requires marquees and tents greater than 300m², mobile video screens, and viewer seating for the parade.

The Trust reviews and approves all event applications including events that involve the installation of temporary structures. This rigorous internal management process will continue by the Trust for every temporary event.

3.5 Operational Details

All temporary events held on the site will be operated in accordance with the Venue Licence Agreement entered into with the Trust (held at **Appendix A**). The Venue License Agreement outlines all operational requirements to be adhered to by the event organiser, including the safe and secure installation of associated temporary structures and other event overlay.

Further details in regard to the noise impact management of Moore Park are publicly available on the Centennial Parklands website and in the 'Centennial Park and Moore Park Trust Noise Management Plan' dated 30 January 2009, also known as "Centennial Parklands Noise Management Plan", which is also available on the Centennial Parklands website. This Noise Management Plan will continue to apply to temporary uses on the site captured by this Crown Development Application.

Further, all events will be managed so that they are consistent with the requirements of the NSW Environmental Protection Authority (EPA) Variation of Prevention Notice dated 18 February 2015 (held at **Appendix B**).

3.6 Travel Management

The Plan of Management 2018 for Centennial Parklands has been informed by a number of subordinate strategic plans, including a comprehensive Transport Access and Parking Plan. Further, the Venue License Agreement requires a Traffic Management Plan to be prepared by all event organisers to address pedestrian and vehicle management throughout the site. The Traffic Management Plan must be prepared by an accredited certifier prior to the event and approved by the Trust in accordance with the Venue License Agreement.

The Trust is a member of the Moore Park Event Operations Group (MEOG), which is chaired by Transport for New South Wales (TfNSW) and comprises staff from relevant venues and government agencies. MEOG is responsible for the coordination of event operations and traffic management of the Moore Park Precinct, thereby ensuring diligent management of traffic, parking, and access on the site will be implemented for all major uses.

4. STATUTORY PLANNING FRAMEWORK AND ENVIRONMENTAL ASSESSMENT

In accordance with Section 4.15(1) of the Act, the following section provides an appraisal of the proposed development having regard to the statutory planning instruments that are applicable to this site.

4.1 Environmental Planning and Assessment Act 1979 (Crown Development Application)

Under the provisions of Section 4.33(1) of the Environmental Planning and Assessment Act 1979 (the Act) where a Development Application is made by or on behalf of the 'Crown', the Consent Authority must not:

- (a) refuse its consent to a Crown development application, except with the approval of the Minister [for Planning], or
- (b) impose a condition on its consent to a Crown development application, except with the approval of the applicant or the Minister."

The Centennial Park and Moore Park Trust (CPMPT) sits under Greater Sydney Parklands and aims to expand and improve green space and parklands within Sydney, and reinforce its global reputation as a 'city within a park'.

Clause 6 of Part 2 of the GSPT Act, identifies the status of the Greater Sydney Parklands Trust as follows:

6 Status of Trust

The Trust is—

- (a) a corporation, and
- (b) a NSW Government agency.

Section 13A of the Interpretation Act 1987 declares a NSW Government Agency to be a body that is a statutory body representing the 'Crown' for the purposes of any Act. Accordingly, this Development Application is classified as a "Crown Development Application" and the provisions of Section 4.33 of the EP&A Act apply.

4.2 Heritage Act 1977

The subject site forms part of State Heritage Item No. 0.1384, pertaining to 'Centennial Park, Moore Park, Queens Park' pursuant to the NSW State Heritage Inventory (refer to **Figure 4**). Part of State Heritage Item No. 02068, pertaining to the 'Sydney Mardi Gras Parade Route' also runs through the site along Anzac Parade between Moore Park West Precinct and Moore Park East Precinct (refer to **Figure 5**).

The proposal does not constitute Integrated Development as the Site Specific Exemptions for Centennial Parklands dated 27 March 2000, lists the following as exempt from the need to obtain approval under the Heritage Act 1977:

8. Management of temporary events.

Temporary use of a section of the Parklands, temporary road closures and the installation of temporary buildings, structures, fencing, facilities, exhibitions, artworks, crowd control barriers, stages, lighting, sound and public address equipment and signage for a period not exceeding 6 months where the Trust is satisfied that the activity will not materially affect the heritage significance of the Parklands as a whole or the area in which they are to be undertaken.

In light of the above, the site specific exemption which covers Moore Park remains in force and the proposal is not classified as 'Integrated Development' under the provisions of the EP&A Act. The proposal, therefore, does not require separate approval from Heritage NSW under the Heritage Act 1977.



Figure 4: Centennial Park, Moore Park and Queens Park State Heritage Register Map
 Source: NSW Heritage State Register, 2023

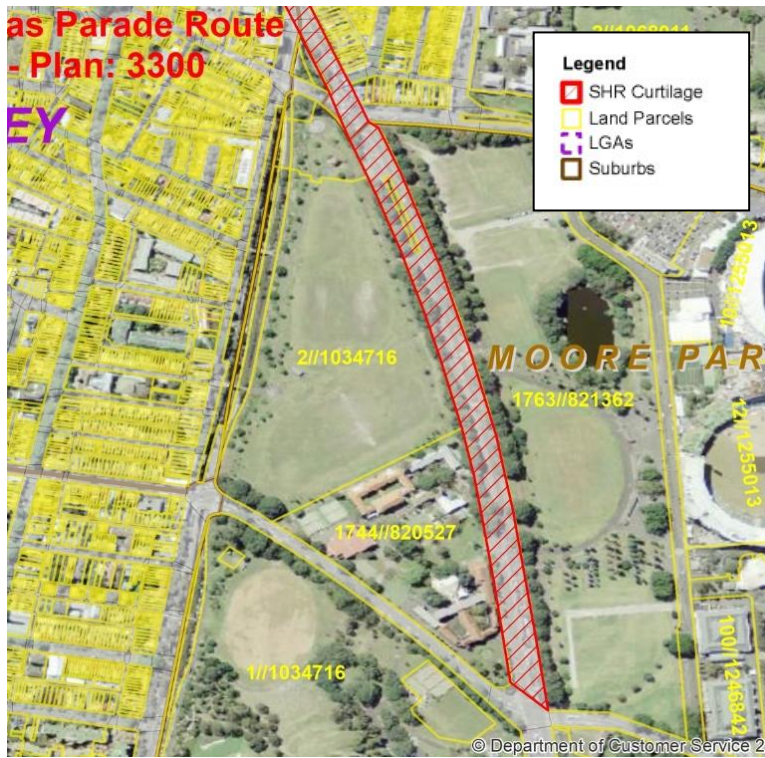


Figure 5: Sydney Mardi Gras Parade Route State Heritage Register Map
 Source: NSW Heritage State Register, 2023

4.3 Greater Sydney Parklands Trust Act 2022

The Greater Sydney Parklands Trust comprises the following parklands:

- Centennial Parklands (including Moore Park),
- Western Sydney Parklands,
- Fernhill Estate,
- Callan Park, and
- Parramatta Park.

In accordance with the Greater Sydney Parklands Trust Act 2022 (GSPT Act), each individual park trust that sits under Greater Sydney Parklands remains in place, along with associated legislation, including heritage listings and associated plans of management.

The objectives of the GSPT Act are as follows:

3 Objects

The objects of this Act are as follows—

- (a) to maintain and improve the parklands estate across Greater Sydney and ensure the parklands estate is effectively managed and operated to deliver world-class and ecologically sustainable parklands for the public,*
- (b) to enable the Greater Sydney Parklands Trust to facilitate a connection to Country for First Nations peoples that—*
 - (i) recognises and conserves First Nations peoples' cultural heritage and values through the use of the parklands estate, and*
 - (ii) establishes long-term and mutually beneficial partnerships that give effect to the ongoing relationships of First Nations peoples with Country,*
- (c) to ensure the conservation of the natural and cultural heritage values of the parklands estate and the protection of the environment within the parklands estate,*
- (d) to advocate for a long-term vision to achieve the outcome of quality parklands across Greater Sydney, particularly connectivity of green corridors and public access to open space,*
- (e) to encourage the use and enjoyment of the parklands estate by the community by promoting and increasing the recreational, historical, scientific, educational, cultural and environmental values of lands within the parklands estate,*
- (f) to ensure the parklands estate may be used by the community in a way that is adaptive and recognises and responds to the diverse needs of the community,*
- (g) to provide increased opportunity for community engagement to shape regionally significant parklands in response to diverse community needs.*

The proposal has a strong community focus, seeking the temporary use of Moore Park site for sporting and community events, including associated temporary structures. All temporary uses on the site will be carried out in accordance with the Centennial Parklands Plan of Management (2018-2028) endorsed by the Trust, as well as the requirements imposed under the Venue License Agreement, to ensure effective event management and conservation of the natural and cultural heritage values of the site and surrounding lands. The proposal directly supports the long-term vision of the site to achieve quality parklands and public access to open space. The proposal is therefore consistent with the objectives of the GSPT Act.

4.4 Centennial Park and Moore Park Trust Act 1983 and Centennial Park and Moore Park Trust Regulation 2014

The Centennial and Moore Park Trust Act 1983 (CPMPT Act) establishes the Centennial Park and Moore Park Trust and sets out the objectives and functions of the Trust. The use of Moore Park for temporary events is consistent with the objectives set out in Section 8 of the CPMPT Act, as follows:

“8 Objects of Trust

The objects of the Trust are:

- (a) to maintain and improve the Trust lands,*
- (b) to encourage the use and enjoyment of the Trust lands by the public by promoting and increasing the recreational, historical, scientific, educational, cultural and environmental value of those lands,*
- (c) to maintain the right of the public to the use of the Trust lands,*
- (d) to ensure the protection of the environment within the Trust lands, and*
- (e) such other objects, consistent with the functions of the Trust in relation to the Trust lands, as the Trust considers appropriate.”*

The proposal seeks approval for the temporary use of the Moore Park site for use and enjoyment by the public with the hosting of various community and sporting events over the calendar year. The use of the site for temporary events increases the recreational value of Moore Park for such events. The temporary nature of the events ensures that the Moore Park site continues to be primarily oriented towards serving the local community and providing quality public open space that is freely accessible. Therefore, the proposal is consistent with the objectives of the CPMPT Act.

4.5 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

Pursuant to the Site Specific Exemptions under Section 57(2) of the Heritage Act 1977, Exempt Development for the purposes of temporary uses and erection of temporary structures may be carried out on the site, in accordance with Division 3 of Part 2 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (Codes SEPP).

Temporary Structures

The following temporary structures may be erected on the site via the Exempt Development Approval Pathway:

- Temporary structures and alterations or additions to buildings for filming purposes (Subdivisions 2.115 and 2.116 of the Codes SEPP).
- Tents or marquees used for filming purposes and private functions (Subdivisions 2.117 and 2.118 of the Codes SEPP).
- Tents, marquees, or booths for community events (Subdivisions 2.119 and 2.120 of the Codes SEPP).
- Stages or platforms for private functions (Subdivisions 2.121 and 2.122 of the Codes SEPP).
- Stages or platforms for community events (Subdivisions 2.123 and 2.124 of the Codes SEPP).

The abovementioned Development Standards are not always suitable to provide for the needs of the temporary events proposed at Moore Park. For example, tents, marquees, or booths for community events cannot exceed a total floor area of 300m², pursuant to Subdivision 2.120 of Division 3 of the Codes SEPP, as well as additional temporary structures.

The proposal therefore seeks development consent for the erection of additional temporary structures, as well as temporary structures in exceedance of the Development Standards under Division 3 of the Codes SEPP, as outlined in **Table 1**.

Table 1: Proposed Temporary Structures

Codes SEPP Requirement	Proposed Temporary Structures
<p><i>Subdivision 7: Tents, Marquees, or Booths for Temporary Events</i></p> <p><i>Clause 2.120 Development Standards</i> <i>(a) for all tents, marquees and booths being used at the same time—the development must not have a total floor area exceeding 300m²,</i></p>	<ul style="list-style-type: none"> • The proposal seeks no size restriction for tents or marquees for temporary uses on the site.
Not Applicable	<p>Additional temporary structures proposed in association with temporary events:</p> <ul style="list-style-type: none"> • Mobile Video Screens. • Viewer Seating.

The Trust reviews and approves all event applications for the site, including events that involve the installation of temporary structures. The proposal seeks approval for the erection of temporary structures that do not meet the provisions for Exempt Development under the Codes SEPP. The Trust will comprehensively assess all event applications, including associated temporary structures, to ensure they are appropriate within Moore Park and will require the site to be returned to its original condition post-event.

Hours of Operation

Division 3 of the Codes SEPP outlines hours of operation permitted for community events via the Exempt Development Pathway under Clause 2.120 of Subdivision 7. The hours of operation required for the temporary use of Moore Park vary from those provided under Division 3 to capture set up times, post event clean up, and the hours of operation associated with the ANZAC Dawn Service, as outlined in **Table 2**.

Table 2: Proposed Hours of Operation

Codes SEPP Requirements	Proposed Hours of Operation
<p><i>Clause 2.120 Development Standards</i> <i>(k) the event must take place only during the following periods (unless it is a community event to which Subdivision 9 applies)–</i></p> <p><i>(i) 7.30 am to 11.00 pm on Monday, Tuesday, Wednesday or Thursday,</i></p> <p><i>(ii) 7.30 am to 12.00 am on Friday or Saturday,</i></p> <p><i>(iii) 8.00 am to 8.00 pm on Sunday,</i></p>	<ul style="list-style-type: none"> • 7.30 am to 11.00 pm on Sunday to Thursday. • 7.30 am to 12.00 am on Friday or Saturday. • Setup time for the use to start no earlier than 6.00 am, or end later than midnight, on any day. • Clean up time for the use to end no later than 2 hours after the use was to stop. • Sporting events and other ceremonial events that do not involve sound amplification may commence prior to sunrise. • Anzac Day Dawn Service may commence at 5:00am with set-up from 2.00am.

4.6 State Environmental Planning Policy (Transport and Infrastructure) 2021

The site has boundaries to, and is traversed by, classified roads including the Anzac Parade, Cleveland Street, The Eastern Distributor, South Dowling Street, Dacey Avenue and Moore Park Road. Therefore, consideration under Subdivision 2 of Division 17 of State Environmental Planning Policy (Transport and Infrastructure) 2021 (Transport and Infrastructure SEPP), relating to development in or adjacent to road corridors and road reservations is required.

Clause 2.119 of the Transport and Infrastructure SEPP states:

- “(2) The consent authority must not grant consent to development on land that has a frontage to a classified road unless it is satisfied that:*
- (a) where practicable, vehicular access to the land is provided by a road other than the classified road, and*
 - (b) the safety, efficiency and ongoing operation of the classified road will not be adversely affected by the development as a result of:*
 - (i) the design of the vehicular access to the land, or*
 - (ii) the emission of smoke or dust from the development, or*
 - (iii) the nature, volume or frequency of vehicles using the classified road to gain access to the land, and*
 - (c) the development is of a type that is not sensitive to traffic noise or vehicle emissions, or is appropriately located and designed, or includes measures, to ameliorate potential traffic noise or vehicle emissions within the site of the development arising from the adjacent classified road.”*

The proposal seeks temporary use of Moore Park for community and sporting events and the erection of temporary event structures and hours of operation outside of those permitted as Exempt Development under the Codes SEPP. The operation of the site for temporary events will be in accordance with the Plan of Management (2018) for Centennial Parklands, which has been informed by a comprehensive Transport Access and Parking Plan. The Moore Park Event Operations Group (MEOG), as chaired by Transport for New South Wales (TfNSW), also manages traffic and patron ingress and egress to the site during temporary uses and the cumulative effects on the network.

The site’s long-standing temporary use history demonstrates the successful and diligent management of traffic, parking, and access, during community and sporting events, with the established management plans and processes in place. As such, the proposal is considered to satisfy the requirements under Clause 2.119 of Transport and Infrastructure SEPP.

Parks and Other Public Reserves

Pursuant to Subclause 2.73(2) of Transport and Infrastructure SEPP, development for any purpose may be carried out without consent on Trust lands within the meaning of the CPMPT Act, by or on behalf the Trust.

The proposal pertains to the temporary use of Moore Park, which sits is within the lands of the Trust and is consistent with Centennial Parklands Plan of Management (2018-2028) (PoM 2018), as discussed in **Section 4.9.1** of this report. It is noted that the proposed temporary uses are not always carried out by or on behalf of the Trust, such as the Sydney Gay and Lesbian Mardi Gras and the Sydney Running Festival. As such the proposal requires consent, to enable the temporary use of the site by others.

Traffic-Generating Development

Pursuant to Clause 2.122 of the Transport and Infrastructure SEPP, traffic-generating development that has direct vehicular or pedestrian access to a classified road will be referred to Transport for New South Wales (TfNSW) for comment. Any response received from TfNSW will be taken into consideration as part of the assessment of this Crown Development Application.

4.7 State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapter 6 – Water Catchments

The State Environmental Planning Policy (Biodiversity and Conservation) 2021 (Biodiversity and Conservation SEPP) applies to the site. The site is identified within the Biodiversity and Conservation SEPP as being located in the Sydney Harbour Catchment.

Division 2 of Chapter 6 outlines general controls for development within a water catchment. The site is located within the Sydney Harbour Catchment, however, is not located in the Foreshores Waterways Area. Therefore, the general controls of Biodiversity and Conservation SEPP are not applicable to the proposed development.

Given the Crown Development Application relates to the use of land at Moore Park for temporary events, there will be no adverse impact on the quality of water flowing into the Sydney Harbour catchment. The proposal will have no impact on the quality of water entering a waterway, nor will it alter the amount of stormwater runoff in the locality. Therefore, further assessment of the proposal against the general controls of the Biodiversity and Conservation SEPP is not required.

Temporary Use of Land

Division 2 of Chapter 6, Clause 6.14 relates to the temporary use of land in the Sydney Harbour catchment:

- (1) The objective of this section is to provide for the temporary use of land in the Sydney Harbour Catchment if the use does not compromise future development of the land or have detrimental economic, social, amenity or environmental effects on the land.*
- (2) This section applies to land in the Sydney Harbour Catchment.*
- (3) Development consent may be granted to development on land in the Sydney Harbour Catchment for a temporary use for a maximum period of 52 days, whether or not consecutive, in a period of 12 months, even if the development would otherwise be prohibited by this Chapter.*
- (4) Development consent must not be granted unless the consent authority is satisfied of the following—*
 - (a) the temporary use will not prejudice the subsequent carrying out of development on the land in accordance with this Chapter and any other applicable environmental planning instrument,*
 - (b) the temporary use will not have an adverse impact on adjoining land or the amenity of the neighbourhood,*
 - (c) the temporary use and location of structures related to the use will not have an adverse impact on environmental attributes or features of the land or increase the risk of natural hazards that may affect the land,*
 - (d) at the end of the temporary use period the land will, as far as is practicable, be restored to the condition in which it was before the commencement of the use.*
- (5) Development consent may be granted to development for the temporary use of a dwelling as a sales office for a new release area or a new housing estate for a period exceeding the maximum period specified in subsection (3).*
- (6) Subsection (4)(d) does not apply to a temporary use referred to in subsection (5).*

The intent of this proposal is to facilitate the temporary use of Moore Park for community and sporting events without the need to obtain individual development consent for each event from the consent authority. Moore Park has a long-established history of temporary use associated with major events and the site has an excellent record of efficiently managing off-site impacts associated with noise, waste, safety, and crowd management. Therefore, the proposal is considered to meet the objective of Clause 6.14 of the Biodiversity and Conservation SEPP.

4.8 Sydney Local Environmental Plan 2012

Zoning and permissibility

The site is located within the RE1 Public Recreation Zone pursuant to Sydney Local Environmental Plan 2012 (LEP 2012) (refer to **Figure 6**). The objectives of the RE1 Public Recreation Zone are as follows:

- *“To enable land to be used for public open space or recreational purposes.*
- *To provide a range of recreational settings and activities and compatible land uses.*
- *To protect and enhance the natural environment for recreational purposes.*
- *To provide links between open space areas.*
- *To retain and promote access by members of the public to areas in the public domain including recreation facilities and waterways and other natural features.”*

The site has a long-standing history of temporary uses comprising community and sporting events, that contribute positively to Sydney’s cultural vibrancy and also provide a form of social interaction and cultural recreation. This proposal seeks the use of the land for temporary uses. The proposal is considered to directly support the objectives of the RE1 Public Recreation Zone as follows:

- It will provide a diversity of recreational uses within Moore Park, including community and sporting events, whilst retaining access to, and the use of the park by the public.
- The proposed temporary uses will continue to be ancillary to the primary use of the site as open space and a public recreation area.
- Visitation of Moore Park will be encouraged through the hosting of temporary events that in turn will raise public awareness of the site and its facilities.

The proposed development involves the continued use of the site as a ‘recreation area’, which is defined in LEP 2012 as follows:

*“**recreation area** means a place used for outdoor recreation that is normally open to the public, and includes:*

- (a) a children’s playground, or*
- (b) an area used for community sporting activities, or*
- (c) a public park, reserve or garden or the like,*

and any ancillary buildings but does not include a recreation facility (indoor), recreation facility (major) or recreation facility (outdoor).”

The proposed development is consistent with the existing public recreational use of the site and is permissible on the site with consent.

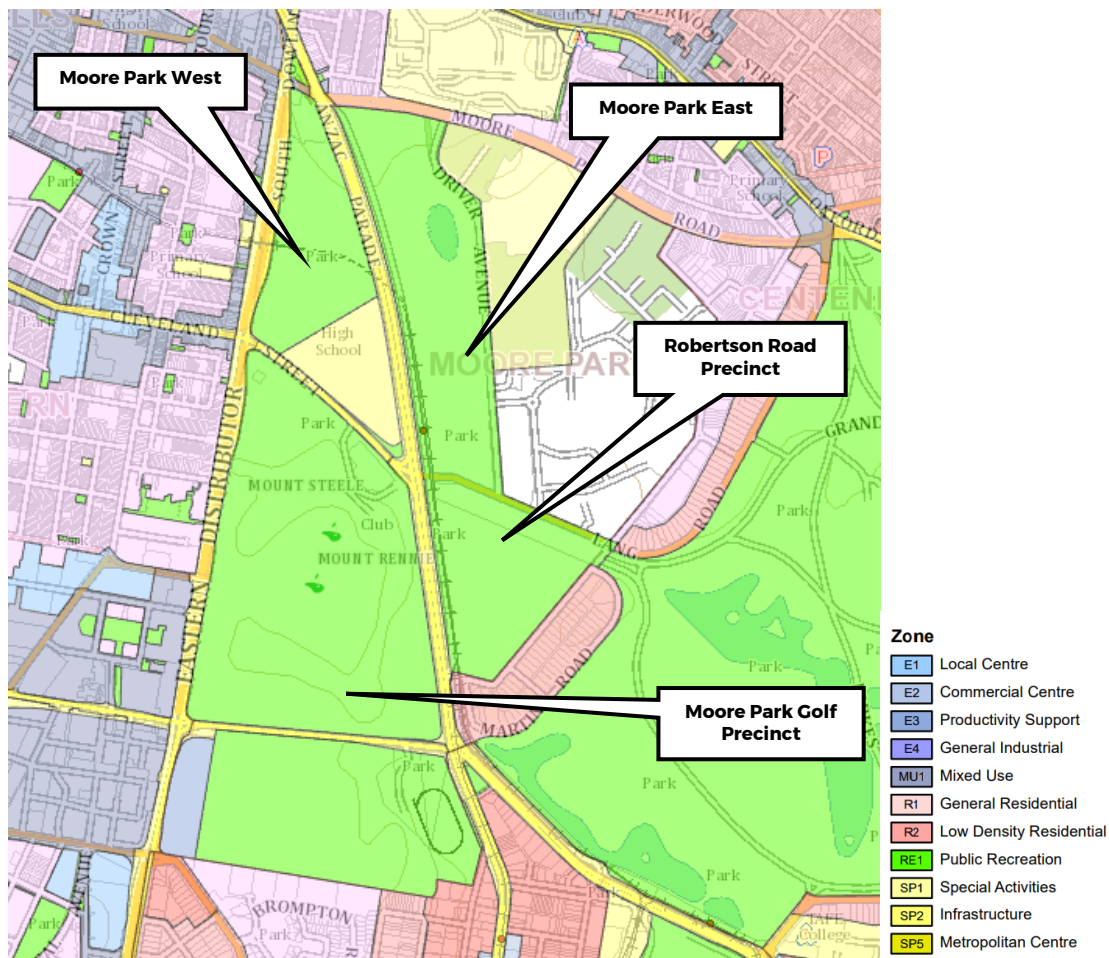


Figure 6: Zoning Map
Source: Sydney LEP 2012

Heritage (Clause 5.10)

The objectives of Clause 5.10 of LEP 2012 relating to heritage conservation, are as follows:

- (a) to conserve the environmental heritage of the City of Sydney,
- (b) to conserve the heritage significance of heritage items and heritage conservation areas, including associated fabric, settings and views,
- (c) to conserve archaeological sites,
- (d) to conserve Aboriginal objects and Aboriginal places of heritage significance."

The site comprises a heritage item of local significance within the Moore Park East Precinct, described under Schedule 5 of LEP 2012 as "Former Tollhouse including interior" (Item No. 1957). The site is also located in the vicinity of other heritage items pursuant to Schedule 5 of LEP 2012, including "Sydney Boys High School group including buildings and interiors, zoological gardens remnants, landscaping and grounds" (Item No. 1958), bounded by the Moore Park East, South, and West Precincts of the site (refer to **Figure 7**). Centennial Parklands, including Moore Park, is listed on the State Heritage Register (Item No. 01384) and also includes part of the State Heritage Item No. 02068, pertaining to the 'Sydney Mardi Gras Parade Route' along Anzac Parade.

The proposal will not detract from the heritage significance of Moore Park itself or Item No. 1957, which is situated on the site, or the surrounding heritage items by virtue of the temporary nature of the proposal and required management procedures. Views to and from the site to the heritage items in the vicinity of Moore Park will be generally maintained as approved, with any impacts being temporary.

The entirety of the site is located within Heritage Conservation Area No. C36 known as "Moore Park" pursuant to Schedule 5 of LEP 2012 (refer to **Figure 7**). The following assessment of significance is provided for the Moore Park Heritage Conservation Area pursuant to the NSW State Heritage Register:

[Historical significance] Centennial Park is historically significant as part of the site of the second Sydney Common and public open space proclaimed by Governor Lachlan Macquarie on 5th October 1811. It is the site of Sydney's second and third water supply, Busby Bore and the Lachlan Water Reserve. It is the site of Sydney's first public suburban drive - the Grand Drive. It is the first designed suburban park, based on the English model of integrated suburban residential development and recreational open space.

[Social significance] Centennial park, designed as a People's Park, has provided an important social venue for meetings of a range of community groups, commemorative events, sporting events, military venues, concerts and general public recreation.

[Aesthetic significance] The area is of aesthetic significance for its large expanse of open space and important tree plantings, as well as numerous elements including the Moore Park entry gates and five memorial fountains. The majestic fig trees, which are set off the expansive fields, or line the main roadways, including Anzac Parade, Federation Way, Cleveland Street, Lang Road, Dacey Avenue, South Dowling Street and Moore Park Road, are significant landscape elements."

The NSW State Heritage Inventory also outlines the state heritage significance of the Sydney Mardi Gras Parade Route, highlighting the Mardi Gras event as one of Australia's most famous and loved events, as well as the social and cultural values of the parade route, particularly within the LGBTQIA+ community:

"Sydney Mardi Gras Parade Route is both rare as the singular site in New South Wales that saw public protests begin and accelerate seeking equal human rights, reformed legislation, community organisations and support for LBGTQIA+ communities, and is representative at state level of an early colonial road (in fact two, counting Anzac Parade and Flinders Street as a second), a Victorian High Street with a rich Edwardian and Victorian array of architecture and mix of land uses and services".

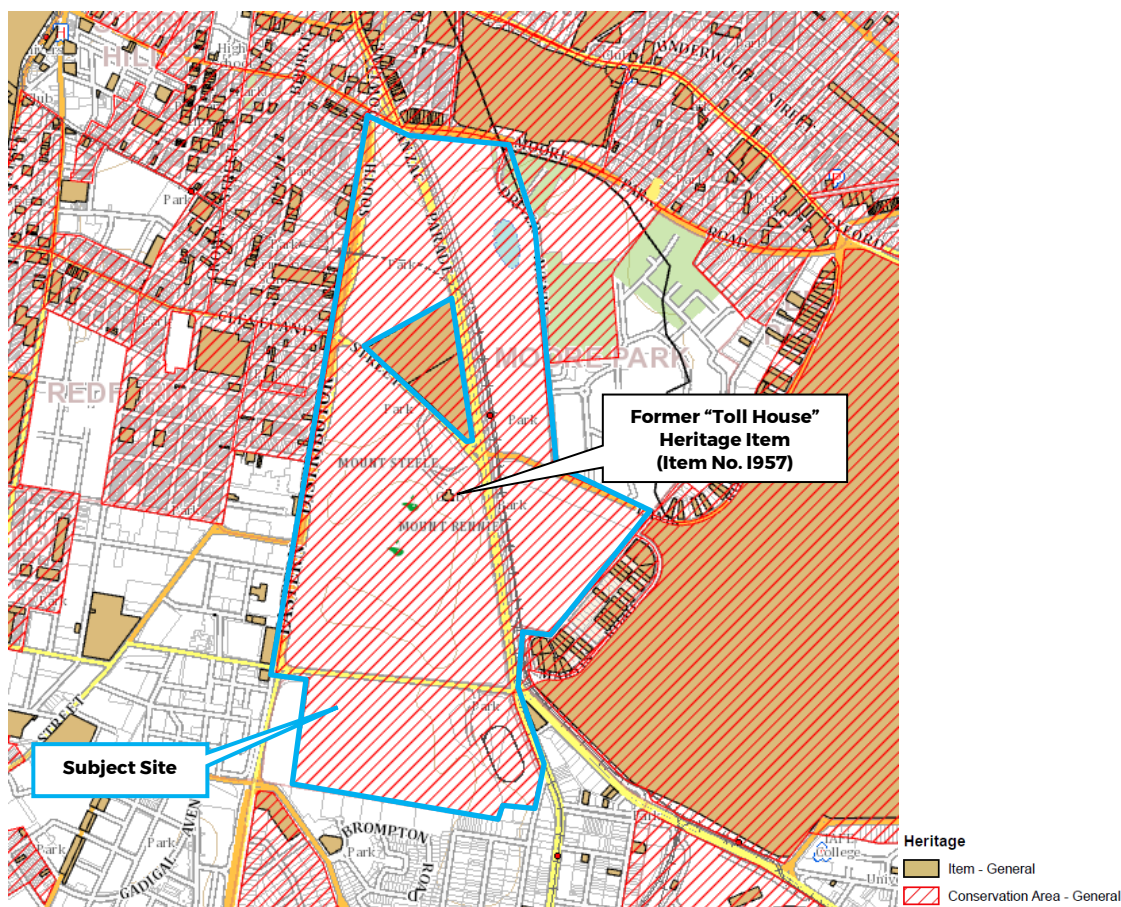


Figure 7: Heritage Map
Source: Sydney LEP 2012

Centennial Parklands Conservation Management Plan 2003

The Centennial Parklands Conservation Management Plan 2003 (CMP) was prepared by Conybeare Morrison and Partners to satisfy the requirements of the State Heritage Register listing of Moore Park and Centennial Parklands pursuant to the Heritage Act 1977.

The adopted CMP for the site provides recommendations for events and celebrations:

“Events and Celebrations

Continue to utilise the Centennial Parklands as a venue for a diversity of events and celebrations, including music, cultural, art, community and social events, celebrations and exhibitions.

Events and celebrations need to have adequate transport and car parking arrangements while minimising impact on the heritage attributes of the Parklands. Management practices will continue to minimise such impacts and include management of the cumulative impact of activities.”

The proposal is consistent with the above recommendations as it provides for a diversity of community and sporting events to be held at Moore Park. Furthermore, the procedures, policies and practices employed by the Trust in the assessment and management of temporary uses to ensure impacts on heritage within the site and those adjoining are minimised and mitigated, and the overall heritage significance of the Parklands is not compromised.

The temporary use of the site for events and associated temporary works and structures will provide an acceptable impact on the “Tollhouse” Heritage Item, the surrounding heritage items, as well as the Moore Park Heritage Conservation Area, being that operational measures for temporary uses on the site are established and will be maintained. To this end, the proposal does not result in adverse heritage impacts on the site. The proposal is considered to be consistent with the objectives of Clause 5.10 of LEP 2012 and satisfies the requirements of Clause 5.10(4).

Overall, the proposal involves only works of a temporary and reversible nature, which will add vibrancy and playfulness to Moore Park. The proposal is very exciting and positive from a heritage perspective and will, when events are on, temporarily enliven the views to the adjoining and surrounding heritage items and within the Moore Park Conservation Area. Further, the proposal, when events are held, will temporarily enliven the Moore Park Precinct creating positivity and interest around the surrounding heritage landmarks and within Moore Park.

An assessment of the potential heritage impact of the proposed development is contained in the Heritage Impact Statement prepared by Milestone, dated November 2023.

Preservation of Trees or Vegetation

The proposed development does not seek consent for the removal or the pruning of any existing trees or vegetation on site. The individual licence agreement entered into for each event between the Trust and the event organiser includes requirements for the protection of grassed areas and requires that all temporary structures and associated infrastructure is placed outside of any Tree Protection Zone to maintain the health of all existing trees located in Moore Park and on adjacent sites.

4.9 Other Policies

4.9.1 Centennial Parklands Plan of Management (2018-2028)

The Trust adopted its first Plan of Management for Moore Park in 1990 with more comprehensive plans of management applying to the entire Parklands adopted in 1998 and 2006. Centennial Parklands Plan of Management (2018-2028) (PoM 2018) is the current Plan of Management in force for the site and has been endorsed by the Trust and the then NSW Minister for Environment and Heritage.

The PoM 2018 was prepared in accordance with the provisions of the CPMPT Act and is the strategic document that guides and informs the detailed planning and management of the Parklands. The PoM 2018 has been informed by a Master Plan, as well as a number of subordinate strategic plans, including a

Conservation Management Plan, Environmental Policy and Management System, Tree Management Plan and Transport Access and Parking Plan.

The PoM 2018 identifies ten strategic directions known as the 'Ten Seeds for Success', which identify the priorities of planning for the Moore Park and Centennial Parklands. The proposal for the temporary use of the site for the hosting of community and sporting events is consistent with these strategic directions, in particular:

1. **Visitor experience and brand** by delivering outstanding visitor experiences through financially sustainable events that enhance cultural, creative, sporting, health, and community wellbeing, while protecting Sydney's vital assets. Events held on the site, including the Sydney Running Festival, reach a global audience, enhancing Sydney's brand and reputation as a global destination.

4.9.2 Moore Park Plan 2040

The Moore Park Plan 2040 addresses the need to provide a comprehensive Master Plan for the entire Centennial Parklands comprising Moore Park, Centennial Park and Queens Park to guide the direction and management of the Centennial Parklands over the next 25 years (2015-2040).

The proposed development seeks consent for the temporary use of Moore Park in association with community and sporting events and associated temporary structures and hours of operation, which will encourage public access to the site, maintain the parkland setting and its cultural heritage and integrity (refer to **Figure 8**). The proposal will achieve consistency with the objectives of the Moore Park Plan 2040 which are as follows:

- *Conserving the integrity of Moore Park's natural and cultural heritage for appropriate future uses.*
- *Understanding the diverse parts while planning for the whole.*
- *Providing appropriate mitigation strategies to the ongoing challenges presented by climate change.*
- *Creating improved access and permeability including greater promotion of sustainable transport options allowing for a more vibrant and better connected precinct.*
- *Conserving and enhancing flora and fauna biodiversity.*
- *Adopting environmentally sustainable water use.*
- *Maintaining and enhancing green open space.*
- *Increasing opportunities for both passive and active recreation use across the parkland.*
- *Allowing for new experiences for residents and visitors with greater visitation and participation.*
- *Creating robust and sustainable commercial opportunities."*
- *Responding to the population growth and needs of Sydney moving toward 2040, particularly around neighbouring localities of Green Square, East Redfern, Surry Hills, Randwick and Paddington.*
- *Responding to planned capital projects and initiatives from within the Park and neighbouring stakeholders."*

4.9.3 Moore Park East Landscape Plan

The Moore Park East Landscape Plan seeks to enhance the identity of Moore Park while balancing the role of the park as a public open space for the local community, as well as being a thoroughfare for major events held at the adjacent Entertainment Precinct. Moore Park East has long been a destination for sport and physical activity but its availability for passive recreation and overall landscape quality has been limited by its secondary function as an event overflow parking area. Provision of overflow car parking within the Moore Park East Precinct will gradually be removed, providing further community and recreational opportunities within the precinct.

The plan has a focus on providing greater community amenity through:

- More trees and 'greening' of the Park.
- Improved access for pedestrians and cyclists.
- Greater provision for passive recreation.
- Greater emphasis on Aboriginal heritage and culture.
- Proposed new and enhanced facilities for high performance and community sport.
- Integration with the Light Rail network - prioritising pedestrian safety during event mode.

The proposed temporary use of the site supports the overall objective of the Moore Park East Landscape Plan, facilitating community and sporting events that are inclusive and attract the local community to the

site. The proposal will not inhibit access to the site for public use, nor will it result in permanent impacts to the parklands.



Figure 8: Overview of the Moore Park Master Plan 2040
Source: Moore Park Master Plan 2040

4.9.4 50 Year Vision for Greater Sydney's Open Space and Parklands

The Greater Sydney Parklands is implementing the NSW Government's 50 Year Vision for Greater Sydney's Open Space and Parklands for a sustainable, liveable, green, and cool Sydney. The 50-Year Vision establishes the principles within which Greater Sydney Parklands will protect the future of Centennial Park and Moore Park. The Vision sets out four strategic directions:

- *Strategic Direction 1: Growing parks for people.*
- *Strategic Direction 2: Connecting people to parks.*
- *Strategic Direction 3: Keeping Sydney green and vibrant.*
- *Strategic Direction 4: Caring for the environment.*

The proposal seeks approval for the temporary use of the site in association with community and sporting events that will attract the local community to the Moore Park site, connecting people to the parkland. The temporary nature of the proposal ensures that there is a balance within the site for quiet open space freely accessible by the public, as well as more intensive uses such as major community and sporting events. The management of temporary uses on the site will be in accordance with the endorsed PoM 2018, as well as the conditions of the Venue License Agreement to preserve the natural, cultural, and scenic values of the site. Therefore, the proposal is consistent with the four strategic directions of the 50 Year Vision.

4.9.5 Noise Management Policies

The two noise policies administered by the Trust to manage noise impacts arising from the use of the site are as follows:

1. Notice of Preventive Action amended 18 February 2015 (pursuant to Section 96 of Protection of the Environment Operations Act 1997).
2. Centennial Park and Moore Park Trust Noise Management Plan 2009.

Notice of Preventive Action (Amended 18 February 2015)

On 26 February 2001 the NSW Environment Protection Authority (EPA) issued a Notice of Preventive Action pursuant to Section 96 of the Protection of the Environment Operations Act 1997, which sets out the conditions that apply to all events where sound amplification equipment is used within the site. All events must comply with the requirements of the Notice, which is included as condition on any Event Licence Agreement issued by the Trust.

On 18 February 2015 the EPA issued a Variation of Prevention Notice (held at **Appendix B**), which notes:

"The EPA identified the need to vary the prevention notice so that the definition of a Category 1 Event excludes minor sporting events held at the E.S Marks facility. The E.S Marks facility is host to 60-70 minor sporting events (such as school athletic carnivals) per annum and it is not the intention of the prevention notice to regulate these events. The intention of the prevention notice is to regulate noise from major events and special events."

General Conditions are imposed under the Notice applying to all abovementioned categories of events held on the site, as well as specific conditions for each category to limit and monitor noise levels from any amplification equipment used in association with temporary events.

Centennial Park and Moore Park Trust Noise Management Plan 2009

The Centennial Park and Moore Park Trust Noise Management Plan 2009 (Noise Management Plan) recommends noise management strategies to be implemented for temporary events held on the site. The Noise Management Plan will continue to remain applicable to all temporary events that are held on the site as part of this Crown Development Application.

All temporary events held on the site will be consistent with the requirements of the Notice of Preventive Action (as amended), and all event organisers must comply with the requirements of the Noise Management Plan.

4.10 Sydney Development Control Plan 2012

The Sydney Development Control Plan 2012 (DCP 2012) applies to the site. An assessment of the proposal against the relevant DCP 2012 provisions is undertaken below.

Part 3.5 – Urban Ecology

The proposed development does not seek consent for the removal or the pruning of any existing trees or vegetation on the site. The individual licence agreements entered into for each event between the Trust and event organisers will include requirements for the protection of grassed areas and requires that all temporary structures and associated infrastructure is placed outside of any Tree Protection Zone to maintain the health of existing trees.

Part 3.11 – Transport and Parking

The proposed temporary use of the site for community and sporting events will result in increased traffic within the surrounding road network during the time of the event. Traffic Management Plans are required for all temporary events on the site. Traffic impacts will be appropriately managed by the Trust, who are a member of the Moore Park Event Operations Group (MEOG), comprising of staff from relevant venues and government agencies, responsible for the coordination of event operations and traffic management of the Moore Park Precinct. MEOG develops operational plans to ensure the delivery of safe and successful events in the Moore Park Precincts.

The Trust also has a number of management plans in place to manage potential impacts on traffic and transport in the area and the Venue License Agreement also requires a Traffic Management Plan to be prepared by all event organisers to address pedestrian and vehicle safety and traffic management throughout the site. The Traffic Management Plan must be certified by a Transport for NSW accredited certifier prior to the event being approved by the Trust in accordance with Item No. 11 of the Venue License Agreement.

The majority of patrons travelling to the site for an event will do so via public transport. The site is highly accessible via public transport, with Central Railway Station located approximately 1km to the west of Moore Park and Sydney Buses stopping along Anzac Parade, Cleveland Street, and Lang Road. The Moore Park Light Rail Station is also located on the eastern side of Anzac Parade. When major events are held, additional public transport is generally provided by the NSW Government to cater for the additional patrons accessing the site. This process will be maintained under the proposal to ensure minimal impact to the surrounding road network and locality is maintained.

Part 3.9 – Heritage

Potential heritage impacts of the proposal have been considered under **Section 4.7** of this report and within the HIS prepared by Milestone, dated November 2023. It is considered that the proposal will result in acceptable heritage impacts and will not detract from the heritage significance of Moore Park itself, the Sydney Mardi Gras Parade Route, Local Heritage Item No. 1957 situated on the site, or the surrounding heritage items by virtue of the temporary nature of the proposal and management requirements for all events.

Overall, the proposal is very exciting and positive from a heritage perspective and will, when events are on, temporarily enliven the Moore Park Precinct creating positivity and interest around the surrounding heritage landmarks and within Moore Park.

Part 3.12 – Accessible Design

All temporary events held on the site will continue to provide appropriate access and accessible facilities are provided for persons with a disability, in accordance with all relevant provisions of the Building Code of Australia (BCA).

Part 3.13 – Social and Environmental Responsibilities

Strict security and management procedures will be enforced for all temporary events held on the site to deter antisocial behaviour and maintain safety, crowd control, and amenity of surrounding residential development. This will be implemented for each event as part of the Venue Licence agreement.

Part 3.14 – Waste

All event organisers are required to develop a Waste Management Plan for submission to the Trust for approval in accordance with the Venue License Agreement.

Part 3.15 – Late Night Trading Management

Moore Park plays an important role in hosting a range of community and sporting events throughout the calendar year, which provide flow on economic benefits as well as attracting crowds and event attendees that stimulate the late night economy through discretionary spending prior to and following events.

The proposal does not relate to use of a premises and therefore, the Late Night Trading provisions are not strictly applicable to the site. Further, the site is not located within a designated Late Night Trading Area pursuant to the provisions of DCP 2012. Notwithstanding, the proposal has been considered pursuant to Part 3.15 of DCP 2012, to ensure the temporary use of the site for community and sporting events diligently manages potential impacts to the amenity of the surrounding residential community, in particular noise impacts.

To manage noise impacts, event organisers holding events, are required to enter into a Venue Licence Agreement with the Trust agreeing to comply with the EPA Notice of Prevention Action and the Noise Management Plan relevant to Moore Park.

4.11 Section 4.15(1) Assessment

Section 4.15(1) of the Act requires the following matters be considered in the assessment of the proposed development.

4.11.1 Impact of the development including the environmental impact of the development on both the natural and built environment and social and economic impacts on the locality

The primary use of Moore Park is to accommodate the recreational needs of the community. Impacts associated with the temporary use of the Moore Park site for community and sporting events and the erection of associated temporary structures, will be short term and non-permanent. All associated impacts will be temporary in their duration. Temporary events will be diligently operated in accordance with the requirements of the Venue License Agreement to minimise environmental impacts on the site and surrounding area. All works associated with temporary structures and event overlay will be temporary and reversible. All temporary structures will be removed by the end of the bump out period and the site will be reinstated to its existing condition at the end of the event. Impacts from the bump in and bump out phases will also result in some impacts on the community and visitors to the site and the locality.

Overall, the proposal will result in social and economic benefits to the City of Sydney that provide jobs and financial investment, as well foster the night-time economy of Sydney. The Trust will continue to review each proposed community and sporting event held on the site and impose diligent management procedures to minimise any environmental impact to the site and the surrounding area. A comprehensive assessment of the short-term impacts of the proposal is provided below.

Heritage

The proposed temporary use of Moore Park and the erection of any associated temporary structures will not materially affect the heritage significance of the parklands overall, nor will it detract from the heritage significance of the site, the Moore Park Heritage Conservation Area, the Sydney Mardi Gras Parade Route, Local Heritage Item No. 1957 situated on the site, or the surrounding heritage items by virtue of the temporary nature of the proposal. The procedures, policies and practices employed by the Trust in the management of temporary uses ensure impacts on heritage within Moore Park are minimised and mitigated, and the overall heritage significance of the site is not compromised in any way.

The use of the site as a venue for the hosting of temporary events and the erection of associated temporary structures is therefore considered to be acceptable in regard to heritage conservation.

Visual Impact

The proposal for temporary uses on the site will have an overall positive visual impact on the locality and is suitable in context of the Moore Park site and surrounding development. The proposed temporary structures associated with events will be required to be professionally designed, structurally certified to the necessary regulatory Australian Standards, and will be required to have a positive and dynamic visual outcome on the streetscape, landscape, and public domain settings.

Any view loss from the public domain and surrounding properties generated as a result of the proposal will be temporary in nature, and only for the duration of the temporary use. The site will be reinstated to its existing condition immediately at the conclusion of the temporary use and there will be no permanent impact on any element of the locality in respect to view loss and visual amenity.

Social and Economic Impact

The proposal will contribute to generating positive social and economic benefits for Sydney with the continuation of the temporary use of the Moore Park site for hosting of community and sporting events, which attract both the local community and international tourists. This will have overall positive social and economic impacts for the locality and Sydney.

Noise Impact

Under the provisions of the Centennial Park and Moore Park Trust Act 1983, the Trust has established regulations and procedures for noise complaint handling during temporary uses on the site. The acoustic criteria for temporary uses on the site are governed by the EPA in accordance with the Notice of Preventive (as modified). The Notice outlines noise control requirements for temporary events including:

- Provide a definition on the types of events based on use and occupancy/attendance numbers, and outlines:
 - the location where each event type can take place.
 - the times of year when each event type can take place.
 - hours for events and duration of events.
 - noise level limits.
- Details noise monitoring and reporting requirements, including location and methodology.
- Details complaint management.
- Requirements for notifying nearby residents likely to be significantly impacted by noise from the site.

Noise from temporary uses on the site are often significantly louder than the surrounding environment including residential areas. To manage noise impacts, a Venue Licence Agreement will be entered into with the Trust and will require compliance with the EPA Notice of Prevention Action and the Noise Management Plan relevant to Moore Park.

Safety and Security

The proposal seeks temporary use of the Moore Park site and the erection of associated temporary structures. Operational Plans of Management will be prepared for all temporary uses on the site in accordance with the Venue Licence Agreement to ensure a high standard of event management and minimal environmental impact to surrounding properties is maintained.

Stringent security and management practices to deter anti-social behaviour and to ensure reasonable residential amenity to surrounding residential areas will be implemented as part of the Venue Licence Agreement.

Traffic and Parking Management

The site is highly accessible to public transport infrastructure, which is situated within walking distance for event attendees. When major events are held, additional public transport is generally provided by the NSW Government to cater for the additional patrons accessing the site.

The Trust, as a member of MEOG, will continue to coordinate event operations and traffic management of the Moore Park Precinct, to ensure the delivery of safe and successful events within the site. Pursuant to the Venue License Agreement, prior to the commencement of the event, the event organiser must prepare a Traffic Management Plan to address pedestrian and vehicle safety and management throughout the site for sign off by the Trust and relevant government agencies for major events. The Traffic Management Plan will be prepared by an accredited certifier in accordance with the Venue License Agreement.

Noting the site's history of diligent transport access and traffic management associated with temporary events, the temporary use of Moore Park for community and sporting events is deemed to be acceptable.

Crowd Management and Public Safety

The "Parkland's Event Organiser's Toolkit" is an online guideline provided by Centennial Parklands for event organisers operating in Moore Park, and outlines guidelines for the management of crowds and maintaining public safety including:

- Lost Property and Meeting Point Procedures.
- Designated Safety Officers.
- Emergency Evacuation Routes.
- Site Safety Assessment.
- Alcohol and Drug Management.
- First Aid and Medical.

4.11.2 Suitability of the Site for the Development

The suitability of the site for temporary uses and associated temporary structures has been established through the long standing use the land for a range of recreational events, including community and sporting events, including the Sydney Gay and Lesbian Mardi Gras and Sydney Running Festival. Given the successful and diligent management history, the site has proven its suitability for holistic approval for temporary uses and the erection of associated temporary structures and event overlay.

Operational Plans of Management prepared by the event organiser in accordance with the Venue Licence Agreement with the Trust will ensure that temporary use of the site and associated temporary structures will have an overall acceptable impact on the amenity and safety of adjoining properties and the locality overall.

4.11.3 Any submissions made in accordance with the Act or Regulation

In accordance with The City of Sydney Community Participation Plan, the proposal will be publicly notified for 28 days. The proponent will address any relevant matters raised by any submissions received by Council.

4.11.4 The Public Interest

The proposal is considered to be in the public interest as it will continue to play an important role in promoting Moore Park, as well as Sydney, as a destination for community and sporting events, whilst conserving the natural and cultural heritage values of the site and surrounding lands through diligent operational management.

The proposal will support the enjoyment of the site by the public with the hosting of various community and sporting events over the calendar year and contribute to tourism and the broader economy. All temporary events on the site will be managed by the Trust diligently in accordance with the requirements within the Venue License Agreement to ensure potential impacts of the development, albeit temporary impacts, are appropriately mitigated and managed.

The proposal will have positive public benefits through the temporary use of the site to facilitate and promote community and sporting events, including the Sydney Gay and Lesbian Mardi Gras and the Sydney Running Festival, encouraging social interaction and public recreation, as well as providing economic benefits. The proposal will also enable a more streamlined process, removing unnecessary planning red tape and reducing time when processing approval for temporary events on the subject site.

5. CONCLUSION

This Crown Development Application seeks the Development Consent for the temporary use of Moore Park in association with community and sporting events, as well as the installation of associated temporary structures and hours of operation, on a permanent basis.

In accordance with Section 4.15 of the Environmental Planning and Assessment Act 1979, the proposed development is considered appropriate and will not cause any significant adverse environmental, heritage, economic or social impacts. In addition, the proposal:

- Is permissible within the RE1 Public Recreation Zone under Sydney Local Environmental Plan 2012 and satisfies the objectives for the RE1 Public Recreation Zone;
- Accommodates the recreational needs of the community and ensures there is a balance within the site for freely accessible public open space, as well as major community and sporting events;
- Is consistent with the strategic policy for the site including Centennial Parklands Plan of Management 2018, Moore Park Plan 2040, Moore Park East Landscape Plan, and the 50 Year Vision for Greater Sydney's Open Space and Parklands;
- The site has a demonstrated history of diligent and successful management during temporary use of the site for events and the associated installation of temporary structures and event overlay, with minimal environmental impact on the site itself as well as the surrounding area;
- Contributes to the diversity of community and sporting event activation in Moore Park;
- Allows increased public and visitor access to Moore Park through the conduct of different types of, community and sporting events;
- Is designed and will be operated in accordance with management plans to minimise any impact on the environment and amenity of the locality and will reinstate all sites to existing condition following the event;
- Will be designed and managed to be inclusive and maintain positive safety crowd outcomes;
- Will have an acceptable impact on the surrounding heritage items and State Heritage Items, including Local Heritage Item No. 1957 situated on the site, and State Heritage Item No. 02068, pertaining to the 'Sydney Mardi Gras Parade Route';
- Sustainably manage all environmental impacts associated with the temporary use of the site, in particular potential noise drift to the residential areas around Moore Park;
- Will contribute positively to the public domain through high quality and unique activations and will enhance vitality and social interaction overall; and
- Will contribute positively to the economy through significant visitor numbers with flow on benefits to other businesses including hotels, food and drink premises and other tourist and entertainment venues.

In light of the merits of the proposal and in the absence of any significant adverse environmental, social, heritage or economic impacts, Milestone has no hesitation in recommending that the Crown Development Application for the temporary use of Moore Park for community and sporting events, as well as the installation of associated temporary structures, be approved subject to conditions to ensure the impacts of the development, albeit temporary impacts are appropriately mitigated and/or managed and operations are undertaken in accordance with the supporting operational and management plans.

MILESTONE (AUST) PTY LIMITED

Appendices

APPENDIX A. CENTENNIAL PARK AND MOORE PARK TRUST VENUE LICENSE AGREEMENT TEMPLATE



Venue licence agreement

The Centennial Park and Moore Park Trust ABN 37 220 827 521 (the **Trust**), by signing this document, grants a venue licence to *[insert correct legal name]* (the **Event Organiser**) for *[insert the name of the Event]* (the **Event**) at the time or times specified in the Details and if so specified, also for one or more subsequent Seasons in addition to the first Season.

This Licence is subject to conditions and obligations (the **Conditions**) set out in the following Sections that are also listed below.

The Event Organiser acknowledges and agrees that:

- they have read and understand the Conditions
- the Licence is subject to the Conditions including any specified pre-conditions
- the Conditions are very important and regulate responsibilities and liabilities
- the Event Organiser must strictly comply with the Conditions.

- Section 1:** Details
- Section 2:** Special Conditions
- Section 3:** Operational Requirements
- Section 4:** Marketing and Communication Requirements
- Section 5:** General Conditions
- Section 6:** Dictionary
- Attachment 1:** EPA Prevention Notice
- Attachment 2:** Site Plan & Event Impact Area
- Attachment 3:** Cross Promotional Entitlements (if applicable)
- Attachment 4:** Performance Assessment

Date: _____ 20____

Signed as a deed

Signed by *[insert correct legal title of Event Organiser]*
under s.127(1) of the
Corporations Act
2001

sign

office (director)

full name

sign

office (director or secretary)

full name



Centennial
Parklands

Signed for and on behalf of the **Centennial
Park and Moore Park Trust** ABN 37 220 827
521 by its authorised delegate in the presence
of:

Signature

Signature of witness

Name of Signatory (print)

Name of witness (print)

Position of signatory (print)



Section 1: Details

The items listed in this Details schedule have the corresponding meaning in this Licence, unless further defined in Section 6.

1. Date The date specified on the cover page.

2. Parties

Name: **Centennial Park and Moore Park Trust** constituted under the Trust Act

ABN: 37 220 827 521

Description: **Trust**

Notice details: Address Locked Bag 15, Paddington NSW 2021

Email **[insert]**

Name:

ABN:

Description: **Event Organiser**

Notice details: Address

Email

Telephone

Event Organiser

Contact 1

Mobile

Email

Event Organiser

Contact 2

Mobile

Email

3. Event

Description of Event: The conduct of *[Insert Name or description of the Event]* in the Parklands.

[If applicable, describe a single activity (or type of activity) that is going to occur on one or more days or over one or more periods. Where appropriate, also describe related ancillary activities such as the sale of tickets, the sale of goods, beverages and merchandise and so on.]

Site Description: *[Insert the appropriate name for the Site]*

Event IP: *[Insert specific names or descriptions or brands being used]*

Each of the following Australian registered trade marks –



[Insert trade mark number].

4. Event Periods

FIRST SEASON [YEAR]:

(First Season) *[delete First Season reference if there is only one Season]:*

Site Occupation Period:

[Specify time and date for the commencement and time and date for the end date: this is the entire period for when the Event Organiser can have any access to the Site or leave infrastructure on the Site. It includes any bump-in and bump-out periods (although those times will also be separately specified). It also includes any actual specific Event Times (although again, those times need to be separately specified).]

Bump-in Period:

[Specify the starting time and date and the ending time and date.]

Bump-out Period:

Specify the starting time and date and the ending time and date.]

SECOND SEASON [YEAR]:

Subsequent Season(s) (where more than one). Repeat for each additional year included in the agreement.

Repeat as above.

[Alternatively specify each subsequent season by reference to the approximate period, eg March or April 2020]

5. Event Time details

Event Time:

[Specify the day or days or period or periods relevant to this particular activity. Where appropriate, also specify specific start and end times. Where appropriate, also specify for each specific time, the particular activity that is being permitted at that time. Repeat for each year of the agreement]

6. Site population

Maximum number of patrons:

[Insert]

7. Payments

FIRST SEASON [YEAR]

Base Licence Fee:

[Insert] plus GST

Base Licence Fee payments and due dates:

25% plus GST (Deposit)

['Payable on signing' or Insert Date]

Balance plus GST

Payable *[Insert Date]*



Bond:	<i>[Insert]</i>	Payable <i>[Insert Date]</i>
<u>SECOND SEASON [YEAR]</u>	Repeat as above. <i>[Alternatively if applicable For each Subsequent Season:] Payable on the signing of the agreement of the New Details for that Season</i>	
Turnover Licence Fee:	<i>[Insert]% of Gross Receipts [and if the percentage doesn't apply to all sales or only particular sales, be specific, eg X% of Gross Receipts from food and beverage and Y% of Gross Receipts from tickets or any other entry or similar charge.]</i>	
Turnover Licence Fee due date:	<i>Within four (4) weeks after the Site Occupation Period, which is by [Insert date] the First Season [delete for the First Season reference if there is only one Season]</i>	
Bond:	<i>[\$[Insert amount] – in the form either of an unconditional bank guarantee from an Australian trading bank directly in favour of the Trust that has no time limit, or a bank cheque made payable to the Trust.</i>	
Bond Payment Due Date:	<i>No later than four (4) weeks prior to the commencement of the Site Occupation Period, which is by [Insert date] for the First Season [delete for the First Season reference if there is only one Season]</i>	
Sound Bond:	<i>[\$[Insert amount] – in the form either of an unconditional bank guarantee from an Australian trading bank directly in favour of the Trust that has no time limit, or a bank cheque made payable to the Trust.</i>	
Sound Bond Payment Due Date:	<i>No later than four (4) weeks prior to the commencement of the Site Occupation Period, which is by [Insert date] for the First Season [delete for the First Season reference if there is only one Season]</i>	
Interest Rate - late payment:	<i>2% above the 90 day Westpac Indicator Lending Rate as published in the Australian Financial Review on the relevant Payment Date or, if not published on that day, as published on the nearest following day. If that rate is no longer published, such other rate as the Trust reasonably determines as a replacement for that rate.</i>	

8. Alcohol

Is the Trust consenting to the Event Organiser providing alcohol in connection with the Event? *[Yes or No]*

Where alcohol is permitted, the Event Organiser must ensure that the service of alcohol ceases at *[Insert time – usually 30 minutes before the end time for the particular Event Time]* or *30 minutes before the end time for the particular Event Time, whichever is the earlier.*



9. Cross Promotional Entitlements: Tickets

Number of tickets to be supplied to the Trust for the opening of the Event:

[Specify number of tickets; if the tickets are also to be for any associated hospitality, say so]

Number of tickets to be supplied to the Trust for the Event, for general admission at any time:

[Specify number of tickets]

10. Private or not

Is the Event to be Private / Invitation only (see Section 4 for the implications):

[Yes or No]

11. Insurance

Risk	Amount	Date to Provide Policy Copies to Trust – “ First Season ” or “ each season ”
Public and Product Liability	\$20 million in respect of any one occurrence in respect of public liability and \$20 million in aggregate in respect of product liability, with an excess or deductible no greater than \$10,000 for any one occurrence (in the case of public liability) or in aggregate (in respect of public product liability). [And see Section 3, clause 20]	<i>[Insert date, eg four weeks prior to the commencement of the Site Occupation Period]</i>
Workers Compensation in respect of all Event Organiser’s employees	As required by the relevant legislation.	<i>[Insert date, eg four weeks prior to the commencement of the Site Occupation Period]</i>

12. Management Plan for the Event

Plan to be Submitted	Date for submission of Draft Plan– “First Season” or “each season”	Date for Submission of Final Plan– “First Season” or “each season”
First Aid and Medical Plan	<i>Four (4) weeks</i> prior to the commencement of the Site Occupation Period which is by: <i>[List date(s)]</i>	<i>Two (2) weeks</i> prior to the commencement of the Site Occupation Period which is by: <i>[List date(s)]</i>
Drug Management Plan		
Food and Beverage Management Plan		
Infrastructure Plan		
Marketing and Communications Plan		
Production Schedule		
Risk, Health & Safety Management Plan		
Security and Emergency Plan		
Signage Plan		
Sound Management Plan		
Traffic Management Plan		
Waste Management and Cleaning Plan		



Section 2: Special Conditions

1. Relationship with other conditions

If there is any inconsistency between any other part of this Licence and these Special Conditions, then to the extent of the inconsistency these Special Conditions prevail.

2. Sound Management

[Consider inserting special conditions to specify times when amplified sound is permitted, including both event start & finish/curfew and rehearsal/sound tests.]

For example:

- (a) The Event Organiser must ensure:
 - (i) no amplified sound occurs on the Event Time outside of the event start and finish times; and
 - (ii) rehearsals and/or sound tests only occur on the day prior to the Event Time and in accordance with approved Management Plan.

3. Event Infrastructure

- (a) *The Event Organiser must ensure all elements of site and course infrastructure are detailed in the Management Plan for the event.*
- (b) *The Event Organiser must check the event course route pre-event to ensure it is ready and suitable for the event.*
- (c) *The Event Organiser must ensure event infrastructure on the course route does not impact on Park operations external to the Event Time.*

[Insert any special conditions, continuing the clause numbering. NB these are legal contract conditions. They must be drafted in appropriate contract language and using language consistent with the other parts of this document. Take considerable care not to lose the benefit of the careful legal drafting of the other parts of this document.]



Section 3: Operational Requirements

1. Confidentiality

The Event Organiser acknowledges that the specific terms and conditions of this document are trade secret and confidential. The Event Organiser must keep the specific terms and conditions of this document confidential for at least 5 years after the date of the signing of this document.

2. Need to be Event Ready and possibilities for cancellation, postponement or suspension

See General Condition 7.

3. General Event Services – Performance Assessment

- (a) The Trust in its absolute discretion for the convenience of the Trust may invite the Event Organiser to meet at an agreed day and time up to eight (8) weeks after the event date to conduct a formal Event Performance Review.
- (b) In conducting the Event Performance Review, the parties must take into account the performance criteria in Attachment 4.
- (c) The Trust must take minutes of the Event Performance Review and provide a copy of them to the Event Organiser promptly after the Event Performance Review.
- (d) The Trust must complete the Performance Assessment Matrix and provide it to the Event Organiser at the Event Performance Review. The Trust may in its absolute discretion determine the rating accorded in the Event Performance Review.
- (e) The Trust may change the performance criteria and the Performance Assessment Matrix at any time up to three months before an event date, with written notice to the Event Organiser.
- (f) If the Event Organiser does not obtain a rating of 'Satisfactory' in the Performance Assessment Matrix for any of the performance criteria, the Event Organiser may provide a remedy to achieve an overall rating of 'Satisfactory' for future licenced events. The Trust in its absolute discretion may accept or not accept the remedies offered by the Event Organiser. Should the Event Organiser not offer a remedy, or should the Trust not accept the remedy offered by the Event Organiser, the Trust may terminate this Licence.

4. Catering

- (a) The Event Organiser must ensure all temporary food outlets meet Randwick City Council's Code for Establishment and Operation of Temporary Food Premises (where the Event is in Centennial Park), City of Sydney Council's Requirements for the Operation of Temporary Food Premises (where the Event is in Moore Park) and Waverly Council's Requirements for the Operation of Temporary Food

Premises (where the Event is in Queens Park). Council approval should be obtained at least 14 days prior to the Event.

- (b) The Event Organiser must only provide food and beverages:
 - (i) to the extent specifically within the description of the Event in this document; and
 - (ii) only to its employees and agents and patrons attending an Event.
- (c) The Event Organiser must ensure that no beverage is supplied or served in a glass container or glass.

5. Alcohol

- (a) The Event Organiser must not supply or procure the supply of any alcohol at the Event or on the Site unless the Details record that the Trust has consented. Where the Trust has consented to the provision of alcohol then the following provisions apply.
- (b) The Event Organiser must obtain and provide the Trust with a copy of an appropriate liquor licence, no later than one week before the Event Time.
- (c) The Event Organiser must:
 - (i) only supply alcohol strictly in conformance with the relevant liquor licence and all other legal requirements;
 - (ii) ensure that alcohol is only supplied by staff with appropriate responsible service of alcohol certification; and
 - (iii) ensure that the service of alcohol ceases at least thirty minutes before the end of the Event Time.
- (d) Whether or not the Event Organiser supplies alcohol, the Event Organiser must ensure that each aspect of the Management Plan has appropriate procedures to deal with and anticipate that the Event may attract or involve dealing with people affected by alcohol or another substance including people so affected who may be attracted to the Parklands because of the Event.

6. Infrastructure Planning

- (a) The Site will be provided by the Trust to the Event Organiser at the commencement of the the Site Occupation Period in clean condition and good state of ground repair. For the avoidance of doubt and without limiting the other provisions of this document, this obligation is subject to General Condition 7.
- (b) If and whenever reasonably required by the Trust to protect the Site, the Event Organiser must use grass and ground protection including in all high use areas and vehicle access points.

- (c) If applicable, and if and whenever reasonably required by the Trust to protect the Site, the Event Organiser must use free-standing weighted marquee structures, not marquees or tents pegged into the grass.
- (d) The Event Organiser must ensure all fencing installed on or around the Site for the purposes of the Event is safe and secure.
- (e) Weekend Bump-in and Bump-out work is permissible only within a fenced event site and not otherwise. For any Bump-in or Bump-out work, or anything else to do with an Event, large vehicle movements are restricted and are subject to the Trust's standing policies and directions.

7. Local residents

- (a) The Trust, at its discretion, may require a letter to be delivered to residents close to the Parklands informing those residents of the Event no later than two weeks prior to the commencement of the Event.
- (b) The letter is to be prepared and delivered at the sole expense of the Event Organiser but must be in a form and must be delivered within an area, as specified by the Trust.

8. Security

- (a) If the Trust determines, in its absolute discretion, that an Event requires security services or arrangements additional to those currently in place in the Parklands for the management and security of Parklands assets outside the Site, or the Event Organiser requests additional security services or arrangements, the Trust may procure the required additional services or arrangements.
- (b) The Event Organiser must pay for all security services required to conduct the Event at the Site including any additional or specific security services organised or provided by the Trust.
- (c) The Event Organiser must keep at the Site copies of security licences and current first aid certificates for staff of any third party security company engaged to conduct security work in the Parklands and make those copies available for inspection by the Trust, at all times.
- (d) The Event Organiser must provide, or must procure that any third party security company provides, copies of the following at least two weeks before commencing work on the Parklands:
 - (i) current master security licence in accordance with the *Security Industry Regulation 2016* (NSW) and the requirements of any relevant Government Authority (if any), and
 - (ii) insurance mirroring the insurance required to be arranged by the Event Organiser.
- (e) The Event Organiser must promptly report every incident occurring in connection with the Event to their Trust contact.

- (f) The Trust reserves the right to deny access to the Site to any third party security provider who, in the Trust's reasonable opinion, has not complied with any of the above conditions.
- (g) The Event Organiser must ensure that all security staff it engages:
 - (i) not wear or take firearms into the Parklands, and
 - (ii) obey any directions given by the Chief Executive.
- (h) The Event Organiser must provide, or must procure that any third party security company provides, copies of the following at least two weeks before commencing work on the Parklands if they are to carry out armed asset protection security:
 - (i) current master security licence in accordance with the *Security Industry Regulation 2016* (NSW) and the requirements of any relevant Government Authority (if any),
 - (ii) current firearms permit in accordance with the *Firearms Act 1996* (NSW), the *Weapons Prohibition Act 1998* (NSW), associated regulations and the requirements of any relevant Government Authority (if any), and
 - (iii) insurance mirroring the insurance required to be arranged by the Event Organiser.

9. Sounds and Rehearsals

The Event Organiser must ensure that the sound arising from the conduct of the Event complies with all relevant laws and the requirements of all relevant Government Agencies including the Prevention Notice. The provisions of clause 7, apply equally to preparations and rehearsals as to any actual Event. The Management Plan must be finalised before any sound rehearsal occurs and sound rehearsals may only take place on the Site during the Site Occupation Period and in accordance with approved Management Plan.

10. Tickets

- (a) The Event Organiser without charge must provide the Trust with:
 - (i) the number of tickets to the opening Event specified in the Details; and
 - (ii) the number of house tickets specified in the Details which are able to be used at any Event, for the Trust to use in its absolute discretion.

11. Traffic management

- (a) Prior to commencement of the event, the Event Organiser must prepare a Traffic Management Plan to address pedestrian and vehicle safety and management throughout the Site Occupation Period including during the Bump-in Period, during the Event Time and during the Bump-out Period. The Traffic Management Plan must be certified by a Transport for NSW accredited certifier prior to the event being approved by the Trust. The Traffic Management Plan and associated plans must address all vehicles, Parklands users and pedestrian issues and

conflicts and comply with the *Centennial Park and Moore Park Trust Regulation 2014* (NSW).

- (b) The Event Organiser must ensure that access to the Site for Trust vehicles is maintained at all times.
- (c) The Event Organiser must ensure that articles, fittings, fixtures, materials and equipment are only brought into or removed from the Parklands via the entrances and exits designated by the Chief Executive.
- (d) The Event Organiser must ensure that, other than for delivery purposes, vehicles do not park on grassed areas and that once unloaded, vehicles are moved from grassed areas immediately.
- (e) The Event Organiser must ensure that all Event Organiser staff involved in road and traffic closure and management hold current certification from Transport for NSW.
- (f) The Event Organiser must pay (or if the case requires, reimburse the Trust for) all costs associated with traffic and access management for the Event including all costs associated with the services provided by the Police, Transport for NSW, NSW Ambulance Service and NSW Fire and Rescue.
- (g) The Event Organiser must supply and deploy and maintain all signs and devices required to implement the Traffic Management Plan and the Event Organiser must also at its own cost ensure that all traffic and access management steps are taken and implemented in accordance with the Traffic Management Plan.

12. Trust Facilities

The Event Organiser must not, and must ensure that patrons of each Event do not, use Trust facilities including, but not limited to, telephones, faxes, first aid, depot and offices without prior consent from the Trust. In the event that Trust facilities are used a fee may be required to be paid by the Event Organiser.

13. Vehicle restrictions

The Event Organiser must ensure that:

- (a) vehicles in excess of 4.4 metres in height or 19 metres in length or 4 metres in width do not enter the Parklands,
- (b) vehicles requiring off-road access or traffic movements under changed traffic conditions have a pre-arranged ranger escort, and
- (c) vehicles over 3 tonnes in gross weight and/or with a clearance height over 4 metres only use those access routes within the Parklands approved by the Trust.

14. Waste management

- (a) The Event Organiser must provide portable toilet blocks:

- (i) sufficient to cater for the maximum number of patrons set out in the Details, and
 - (ii) in conformity with the National Construction Code and any other relevant standards, laws or regulations.
- (b) The Event Organiser must also:
- (i) make available and properly service, sufficient waste management receptacles to cater for the possible maximum needs of the Event, and
 - (ii) take all reasonable steps to minimise and contain all waste within the Site and to properly deal with all Event-related waste, including in corridors of patron access through other parts of the Parklands and also the wider Event Impact Area.

15. Use of the Site

15.1 Conduct of the Event

- (a) The Event Organiser must only access the Site in connection with the Event and during the Site Occupation Period.
- (b) The Event Organiser must only hold an Event and use the Site for an Event during the specified relevant Event Periods. The Event Organiser must not hold any event or conduct any activity on the Site during any other part of the Site Occupation Period.
- (c) The Event Organiser may only carry out any Bump-in or Bump-out during the relevant specified Bump-in and Bump-out Periods.
- (d) The Event Organiser must conduct the Event strictly in accordance with:
 - (i) all relevant laws and the requirements of all relevant Government Agencies;
 - (ii) all approvals necessary to conduct the Event;
 - (iii) the Prevention Notice;
 - (iv) the final Management Plan; and
 - (v) the *Centennial Park and Moore Park Trust Regulation 2014* (NSW).
- (e) Where the Trust identifies any part of the Site to be in any other local government area, the Event Organiser must obtain and strictly comply with appropriate consents, to the extent that the holding of the Event or placing the Infrastructure on the Site is development that requires development consent or construction that requires a construction certificate ("**Development Consent**" and a "**Construction Certificate**", together "**Consents**"). The Event Organiser must:
 - (i) provide a copy of the Consents to the Trust; and

- (ii) strictly observe and comply with every condition in the Consents.
- (f) If there is any change in any planning or other relevant legislation or the requirements of any relevant Government Agency, the Event Organiser must only proceed in conformity and compliance with the changed legislation or requirement.
- (g) The Event Organiser acknowledges and declares that no promise, representation, warranty or undertaking has been given by or on behalf of the Trust about:
 - (i) the Event;
 - (ii) the legality of the Event or legal requirements relevant to the exercise of the Event Organiser's rights under this Licence (apart from matters that are explicitly, solely and directly within the power of the Trust under the Trust Act);
 - (iii) the suitability of the Site for the Event; or
 - (iv) the financial or other prospects for the Event or the prior success or lack of success of any similar event.

15.2 Maximum patrons for Event and electronic ticketing

- (a) The Event Organiser must ensure that the maximum number of patrons admitted to the Site at any one time for an Event does not exceed the number set out in the Details. The maximum must take into account staff, contractors and performers and everyone who is admitted on a complimentary basis including any persons attending under any arrangements with or concession granted to the Trust.
- (b) If requested by the Trust or if there is a Turnover Licence Fee payable on ticket sales in Section 1, clause 7, the Event Organiser must:
 - (i) implement an electronic monitoring system during the Event so as to identify the number of patrons on the site at any time; and
 - (ii) provide the number of patrons to the Trust during the Event on request by the Trust.
- (c) The Event Organiser must provide full details of the number and manner of the sale of tickets sold for the Event:
 - (i) where an Event is ticketed; and
 - (ii) where the Event Organiser is obliged to provide details of Gross Receipts for an Event.

15.3 Site Safety

- (a) The Event Organiser must comply with all safety standards and requirements imposed by the Trust or any Government Agency from time to time and required under the relevant legislation in their production and conduct of the Event.

- (b) The Event Organiser must:
- (i) engage an engineer who is acceptable to the Trust for the purposes of these provisions in relation to the construction of any temporary works on the Site, an electrical consultant in relation to any electrical works at the Site, and a fire safety consultant in relation to the conduct of the Event (each an **Acceptable Consultant**) in each case who is approved by the Trust in writing (and the Trust must not unreasonably withhold or delay its consent where the proposed consultant is demonstrated to be suitably qualified and reputed and to have satisfactory professional indemnity insurance); and
 - (ii) provide certification from each Acceptable Consultant in such form as the Trust reasonably requires, confirming:
 - (A) the Acceptable Consultant's area of expertise; and
 - (B) that the Infrastructure is safe for use for the Event and has been duly prepared for the Event in accordance with the Management Plan (**Site Safety Certificates**),
 - (iii) not proceed with an Event without the appropriate Site Safety Certificates having been received by the Trust.
- (c) Without limiting the previous provision, the Site Safety Certificates must include certification of satisfaction or compliance with any requirement or standard in connection with safety or amenity concerning the Event including those that are reasonably stipulated or prescribed by the Trust.
- (d) The Trust may also require that the Management Plans are reviewed by any or all of the Acceptable Consultants before submission to the Trust for the approval of the Trust under the other provisions of these Conditions.
- (e) The Trust in its absolute discretion may waive or relax the requirement for a Site Safety Certificate. However, that does not relieve the Event Organiser of any of their other obligations under this document.
- (f) The Event Organiser must apply for, obtain and maintain all registrations, licences, approvals and consents which are required by statute, regulations, by-laws or ordinances in order to enable it to comply with its obligations under clause 15.3(a).
- (g) The Event Organiser must provide, as a minimum, such lighting as is specified by the Trust to facilitate the safe occupation of the Site and the Parklands, the entry and exit of patrons from the Site and the Parklands and clean up of the Site and the wider Event Impact Area, at the completion of each occasion of the Event.
- (h) The Event Organiser alone remains responsible for the safe and compliant conduct of the Event and everything done in connection with the Event, irrespective of anything done or omitted by the Trust.

15.4 Protection of the Parklands

- (a) The Event Organiser must use its best endeavours to procure that its agents and patrons do not damage the Parklands or any Parklands' flora or fauna.
- (b) If any of the Event Organiser's employees, agents or patrons damages the Parklands or any Parklands' flora or fauna, the Event Organiser must:
 - (i) immediately report the damage to the Trust; and
 - (ii) reimburse the Trust for any amount the Trust reasonably incurs in repairing any such damage.

15.5 Employees and Patrons

The Event Organiser must:

- (a) use their best endeavours to ensure that their employees, agents and patrons:
 - (i) behave in an orderly manner while within the Parklands, and
 - (ii) do not cause inconvenience to other users of the Parklands,
- (b) observe all reasonable directions of the Trust from time to time concerning the use of the Parklands and the Site, and the Parklands' facilities, flora and fauna; and
- (c) engage a sufficient number of suitably qualified staff to ensure that the Event Organiser is able to conduct the Event in compliance with their obligations under this document.

16. Ministerial direction

The Event Organiser:

- (a) acknowledges that the Trust is subject to the Minister's control and direction in relation to operation of the Event within the Parklands; and
- (b) must comply with any Ministerial directive advised by the Trust in relation to the Event, including but not limited to any directive for the cancellation or suspension of the Event.

17. Pass outs

The Event Organiser must not distribute any pass outs to, or institute any other process allowing for patrons to exit and re-enter, the Event without the Trust's prior consent in writing, which consent may be withheld in the Trust's absolute discretion.

18. Management plans

- (a) The Event Organiser must prepare, at its cost, the Management Plans set out in the Details on or before the dates set out in the Details.



- (b) The Event Organiser must submit a draft of each Management Plan to the Trust on or before the dates set out in the Details. Where no date is specified in the Details, the Event Organiser is not obliged to prepare that particular Management Plan.
- (c) The Event Organiser must make any amendment reasonably requested by the Trust.
- (d) The Event Organiser must submit the final version of each Management Plan to the Trust on or before the dates set out in the Details and in good time to allow the finalisation and issue of the Site Safety Certificates.

19. Obligations at end of the Event

- (a) On or before the Bump-out Period ends the Event Organiser must complete the Bump-out and without limitation must:
 - (i) remove all Infrastructure;
 - (ii) tidy the Site, corridors of patron egress to the Parklands gates and the Event Impact Area and remove all Event related rubbish, signs and banners;
 - (iii) cap, close and cease using those services or facilities (such as, but not limited to, electricity, sewerage, water and telephone connections) which have been supplied for the Event Organiser's use by the Trust or the usual authorities responsible for those services or facilities; and
 - (iv) make an appointment for the Trust to inspect the Site at a mutually convenient time and be present during this inspection.
- (b) After the end of the Bump-out Period, the Trust, acting reasonably, may notify the Event Organiser in writing of any repairs to be done by the Event Organiser at its cost on the Site to restore the Site to the condition in which it was supplied to the Event Organiser.
- (c) Within seven days of each Event Time, the Event Organiser must provide the Trust with a Medical Facilities Report.
- (d) The Event Organiser must also meet with the Trust at a mutually convenient time within a reasonable period after the conduct of the Event and participate in a debriefing in good faith.
- (e) Where a Turnover Licence Fee is payable, the Event Organiser must provide the Trust with full details of the relevant Gross Receipts within the time for payment of the Turnover Licence Fee specified in the Details.

20. Insurance

- (a) The Event Organiser must effect and keep current during the Site Occupation Period the policies of insurance, for the amounts and by the dates, set out in the Details.

- (b) The policies must:
 - (i) be with a reputable insurer, and
 - (ii) either name the Trust as an insured (in which case the policy must include cross-liability cover for the liability of any one insured to any other insured), or include the Trust as an insured to the extent of any vicarious liability arising from the acts or omissions of the Event Organiser or any other insured, or note the Trust as an interested party.
- (c) The Event Organiser must provide the Trust with such evidence that the Trust reasonably requires of the Event Organiser's compliance with clauses 20(a) and (b) before the commencement of the Site Occupation Period.
- (d) The Event Organiser must not do anything or allow anything to be done on the Site or in relation to the conduct of the Event which might impair or render void or voidable any insurance required by this document.
- (e) The Event Organiser must ensure that all of the Event Organiser's contractors and sub-contractors have obtained all necessary workers' compensation insurance. Without limiting that general wording, the Event Organiser must obtain a current Sub-Contractor Statement from each contractor or sub-contractor before allowing them to start work on the Site and each time before making any payment to them. **Sub-Contractor Statement** means a current statement for the purposes of section 175B of the *Workers Compensation Act 1987* (NSW), Part 5 of Schedule 2 of the *Payroll Tax Act 2007* (NSW) and section 127 of the *Industrial Relations Act 1996* (NSW).

21. Standards

The Event Organiser in connection with the Event or the Site must strictly observe the following standards:

- (a) the Event Organiser must not use the Parklands' logo or the name of the Trust or anything connected with the Trust, in such a way as to lend weight or prestige to any political policy or cause or which might indicate endorsement of a political viewpoint;
- (b) the Event Organiser must maintain high standards of conduct and act ethically and in good faith in all of their activities and dealings;
- (c) the Event Organiser must not be involved in any misleading or deceptive conduct and that includes an obligation not to be involved in any misleading or deceptive conduct that is likely to cause damage to the goodwill associated with the Trust and the Parklands or the reputation of the Trust or Parklands; and
- (d) the Event Organiser must ensure that nothing done in connection with the Event:
 - (i) portrays people in a way which discriminates against or vilifies a person or section of the community on account of race, ethnicity, nationality, sex, age, sexual preference, religion, disability or political belief;



- (ii) implies endorsement of any particular event, product, service or viewpoint by the Trust;
- (iii) involves anything that is likely to cause alarm or distress to children, if children are likely observers or recipients;
- (iv) depicts material contrary to prevailing community standards or good taste;
- (v) fails to treat sex, sexuality and nudity with sensitivity if at all; and
- (vi) uses language which is not appropriate in the circumstances and avoids strong or obscene language.

22. Work, Health and Safety

- (a) The Event Organiser must at all times in relation to anything done or omitted in connection with the Event, comply with its legal obligations in connection with work health and safety.
- (b) Words and expressions that have a defined or related meaning under the *Work Health and Safety Act 2011* (NSW) (**the Act**) have the same meaning in the following provisions where the context permits.
- (c) Despite anything to the contrary that might be stated or implied by any other provision of this document, the Trust is not commissioning the Event Organiser to carry out any construction work or high risk construction work or construction project. Any construction work or high risk construction work or construction project anticipated or regulated by this document or in fact commissioned by the Event Organiser, is and will be commissioned solely by the Event Organiser on the Event Organiser's own account.
- (d) Accordingly, the Event Organiser acknowledges that they (or another person engaged by them) and not the Trust will be the principal contactor for any such construction work or high risk construction work or construction project anticipated or regulated by this document or that is in fact commissioned by the Event Organiser.
- (e) Without limiting any other provision of this document or the Event Organiser's other obligations at law, the Event Organiser must duly, promptly and at its own expense conform and comply with each requirement, obligation and responsibility arising under the Act or any regulation under the Act and also with any requirement or direction in relation to safety or risk from any Government Agency, in connection with the occupation or use of the Site or in connection with any such construction work or high risk construction work or construction project.
- (f) For the purposes of the Act and any regulation under the Act, the Event Organiser to the exclusion of the Trust has the management and control of the Site and also of fixtures, fittings and plant (if any) at the Site, for the duration of the Site Occupation Period but this provision does not change or affect the nature or scope of the Licence as specified elsewhere in this document.

23. Cooperation and compliance

Without limiting the other provisions of this document, the Event Organiser in connection with the Event must at all times act reasonably and use their best endeavours to cooperate with the Trust, other users of the Parklands and neighbours of the Parklands as well as any relevant Government Agency including:

- (a) complying with all directions from the Trust or any Government Agency;
- (b) following and observing all Trust rules and signage in or in relation to the Parklands; and
- (c) at all times acting in conformity with the Trust Act including the regulations under that Act.

24. Other operational standards and requirements

Unless otherwise set out in this Deed, the Event Organiser must:

- (a) not interfere with, damage, overload or misuse any power, water, drainage, sewerage or other utilities or services or infrastructure;
- (b) install all Infrastructure strictly in accordance with the Management Plan and in a proper and workmanlike manner and keep it in good working order, safe and secure, and operate it in a safe and responsible manner;
- (c) not carry out any excavation or filling of any part of the Site;
- (d) protect and not damage or misuse any existing infrastructure within the Parklands;
- (e) not move or store heavy or bulky items within the Site or elsewhere within the Parklands, without the prior written consent of the Trust;
- (f) provide employee, supplier, consultant and performer details to the Trust promptly on request;
- (g) ensure the presentation of the Event is to a high and professional standard in all respects;
- (h) comply with all directions of the Trust in the event of an emergency;
- (i) not bring any animal, fish, reptile or bird into the Parklands;
- (j) not bring any plant material or seed into the Parklands;
- (k) not bring any flammable, volatile, explosive, illegal or dangerous substance into the Parklands, including ensuring no pyrotechnics or naked flame;
- (l) not conduct or permit any collection for any charity or otherwise, outside the Site;
- (m) refuse admission to the Event to anyone whose behaviour is or might reasonably be anticipated to be illegal, objectionable, improper, undesirable, unsafe or otherwise dangerous, or contrary to any provision of this document, including

respecting any decision of the Trust to refuse admission to anyone whose behaviour is so viewed by the Trust; and

- (n) observe and comply with any rules made by the Trust for the use, safety, care and cleanliness of the Parklands including the Site, or for the preservation of good order, safety generally or pedestrian and vehicular traffic control.

25. Subsequent Seasons

- (a) This clause applies where the Details provide for more than one Season but does not limit General Condition 7. The date or dates in the Details for any subsequent Season after the first, is or are just a range and final details are to be resolved as follows.
- (b) All the Details and specific arrangements and requirements (**New Details**) applicable to each immediately upcoming further Season (including but not limited to the actual Site Occupation Period (of similar length to the first Site Occupation Period), Fees and other operational specifics) are to be negotiated between the Trust and the Event Organiser not less than six months before the start of the particular new Season. That includes all changes to the applicable Licence Conditions that are reasonably required by the Trust in line with its then current applicable ruling or standard conditions or requirements, and Fees increased (at most) in proportion to any increase since the date of this document in the Consumer Price Index All Groups Sydney, plus to reflect any increase in underlying expenses, as reasonably calculated or estimated by the Trust. If the New Details are agreed in writing then the Licence continues for the new Season but with the changes arising from the agreed New Details.
- (c) If agreement is not reached on New Details for an upcoming Season within that time, then the Trust must give the Event Organiser notice of the New Details proposed by the Trust not less than five months before the start of the new Season. Those New Details must conform with the earlier provisions of this clause apart from the fact that they are put forward unilaterally by the Trust. The Licence then continues for the new Season but with the changes arising from those New Details put forward by the Trust.
- (d) The provisions of this document separately apply in relation to each Season, subject to the applicable New Details for each Season after the first.



Section 4: Marketing and Communication Requirements

1. Where the Event is Private / Invitation only

- (a) If the Details specify that the Event is Private / Invitation only, then the Event Organiser must bona fide conduct the Event as a private event without publicity and with attendance only by invitation of the Event Organiser.
- (b) The following conditions 2-8 inclusive only apply if the Event is **not** Private / Invitation only.

2. External advertising and logo use

- (a) The Event Organiser must ensure that:
 - (i) all promotion of the Event includes the logo and accreditation of the Trust;
 - (ii) in each case the specific proposed manner of use of the logo and accreditation has the prior written consent of the Trust and is used in accordance with any conditions of that consent; and
 - (iii) the Trust logo must receive equal weighting as the major sponsor or sponsors of the Event.
- (b) The Event Organiser does not have any right, title or interest in or to any Intellectual Property Right in connection with any such Trust logo or other Trust material.
- (c) Marketing and advertising materials that may appear to be or are likely to cause litter or pollution or otherwise be unlawful in use or in the manner of use, are prohibited and will not be approved by the Trust.

3. Event website

The Event Organiser must provide an Event website for the Site Occupation Period and whilst there is any active marketing of the Event.

4. Public transport message

- (a) All ticketing, advertising and collateral (print or electronic), must include a public transport message, such as the Transport Information Line number (131500), web address (www.transportsw.info) or App.
- (b) The Event's website is to feature a public transport message, as follows: "For timetables, maps and trip planning visit www.transportsw.info, download a train or bus app from the App Store of Google Play or call 131 500" and a hotlink to the Trust's website: www.centennialparklands.com.au.

5. Online, eNewsletters and social media

- (a) The following requirements are mandatory for the Event website, and the Event Organiser must obtain the Trust's prior approval of the website materials in conformity with the following requirements.
- (b) The Trust logo should appear on the homepage with the Trust appropriately represented as an event partner.
- (c) There must be a venue information page on the website which exclusively provides information about the Trust (content to be provided by the Trust). This information may include transport information and specific venue management messaging (eg, gate opening times, parking options).
- (d) The Trust must receive editorial mentions as the event / venue partner in at least two pre-event eNewsletter communications to the Event Organiser database, and at least one post-event eNewsletter communications to the Event Organiser database. In addition, for annually recurring events, the Trust must receive at least one editorial mention in a non-event period related eNewsletter. Editorial wording must be approved by the Trust prior to use.
- (e) The Trust must receive five mentions or incorporations into messaging on any dedicated Facebook event page pre-event (including the @ hyperlink to the Trust Facebook page), and at least one mention or incorporation into messaging on Facebook post-event (including the @ hyperlink to the Trust Facebook page).
- (f) The Trust must receive at least seven mentions or incorporations in pre-event tweets from the Event Organiser's event-dedicated Twitter account (including the Parklands handle and hashtag), and at least two mentions or incorporations in post-event tweets (including the Parklands handle and hashtag).

6. Cross promotional opportunities

The Trust will provide a suite of cross-promotional opportunities for the Event Organiser at the outset of event planning. The Event Organiser must seek to enhance these cross-promotional opportunities through the following ways (where relevant):

- (a) the Event Organiser must provide at least five images pre-event for use by the Trust in online and print publication promotion of the event. These images should be either 300 dpi or in excess of 2MB in file size. The Trust will advise of required timing of their publications to ensure the Event Organiser meets deadlines for inclusion;
- (b) where relevant, the Event Organiser must identify signage or advertising space (free-of-charge) for the use of the Trust within the Site. This may include (for example) signage along race routes, or periodic messaging on electronic event screens; and
- (c) adherence to all online, eNewsletter and social media requirements (above).

7. Ticket sales or other action before signing

If the Event is promoted and tickets put on sale or anything else is done in connection with preparation for the Event, before this document is fully completed and duly signed and accepted by the Trust and any requisite consent of the Minister endorsed, then that is entirely at the Event Organiser's risk in every respect. The Trust being aware of anything that might be done or omitted by the Event Organiser in those circumstances does not create any obligation on the Trust to proceed if the Trust chooses not to sign or the Minister does not consent (if required).

8. Notification of neighbours

- (a) The Trust may (at its election) notify nearby residents of planned event activities in the Parklands, including relevant sound, visual and traffic impacts of the Event. The Trust will provide the Event Organiser with a template letter to be completed and distributed according to the Trust's scheduled requirements.
- (b) The final letter must be approved in advance by the Trust prior to distribution. The letter and distribution is at the cost of the Event Organiser.

9. Signage

- (a) The Event Organiser may have the opportunity to utilise the promotional gate banners in the Parklands subject to availability and prior approval of artwork by the Trust and at cost to the Event Organiser.
- (b) "Clean" venue requirements apply to the Site. All promotional or branding signage must be internal to the Site, displayed only during the Site Occupation Period and not visible from outside the Site.

10. Contingency Communications

The Event Organiser must nominate their key contacts for site management, event management, safety officer, security and emergency management, media representatives and provide contact details for these representatives in the Management Plan.

11. Media management

- (a) No publicity releases that reference the Parklands or the Trust may be issued by the Event Organiser without prior notice to the Trust.
- (b) Media enquiries to do with the Event should be directed to the Event Organiser, not the Trust.
- (c) Media enquiries to do with the Site can be directed to the Trust.
- (d) An acceptable strategy for communicating with the media in the event of cancellation, deferral or an emergency must be included in a contingency communication strategy within the Marketing and Communications Plan.

12. Commercial photography and filming

- (a) The Event Organiser may only carry out or permit commercial photography, filming, broadcasting, web-casting or the like of the Event with the Trust's prior written consent and that must then only be carried out or permitted in accordance with the conditions of such consent.
- (b) In granting its consent under clause 12(a), the Trust may, in its absolute discretion, impose a fee and also a requirement that any recording or the like has a credit to the Trust using wording specified by the Trust.

13. Sponsorship

- (a) The Trust welcomes the Event Organiser's sponsors to the Parklands, however it reserves the right to refuse a proposed sponsor if the Trust considers, in its absolute discretion, that the sponsorship does not align with the Trust's key values and objectives. In particular, the Trust may reject any proposed sponsorship arrangements that:
 - (i) breaches any Act or Regulation governing the Parklands;
 - (ii) conflicts with this document or another authorised use of the Parklands;
 - (iii) is linked with tobacco or pornography; or
 - (iv) is considered by the Trust to be indecent, obscene, offensive or likely to cause affront to any person.
- (b) The Trust only requires details of the sponsorship in so far as how it relates to the use of the Site for promotional purposes, for example handouts, signage and sampling activities. Sponsorship activities must be contained within the Site.
- (c) Any proposed sampling of products must comply with all laws (eg, responsible service of alcohol, gaming and racing regulations).
- (d) To ensure a smooth event and sponsor arrangement, the Trust requires the following information in advance of any promotional activation being finalised with a sponsor:
 - (i) sponsor's name;
 - (ii) sponsor's main business activity;
 - (iii) sponsor's support activity or relationship with the Event or Event Organiser;
 - (iv) specific details on any proposed sponsor activation on-site; and
 - (v) details of any proposed filming, photography or recording by the sponsor at the Site or in the Parklands.

14. Merchandise

- (a) The Event Organiser must:
 - (i) only sell or distribute merchandise in connection with the Event (**Merchandise**) on the Site, in the Parklands or on any Event website with the prior consent of the Trust and all Merchandise must comply with all relevant laws;
 - (ii) offer all Merchandise to the Trust at wholesale prices for the Trust to on-sell or for use as corporate gifts, but the Trust is not obliged to purchase any Merchandise; and
 - (iii) install, at its cost, such structures, equipment and facilities as necessary for the Trust or the Merchandise Event Organiser to sell and distribute Merchandise in accordance with the Infrastructure Plan.
- (b) The Trust may:
 - (i) sell and distribute Merchandise in any manner and for any purpose anywhere on the Site or in the Parklands; and
 - (ii) grant a licence to any third party (each, a **Merchandise Event Organiser**) to sell or distribute Merchandise on the Site or in the Parklands.
- (c) If the Event Organiser supplies Merchandise to the Trust or a Merchandise Event Organiser, the Trust or the Merchandise Event Organiser may sell or distribute Merchandise obtained from other suppliers simultaneously or at other times.

15. Merchandising and Giveaways

- (a) The Event Organiser must provide the Trust with suitable complimentary merchandising or giveaways relating to the Event, in the lead up to the Event for its own promotion.
- (b) Merchandising and giveaways must be to the value of at least \$100, and the Trust reserves the right to promote these opportunities however it deems appropriate.



Section 5: General Conditions

1. Licence

1.1 Grant of Licence

The Trust grants to the Event Organiser, and the Event Organiser accepts, a licence to access and use the Site to conduct the Event strictly on and subject to the provisions of this document and on a non-exclusive basis, together with and not to the exclusion of the Trust.

1.2 Authorisation

Subject to the provisions of this document, the Trust authorises the Event Organiser to hold the Event (and place the Infrastructure) on the Site. This provision does not expand or limit any other provision of this document.

1.3 No estate

The Event Organiser agrees that:

- (a) their rights under this document are contractual and are personal to it; and
- (b) this document does not confer on it any estate or interest in the Site or the Parklands and does not imply any tenancy right in favour of the Event Organiser.

1.4 No personal property securities

The Event Organiser acknowledges that if the Trust under or in connection with this document allows the Event Organiser to use any of the Trust's personal property (within the meaning of the *Personal Properties Securities Act 2009* (Cth)) then:

- (a) the provisions of this document still apply (with the minimum necessary adjustments) to and govern those rights of use;
- (b) the Event Organiser's rights of use are limited to use as a non-exclusive licensee and only on the Site and not to the exclusion of the Trust or anyone else authorised by the Trust;
- (c) without limiting those general words, the Trust is not delivering any personal property into the possession or control of the Event Organiser and this document does not create or imply any bailment and nothing done by the Trust in connection with this document is to create or imply a bailment;
- (d) the Event Organiser is not entitled to sell, lease or otherwise dispose of any of the personal property; and
- (e) any right of the Event Organiser in relation to the non-exclusive use of the personal property is limited to those times during the Site Occupation Period when this document expressly or by implication allows for that to happen and not for any indefinite period.

2. Payments by Event Organiser

2.1 Deposit and Base Licence Fee

- (a) The Event Organiser must pay the Deposit and must also pay the balance of the Base Licence Fee, at the time or times specified in the Details.
- (b) The Deposit and further payments of the balance of the Base Licence Fee are non-refundable (except where the Trust cancels the Licence for the Trust's own convenience).
- (c) The times shown in the Details for payments of or towards any Fees, are essential and each payment must be made on or before the due date. If any payment is not made when due then the Trust has the right to terminate the Licence or to suspend the Event Organiser's rights pending payment, in addition to the Event Organiser being liable to interest.

2.2 Turnover Licence Fee

The Event Organiser must pay the Turnover Licence Fee to the Trust without demand in accordance with the Details and the other provisions of this document.

2.3 Accounts and records

- (a) The Event Organiser must keep detailed and accurate accounts and supporting records of its Gross Receipts for the Event and where applicable, separately for each Event. Those accounts and supporting records must be kept in writing in Sydney and made available for inspection and copying by the Trust on request, for at least seven years after the end of the Site Occupation Period.
- (b) The Event Organiser must give the Trust statements of the Gross Receipts as follows:
 - (i) in good time covering the relevant period, for each separate period for which a Turnover Licence Fee is to be calculated and paid; and
 - (ii) promptly whenever reasonably requested by the Trust, for any period reasonably specified by the Trust.
- (c) The Event Organiser at their expense must have any such statement of Gross Receipts audited and give the Trust a certificate from the auditor for the particular statement.
- (d) The Trust must hold in strict confidence, any information obtained under this clause 2.3. However despite that obligation of confidentiality the Trust may use the information for its own internal purposes and may disclose the information to the extent that the Trust reasonably determines to be:
 - (i) required by law;
 - (ii) necessary for the purpose of any Court proceedings, including any proceedings by the Trust against the Event Organiser;

- (iii) reasonably required for government or public interest statistical or management purposes; or
- (iv) to the Minister, the Parliament, any parliamentary committee or otherwise within the NSW Government.
- (e) At the expense of the Event Organiser, the Trust may take such steps as the Trust reasonably requires in order to establish or verify the amount of the relevant Gross Receipts.
- (f) If this Deed is terminated for any reason prior to the end of a relevant period, the Event Organiser is still liable to pay Turnover Licence Fees on a pro rata basis for the actual period.

2.4 Event costs, liabilities and risks

The Event Organiser is an independent contractor and, as between the Event Organiser and the Trust, solely responsible for producing and running the Event and for everything in connection with the Event at the sole risk of the Event Organiser (including but not limited to the risk of the unavailability of any utility or other service, or of inclement weather or any other Force Majeure Event). The Event Organiser must pay or bear all costs, expenses and liabilities in connection with the Event.

2.5 Reimbursement of associated costs incurred by the Trust

The Event Organiser is also responsible for and must reimburse the Trust for any cost, expense or liability incurred by the Trust at the actual or implied request of the Event Organiser or in connection with any default by the Event Organiser including:

- (a) the installation (if applicable), supply, maintenance, capping and closing of any utility or other service used by them in respect of the Site;
- (b) waste management and cleaning of the Site;
- (c) works as agreed with the Event Organiser, undertaken by the Trust or the Trust's contractor to prepare the Site for an Event;
- (d) works undertaken by the Trust or the Trust's contractor to repair or remediate the Site after an Event;
- (e) any other expenses reasonably incurred by the Trust in connection with an Event such as but not limited to additional ranger services and additional traffic management services;
- (f) any other work undertaken, or cost or expense incurred, by the Trust to make good any default by the Event Organiser; and
- (g) security contractor services, in addition to the Trust's normal operations, arranged by the Trust and in the reasonable view of the Trust appropriate for the Event.

The Trust must act reasonably at all times in connection with any step taken or omitted where the Event Organiser is otherwise liable to pay or reimburse the Trust for the associated expense, cost or liability. The Event Organiser agrees that any step taken or

omitted by the Trust in connection with the Event in conformity with the Trust's usual processes and procedures, is prima face reasonable. Nothing in this provision, and no exercise by the Trust of any right under this provision, excuses the Event Organiser from complying with their obligations or limits the Trust's other rights.

2.6 Late Payments

The Event Organiser must pay interest to the Trust on any amount payable under this document but unpaid for 14 days, from and including the relevant Payment Date to the date of actual payment at the rate set out in the Details.

2.7 Cross Promotional Entitlements

The Event Organiser agrees to provide (or procure the provision of, as the case requires) the entitlements specified in Section 1, Clause 9 and Attachment 3 (if any).

3. Bond

- (a) The Event Organiser must lodge the Bond with the Trust in accordance with the Details.
- (b) The purpose of the Bond is to provide security to the Trust for the performance by the Event Organiser of their obligations under this document.
- (c) The Event Organiser is not entitled to receive or share in any interest earned in respect of the Bond.
- (d) The Trust has the right to apply all or any part of the Bond, in or towards payment of any amount due from the Event Organiser to the Trust or in respect of rectifying any breach, non-performance or non-observance of this document by the Event Organiser.
- (e) The Trust must return the Bond, or any balance remaining, within a reasonable time after the end of the Site Occupation Period subject to any deduction or withholding for any claim that the Trust has or reasonably expects that it might have, against the Bond. For clarity, the Trust may continue to hold the Bond if there is a dispute between the Trust and the Event Organiser of any costs payable under this Deed and the Trust may continue to apply interest to any outstanding amount until payment has been received.
- (f) The Trust does not limit its rights by having or making a claim under the Bond. The Event Organiser is not released or excused from any liability or obligation because the Trust has or proposes to make a claim under the Bond or has the potential to do so. The liabilities of the Event Organiser are not limited to the amount of Bond.
- (g) Termination of the Licence does not affect the Trust's rights in relation to the Bond.
- (h) If the Trust calls on or applies any part or the whole of the Bond during the period of this Deed or after the end of Site Occupation Period, the Event Organiser must promptly top up, reinstate or replace the Bond as the circumstances require.

4. Sound Bond

4.1 Lodgement and Forfeiture of Sound Bond

- (a) The Event Organiser must lodge the Sound Bond with the Trust in accordance with the Details.
- (b) The Sound Bond is to provide security to the Trust for the performance by the Event Organiser of its obligations to comply with all relevant noise limits under this document, including under the Sound Management Plan and compliance with the Prevention Notice.
- (c) The Trust may call on the Sound Bond for the following amounts in the following circumstances:
- | | | |
|----|--|---|
| 1. | Noise limit exceeded and not brought/kept within complying level within 2 minutes of notification by the Trust | \$5,000 |
| 2. | Noise limit exceeded and not brought/kept within complying level within a further three minutes | A further \$5,000 |
| 3. | Noise limit exceeded and not brought/kept within complying level within a further three minutes | A further \$15,000 |
| 4. | Noise limit exceeded and not brought/kept within complying level within a further three minutes | Trust may close down the Event and by oral or written notice suspend or terminate the Licence |
- (d) The Event Organiser acknowledges that the payments provided for above are a genuine and reasonable pre-estimate of the minimum compensatable damage that the relevant sound breaches would cause to the Trust and to the standing and reputation of the Trust with other relevant authorities and nearby residents and other patrons of the Parklands. However, those are only estimates of the Trust's minimum damages and do not limit the damages to which the Trust is entitled to recover from the Event Organiser for the associated breach or any other breach of this document.

4.2 Sound monitoring

- (a) The Trust may but is not obliged to, organise sound monitoring for the Event. Where the Trust organises sound monitoring, the Event Organiser must pay or reimburse the Trust for all reasonable costs of the monitoring.
- (b) A sound monitor arranged by the Trust may monitor the noise levels of the Event including noting exceedances. Where the sound monitor determines that there has been a noise level exceedance then that determination is final and binding unless the Event Organiser proves that the determination was made in error.

5. Trust right of entry

The Event Organiser:

- (a) acknowledges that the Trust retains the right to enter and inspect the Site at any time; and
- (b) must not obstruct the Trust or any member of any emergency services, when acting in that capacity, from entering the Site at any time.

6. Intellectual Property Rights

6.1 Intellectual Property

The Event Organiser also represents and warrants as an essential condition that:

- (a) the Event Organiser has and at all material times will continue to have all necessary Event Rights; and
- (b) the Event Organiser has and at all material times will continue to have all necessary rights and powers to allow the Trust to take the steps authorised or implicitly anticipated in this document, including preparing and disseminating publications referring to the Event to the extent that involves the exercise of any Event Rights.

6.2 Licence to Materials

The Event Organiser may provide the Trust with some or all of the Materials (see the definition in the Dictionary). If the Event Organiser provides the Trust with some or all of the Materials, it grants the Trust a non-exclusive, irrevocable, royalty-free, perpetual licence during the period of this agreement to use, reproduce or communicate the Materials:

- (a) to promote the Parklands, the Site, the Trust and any activities of the Trust;
- (b) in connection with any activities of the Trust or any activities held on the Site; and
- (c) as otherwise permitted by this document.

6.3 Clearances

The Event Organiser must obtain, at their cost, all necessary licences, permissions, consents, or approvals from:

- (a) the owners or controllers of copyright works or other subject matter used or exploited in the production or conduct of an Event, including public performance licences from:
 - (i) Australian Performing Rights Association Limited in respect of the public performance of musical works at or in connection with an Event; and
 - (ii) Phonographic Performance Company of Australia Limited in respect of the public performance of sound recordings at or in connection with an Event;

- (b) any performers engaged by the Event Organiser to perform at an Event; and
- (c) the owners or controllers of any other Intellectual Property Rights in materials used in connection with an Event or the Event.

6.4 Intellectual Property Rights Indemnity

The Event Organiser agrees to indemnify and keep indemnified the Trust from and against all actions, claims, demands, losses, damages, costs and expenses arising from or incurred directly or indirectly by reason of infringement or alleged infringement of copyright, any other Intellectual Property Right, or other protected right, or any act, default or omission by the Event Organiser, agents or other persons connected with the Event, or any exercise of any Event Right by the Trust in accordance with this document.

6.5 General

The Event Organiser must provide all evidence that the Trust reasonably requires of the Event Organiser's compliance with this clause 6.

7. Cancellation, postponement or suspension

7.1 Adverse effect on Site or public safety

If:

- (a) in the reasonable opinion of the Trust, the Site or an Event is affected or likely to be affected by weather conditions to an extent that public health and safety is or is likely to be adversely affected or there is, or is likely to be, damage to the Site; and
- (b) the Trust notifies the Event Organiser to that effect,

then the Trust may direct the Event Organiser to cancel or postpone the Event. That does not relieve the Event Organiser of the obligation to still pay all of the Licence Fee.

7.2 Serious safety concerns

- (a) The Trust has the absolute and unfettered right to cancel or temporarily suspend an Event at any time before or during an Event if, in the opinion of the Trust, the staging of an Event presents, or is presenting, a serious safety concern.
- (b) In that case the Trust may direct the Event Organiser to cancel or temporarily suspend the Event. That does not relieve the Event Organiser of the obligation to still pay all of the Licence Fee or any of the Event Organiser's other liabilities and obligations under this document.

7.3 General

- (a) In deciding to cancel, postpone or suspend an Event under clauses 7.1 or 7.2, the Trust:

- (i) may act in its absolute and unfettered discretion, but always in accordance with the proper and reasonable exercise of its statutory functions and powers; and
 - (ii) must use reasonable endeavours to:
 - (A) notify one of the Event Organiser's Contacts prior to any such cancellation, postponement or suspension; and
 - (B) consult with one of the Event Organiser's Contacts in relation to the proposed cancellation, postponement or suspension,

to the extent reasonably practicable in the circumstances.
- (b) A notice under clause 7.3(a):
- (i) may be written or oral and, if oral, must be confirmed in writing within 72 hours from the time it was given; and
 - (ii) must be given in such time prior to the cancellation, postponement or suspension as may be reasonably practicable in the circumstances.

7.4 Force Majeure Events

- (a) The following events constitute a Force Majeure Event:
 - (i) act of God, adverse weather conditions, explosion, flood, landslide, bush fire or earthquake;
 - (ii) strike or other industrial action, other than strikes or other industrial action primarily involving some or all of the parties employees or the employees of either of the parties;
 - (iii) act of public enemy, war (declared or undeclared), terrorism, sabotage, blockage, revolution, riot, insurrection, civil commotion, epidemic or pandemic;
 - (iv) the effect of any change in applicable laws of any government or competent authority; and
 - (v) embargo, power shortage or water shortage,

the consequences of which is beyond the control of both of the parties and was not caused or contributed to by either party, and could not have been prevented, overcome or remedied by the exercise by either party of a standard of care and diligence consistent with that of a prudent and competent person under the circumstances.
- (b) If either party is prevented in whole or in part from carrying out its obligations under this document as a result of a Force Majeure Event, it must as soon as practicable notify the other party accordingly.
- (c) Each notice under clause 7.4(b) must:

- (i) specify the obligations and the extent to which it cannot perform those obligations;
 - (ii) fully describe the Force Majeure Event;
 - (iii) estimate the time during which the Force Majeure Event will continue; and
 - (iv) specify the measures proposed to be adopted to remedy or minimise the effects of the Force Majeure Event.
- (d) Following a notice of the Force Majeure Event under clause 7.4(b), and while the Force Majeure Event continues, the obligations which cannot be performed because of the Force Majeure Event will be suspended other than obligations to pay money.
- (e) The party that is prevented from carrying out its obligations under this document because of the impact of the Force Majeure Event must:
- (i) remedy or minimise the effect of the Force Majeure Event to the extent reasonably practicable; and
 - (ii) take all action reasonably practicable to mitigate any loss suffered by the other party as a result of the party's failure to carry out its obligations under this document.
- (f) Where either party is of the reasonable belief that the effects of the Force Majeure Event are such that an Event must be cancelled or postponed, each party must use reasonable efforts to consult with the other party.

7.5 Event Organiser's risk for adverse weather and other Force Majeure Events

- (a) If an Event does not proceed or is cancelled, postponed or suspended, due to a Force Majeure Event, then:
- (i) the Trust is not obliged to return any Fee or any part of any Fee nor is the Event Organiser excused from paying any Fee or any part of any Fee, and
 - (ii) the Event Organiser must still account to the Trust for the Event in accordance with this document.

7.6 Failure to be Event Ready

- (a) **Failed to be Event Ready** means one or more of the following:
- (i) the full Management Plan has not been submitted, is inappropriate (in the reasonable opinion of the Trust) or have not been implemented to the extent they were required to be implemented at the relevant time;
 - (ii) insurances (as required under this document) have not been provided or the conditions of the required insurances have been breached;
 - (iii) all necessary licences have not been obtained, provided or completed;

- (iv) any monies owing under this document at the relevant time remain unpaid;
 - (v) any required Site Safety Certificates to the satisfaction of the Trust have not been submitted; or
 - (vi) any other material pre-condition to the conduct of an Event has not been met or satisfied to the reasonable satisfaction of the Trust.
- (b) The Trust may conduct an inspection of the Site immediately before an Event Time or during the Event Time. This does not limit the Trust's general right of entry.
- (c) The Trust may notify the Event Organiser (including but not limited to during or after an inspection) if it is of the opinion, acting reasonably, that the Event Organiser has Failed to be Event Ready, and the reason for that failure.
- (d) If the Event Organiser receives notice from the Trust that the Event Organiser has Failed to be Event Ready:
- (i) the Event Organiser may elect to remedy the outstanding items; and
 - (ii) the Trust retains the right to cancel, postpone or suspend any upcoming Event at any time up to or even after the commencement of the Event if the Event Organiser has failed to remedy all outstanding items.

7.7 Cancellation by the Trust without cause

The Trust in its absolute discretion for the convenience of the Trust may cancel this Deed with regard to the holding of an Event, including if the Trust chooses cancelling this Deed for any future period, by an appropriate notice to the Event Organiser not less than three months prior to the scheduled time for the Event.

7.8 Consequences of postponement, suspension or cancellation

If an Event is postponed, suspended or cancelled (including where this Deed is terminated for any unexpired period), by the Trust under this clause 7:

- (a) such postponement, suspension or cancellation:
 - (i) is without prejudice to any other rights or remedies available to the Trust at law or otherwise; and
 - (ii) is without liability of the Trust for compensation or otherwise, to the Event Organiser;
- (b) where such postponement, suspension or cancellation is not due to a breach by the Event Organiser of its obligations under this document, the Trust must, if requested by the Event Organiser, use reasonable endeavours to allow the postponed, suspended or cancelled Event to be held at a different time convenient to both the Trust and the Event Organiser; and
- (c) the Event Organiser remains liable to pay all Fees including the Licence Fee, payable under this document and irrespective of any Force Majeure Event except

only for any Fees in relation to an Event that is cancelled by the Trust under clause 7.7 and not then held at a different time pursuant to arrangements made under clause 7.8(b).

7.9 Cancellation by the Event Organiser

- (a) If the Event Organiser gives notice to the Trust cancelling the Event more than two weeks before the commencement of the Site Occupation Period then this Deed is terminated with immediate effect for all future periods. In that case, the Event Organiser forfeits the Deposit and any other Fees already paid to the Trust. The Event Organiser remains liable to pay all amounts payable to the Trust in relation to the period up until when the cancellation notice is received and to the extent not already paid, also for the following further payments in compensation for foregone Base Licence Fees (to the extent not already paid):

If the cancellation is more than eight weeks before the Site Occupation Period	50% of the Base Licence Fee (with credit for the Deposit) plus GST
If the cancellation is more than four weeks before the Site Occupation Period	75% of the Base Licence Fee (with credit for the Deposit) plus GST
If the cancellation is more than two weeks before the Site Occupation Period	100% of the Base Licence Fee (with credit for the Deposit) plus GST

- (b) The Event Organiser acknowledges that the payments provided for above are a genuine and reasonable pre-estimate of the minimum compensatable damage that cancellation of the Event in the particular circumstances would cause to the Trust including taking account of the likelihood of the Trust not being able to make satisfactory alternative arrangements that have the same financial and other benefits for the Trust, or at least not without substantial additional costs being incurred.
- (c) The Event Organiser is not entitled to cancel the Event at any time later than two weeks before the commencement of the Site Occupation Period. Unless the Event Organiser has duly cancelled prior to that time, the Event Organiser must use their best endeavours to ensure that the Event is duly conducted in conformity with this Licence and in a manner which gives the Event every reasonable prospect of full commercial success.

8. Change of Site or Transfer

8.1 Change of Site

- (a) The Trust in its absolute discretion to suit the Trust may at any time change the Site to any other part of the Parklands, by notice to the Event Organiser. In this clause 8 references to the Site include where the context permits, a reference to the Event Impact Area.
- (b) The Trust must give a notice of change of the Site to the Event Organiser:
- (i) where reasonably necessitated due to any Force Majeure Event or emergency (actual or reasonably anticipated), with such advance notice if any as the Trust is reasonably able to give; and

- (ii) in all other cases, at least 7 days prior to the date when the change of Site is to take effect.
- (c) The Trust must nominate a changed Site that in the reasonable opinion of the Trust is substantially equivalent to the original Site.
- (d) For a changed Site, the Trust may advise the Event Organiser of amendments to the provisions of this document that are necessary in the reasonable opinion of the Trust to adjust this document for the changed Site and the Trust must notify those changes to the Event Organiser as soon as reasonably possible after notifying the change in the Site and those changes apply from that time. However this does not give the Trust the right to change any Fee or the amount of the Bond or the Sound Bond.

8.2 Transfer by the Trust

If the Trust transfers its interest in the Site, then if the Trust so requires, the Event Organiser must enter into those documents the Trust or the transferee reasonably requires, at the Trust's or the transferee's cost, to enable the transferee in its name to enforce the benefit of all obligations owed under this document, and if the transferee is a trustee, the Event Organiser agrees to vary this document to incorporate any provision for the limitation of the personal liability of the transferee that is reasonably required by the transferee.

8.3 Termination for resumption

- (a) This Deed may be terminated immediately by either party by written notice to the other party if the whole or any part of the Site is resumed or taken away for any public purpose by a Government Agency.
- (b) Neither party has a right or claim for compensation if this Deed is terminated under clause 8.3(a).

9. Termination

- (a) Either party is entitled to terminate this document by not less than 14 days written notice of termination if the other party defaults in the observance or performance in any of its obligations under this document and fails to rectify that default within 14 days of receiving a notice from the non-defaulting party specifying the default and requesting that it be remedied.
- (b) The Trust may terminate this document immediately by notice to the Event Organiser if any one or more of the following events occurs:
 - (i) the Event Organiser fails to pay any or all of any Fee or other money due under this document on the relevant Payment Date;
 - (ii) the Event Organiser otherwise repudiates its obligations under this document; or
 - (iii) an Insolvency Event occurs in relation to the Event Organiser.
- (c) This clause 9:

- (i) does not adversely affect a claim or other remedy which the Trust has against the Event Organiser for a breach of the Event Organiser's obligations under this document; and
 - (ii) has effect despite any other provision of this document.
- (d) The Event Organiser acknowledges that the grounds for termination by the Trust specified in this clause 9, are each essential conditions. If this document is terminated by the Trust under this clause 9, the Event Organiser remains liable to pay all Fees (or any balance) despite termination and also the Trust is entitled to damages for the loss of the future benefit of this document.

10. Indemnity

The Event Organiser indemnifies the Trust and its officers against all expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against the Trust) including any claims against the Trust by any person that the Trust may sustain or incur as a result whether directly or indirectly of:

- (a) a breach of this document by the Event Organiser, including without limitation breach of any representation or warranty by the Event Organiser; or
- (b) any act or omission of the Event Organiser in connection with the Event.

11. Dispute Resolution

- (a) If a dispute between the parties arises in relation to this document, the parties must use their reasonable endeavours to resolve that dispute between themselves in the manner set out in clause 11(b), other than where a party seeks urgent interlocutory relief.
- (b) The parties must endeavour to resolve a dispute as follows:
 - (i) the parties must meet to consider the dispute following written notice from one party to the other that specifies the point in dispute and requires a meeting (**Parties' Meeting**); and
 - (ii) if the dispute is not resolved within 10 Business Days, or such other period as the parties may agree, of such a notice requiring a Parties' Meeting, then either party may refer the dispute to parties or bodies external to this document.
- (c) If there is a dispute, the parties must continue to perform their obligations under this document except to the extent that the matter which is the subject of the dispute cannot proceed until the dispute has been resolved.

12. Relationship

- (a) Nothing in this document constitutes a relationship of principal and agent, or partnership between the parties.

- (b) The Event Organiser must not do anything that is misleading or deceptive or that is likely to mislead or deceive, in connection with the Event. Without limiting those general words, the Event Organiser must not give or allow any indication that:
 - (i) the Event is produced, supported, conducted, managed or supervised by the Trust or the Government; or
 - (ii) the Event Organiser in any way represents or speaks for or represents the Trust or the the Government.

13. Notice

13.1 Form of Notice

Subject to clause 13.3, a notice given by a party notifying or giving notice under this document must be:

- (a) in writing;
- (b) addressed to the other party at the address shown in the Details (or the other current address last notified by the other party for the purposes of this document);
- (c) sent by pre-paid post to that address or (in the case of a notice to the Event Organiser), hand delivered or sent by email transmission.

13.2 Receipt of notice

A notice given in accordance with clause 13.1 is deemed received:

- (a) if sent by pre-paid post, two Business Days after the date of posting;
- (b) if hand delivered, on the date of delivery; and
- (c) if sent by email transmission, on the day the email is sent (unless the sender receives a notification that the email was not received by the recipient).

If a notice, consent or other communication under this deed is given and received on a day that is not a Business Day or after 5.00 pm (local time in the place of receipt) on a Business Day, it is regarded as being given and received at 9.00 am on the next Business Day.

13.3 Oral notice by Trust

Despite this clause, any notice by the Trust to the Event Organiser may be given orally to a nominated contact, or other representative, of the Event Organiser where permitted by another provision of this document or in an emergency.

14. Severability

If the whole or part of any provision of this document cannot be given effect or full force because of illegality or other unenforceability, then that provision or part must be severed or read down to the minimum extent necessary and that does not affect the continuing operation of the remaining provisions.

15. Waiver

No failure, delay, relaxation or indulgence on the part of a party in exercising any right, power, privilege or remedy in connection with this document, operates as a waiver of that right, power, privilege or remedy nor does any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of that or any other right, power, privilege or remedy. A waiver is not valid or binding on the party granting that waiver unless in writing and duly signed on behalf of that party.

16. No assignment

- (a) The rights under this Deed are personal to the Event Organiser. The Event Organiser must not assign, transfer, sub licence, share or deal with its interests under this document, or share or part with possession of any part or all of the Site without the prior written consent of the Trust. Despite any other provision of this document, the Trust may give or withhold consent, or give consent subject to one or more conditions including a condition requiring amendment of this document or payment of additional amounts, as the Trust decides in its absolute discretion.
- (b) If:
 - (i) the Event Organiser is a company which is not listed on the Australian Stock Exchange; and
 - (ii) there is a proposed change in the shareholding of the Event Organiser or its holding company so that a different person or group of persons from that existing at the date of this document will control the composition of the Board of Directors or more than 50% of the shares of the Event Organiser giving a right to vote at general meetings,

then that proposed change in control is treated as a proposed assignment of the Event Organiser's interests under this document and clause 16(a) applies.

17. Entire agreement

- (a) This document (including attachments):
 - (i) is the entire agreement between the parties as to its subject matter and supersedes all prior representations and agreements in connection with that subject matter; and
 - (ii) may only be altered in writing duly signed by the parties.
- (b) The Trust relies on the following warranties and acknowledgments from the Event Organiser as essential conditions.
 - (i) the Event Organiser has not relied on any representation made or implied by the Trust (which in this provision includes each of the Trust's trustees, officers and representatives), or arising out of or implied by the Trust's conduct, nor upon any description, illustration or specification contained in any document produced by the Trust such as but not limited to any publicity material;

- (ii) to the extent that the Trust has made or implied, or by conduct given rise to or implied, any representation that is not expressly stated in this document, the Event Organiser is not proceeding in reliance on the representation because the Event Organiser has had and taken the opportunity to independently check and form the Event Organiser's own view about the significance, and the accuracy or otherwise, of the representation;
- (iii) without limitation, the Event Organiser acknowledges that the Event Organiser is not relying on being able to make any claim against the Trust, for any representation made or conduct occurring before, under or in connection with this document, beyond any claim (if any) that can be made, and the limits applying, as stated in this document; and
- (iv) any details, dimensions or specifications that may be provided by the Trust in connection with the Site or services that might be available to the Site, are approximations and only for general guidance. They are subject to tolerances and may be more or less and are also subject to minor variations from time to time. The Event Organiser is solely responsible for checking and verifying for itself, all conditions in connection with the Site and all relevant dimensions and specifications.

18. GST

- (a) Any consideration or amount payable under this document, including any non-monetary consideration (as reduced in accordance with clause 18(e) if required) (**Consideration**) is exclusive of GST.
- (b) If GST is or becomes payable on a Supply made under or in connection with this document, an additional amount (**Additional Amount**) is payable by the party providing consideration for the Supply (**Recipient**) equal to the amount of GST payable on that Supply as calculated by the party making the Supply (**Supplier**) in accordance with the GST Law.
- (c) The Additional Amount payable under clause 18(b) is payable without set off, demand or deduction at the same time and in the same manner as the Consideration for the Supply, and the Supplier must provide the Recipient with a tax invoice within 14 days after the time of payment of the Additional Amount.
- (d) If for any reason (including, without limitation, the occurrence of an adjustment event) the amount of GST payable on a Supply (taking into account any decreasing or increasing adjustments in relation to the Supply) varies from the Additional Amount payable by the Recipient under clause 18(b):
 - (i) the Supplier must provide a refund or credit to the Recipient, or the Recipient must pay a further amount to the Supplier, as appropriate;
 - (ii) the refund, credit or further amount (as the case may be) will be calculated by the Supplier in accordance with the GST Law; and
 - (iii) the Supplier must notify the Recipient of the refund, credit or further amount within 14 days after becoming aware of the variation to the amount of GST payable. Any refund or credit must accompany such

notification or the Recipient must pay any further amount within 7 days after receiving such notification, as appropriate. If there is an adjustment event in relation to the Supply, the requirement for the Supplier to notify the Recipient will be satisfied by the Supplier issuing to the Recipient an adjustment note within 14 days after becoming aware of the occurrence of the adjustment event.

- (e) Despite any other provision in this document:
 - (i) if an amount payable under or in connection with this document (whether by way of reimbursement, indemnity or otherwise) is calculated by reference to an amount incurred by a party, whether by way of cost, expense, outlay, disbursement or otherwise (**Amount Incurred**), the amount payable must be reduced by the amount of any Input Tax Credit to which that party is entitled in respect of that Amount Incurred, and
 - (ii) no Additional Amount is payable under clause 18(b) in respect of a Supply to which s 84-5 of the GST Law applies.
- (f) Any reference in this clause to an Input Tax Credit to which a party is entitled includes an Input Tax Credit arising from a Creditable Acquisition by that party but to which the representative member of a GST group of which the party is a member is entitled (as per the definitions in GST Law).

19. Exclusion and limitation of liability

19.1 Liability for injury or physical damage

The Trust does not exclude its legal liability (if any) for any death or personal injury, or for any reduction in the value of physical property, to the extent directly caused or contributed to by any negligence by the Trust. However, where the Trust is liable for death or personal injury or for the reduction in value of physical property, the Trust is not liable for any associated Consequential Damage (as defined in clause 19.4 below). Also, the Trust is not liable to the extent that something was caused or contributed to by the negligence of the Event Organiser or any third party.

19.2 Limitation – direct damages

The Trust does not seek to exclude legal liability (if any) for any other direct damage or loss suffered by the Event Organiser to the extent caused or contributed to by any fundamental or other breach of this document by the Trust. However, the aggregate liability of the Trust for all such damage or loss is limited to an amount equal to the total Fees paid by the Event Organiser to the Trust, less that part of any Fees that is merely reimbursement for an expense incurred.

19.3 Australian Consumer Law

To the extent permitted by law the liability of the Trust is limited as follows:–

- (a) in the case of goods, to replacement of the goods or the supply of equivalent goods, or repair of the goods, or payment of the cost of replacing the goods or of

acquiring equivalent goods, or payment of the cost of having the goods repaired;
and

- (b) in the case of services, to supplying the services again or the payment of the cost of having the services supplied again.

19.4 Exclusions

Except as stated in this clause 19, the Trust is not liable for, and the Event Organiser does not rely on being able to claim against the Trust for, any direct or indirect loss or damage or Consequential Damage under or in connection with or arising out of this document or anything done or omitted in connection with this document or for the purpose of this document, or in relation to any representation or conduct for, under or in connection with this document, and whether or not the possibility or potential extent of the loss or damage or Consequential Damage was known or foreseeable whether in contract or for breach of contract or for negligence or any other tort or for breach of statutory, fiduciary or other duty (if any) and whether or not the act or conduct was expected, authorised or required. **Consequential Damage** includes:

- (a) exemplary or punitive damages;
- (b) loss of or failure to achieve (whether or not in connection with this document), any or any particular benefit saving reduction revenue or profit;
- (c) loss of use of any facility item or equipment, increased or wasted work, cost or expense, delay or lost time, loss of or damage to reputation, goodwill or trade, loss of this or any other agreement, increased operating costs, wasted or increased financing cost including in connection with this or any other agreement, loss of or damage to any data or record, loss of or unavailability of or damage to tangible or intangible property, or the consequence of delay;
- (d) loss of chance or opportunity;
- (e) loss or liability in connection with any property of a third party;
- (f) loss or cost or expense associated with identification, investigation, assessment, repair, replacement or servicing;
- (g) any claim made against the Event Organiser;
- (h) any risk, liability or obligation on behalf of or to or in connection with or concerning a third party, that is or has been created, assumed or increased by the Event Organiser (including but not limited to where that occurs by contract or by acknowledgment or by representation or by waiver or release or by non-exercise of any right such as a right of limitation or exclusion) and without limitation including anything in substance of the nature of a payment to or claim by a third party for liquidated damages however described;
- (i) demurrage or dead freight;
- (j) anything to the extent increased in scope or amount due to a change of the basis or rate of any tax (direct or indirect, of any type, including duties and excises) or

change of statutory or regulatory or market (including cost, price or value) circumstance since the date of this document; and

- (k) any other economic loss or damage.

19.5 Steps in the administration of these Conditions

The Trust has no obligation to monitor that the Event Organiser is complying with their obligations under the Conditions. The Event Organiser must honour their obligations without reminder or demand. The Trust has no legal liability for anything done or omitted in monitoring compliance by the Event Organiser or in reviewing anything provided by the Event Organiser. Nothing done or omitted by the Trust in connection with reviewing anything submitted by the Event Organiser releases the Event Organiser from any of the Event Organiser's obligations under this document.

19.6 Extensions and reservations

- (a) References in this clause 19 to the Trust include where the context permits, each of the Trust's trustees, officers and representatives, and employees.

20. Warranties

20.1 Transparency warranties

The Event Organiser gives the following warranties as essential conditions:

- (a) the Event Organiser and each of the Event Organiser's officers, employees, principals and shareholders are completely at arm's length from and have no relationship with the Trust or any of the Trust's trustees, officers or employees; and
- (b) no benefit or advantage has or will be paid or provided to the Trust (or any of the Trust's trustees, officers or employees) or anyone else in connection with the Trust, in connection with the grant of this document or the Event except for the Fees and other benefits explicitly stated in this document.

20.2 Authority, capacity and compliance

The Event Organiser represents and warrants that:

- (a) it is duly incorporated in accordance with the laws of its jurisdiction, validly exists under those laws and has capacity to sue or be sued in its own name and to own its property and conduct its business as it is being conducted;
- (b) it has capacity unconditionally to sign and deliver and comply with its obligations under this document;
- (c) it has taken all necessary action to authorise the unconditional signing and delivery of and compliance with its obligations under this document;
- (d) this document is enforceable against it in accordance with its terms and is not void or voidable;

- (e) no litigation, arbitration, mediation, conciliation or administrative proceedings are taking place, pending, or to the knowledge of any of its officers, threatened which, if adversely decided, could have a material adverse effect on it;
- (f) it is not insolvent;
- (g) the Event Organiser has fully and not misleadingly disclosed to the Trust in writing in connection with this document, every fact or circumstance that may be material and adverse to the standing or reputation of the Event Organiser;
- (h) any information that it has given to another party in connection with this document is true and accurate in all material respects and not misleading in any material respect (including by omission) as at the date of this document or, if given later, when given; and
- (i) it is not entering into this document as a trustee.

20.3 Reliance on warranties

- (a) The Event Organiser acknowledges that the Trust has entered into this document in reliance upon the representations and warranties in this clause 20.
- (b) The interpretation of a representation or warranty is not to be restricted by reference to or inference from any other statement contained in any other representation or warranty.

21. General

21.1 Governing Law and Jurisdiction

This document is governed by the laws applying in the State of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

21.2 Cumulative Rights

The rights and remedies of a party under this document do not exclude any other right or remedy provided by law.

21.3 Continuing Indemnities and Survival of Indemnities

Each indemnity contained in this document is a continuing obligation despite settlement of account or the occurrence of any other thing, and remains fully effective until all money owing, contingently or otherwise, under the indemnity has been paid in full. It is not necessary for a party to incur an expense or make a payment before enforcing a right of indemnity. Nothing in this document restricts a party from claiming against another party for breach of warranty or breach of contract and under any indemnity, or concurrently for both breach of warranty or breach of contract and for indemnity. A party may exercise and exhaust all remedies against another party for breach of warranty or breach of contract and for indemnity, without being required to elect between rights and remedies.



Centennial
Parklands

21.4 Payments

A payment which is required to be made under this document must be by EFT or in cash or by bank cheque or in other immediately available funds and in Australian dollars.

21.5 Further Assurances

Each party must do all things necessary to give full effect to this document and the transactions contemplated by this document.

21.6 Counterparts

This document may be signed in any number of counterparts and all those counterparts together make one instrument.

21.7 Electronic execution

- (a) Each party agrees that this Deed may be electronically signed, and that any electronic signatures appearing on this Deed are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.
- (b) The parties agree that the provisions of the *Electronic Transactions Act 2000* (NSW) will apply to this Deed and that a signed copy of this Deed transmitted by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Deed for all purposes.



Section 6: Dictionary

1. Definitions

Bump-in	means the bringing onto the Site, and construction, of Infrastructure including deliveries and build on Site.
Bump-in Period	means the period or periods set out in the Details, when the Event Organiser may have initial access to the Site for Bump-in.
Bump-out	means the dismantling and removal of Infrastructure after the Event, to return the Site from event mode to its condition at the commencement of the Site Occupation Period, including making good and including removal of all materials, equipment and waste generated at or related to the Event.
Bump-out Period	means the period or periods set out in the Details, when the Event Organiser may have access to the Site for Bump-out.
Business Day	means a day on which banks are open for business excluding Saturdays, Sundays and public holidays in Sydney, New South Wales.
Chief Executive	means the person holding the office of Chief Executive under the Trust Act and where the context permits, includes any delegate or sub-delegate of the Chief Executive.
Drug Management Plan	<p>means a plan detailing key stakeholder engagement, pre-event patron information, police operations, medical team protocols and security team protocols.</p> <p>The Event Organiser must use their best endeavours to ensure that the Drug Management Plan (and other Plans where relevant) is generally consistent the NSW Health's Guidelines for Music Festival organisers: Music Festival Harm Reduction (https://www.health.nsw.gov.au/aod/Pages/music-festival-guidelines.aspx) and any updated guidelines issued by NSW Health or other Authority.</p>
Event Impact Area	means the area designated as such in the Site Plan, that may include areas outside the Parklands, potentially likely to be directly affected by the Event in some way.
Event IP	means the Intellectual Property Rights held by the Event Organiser that are particular to the Event.
Event Organiser's Contact(s)	means the person(s) nominated as such in the Details or the current substitute person(s) notified to the Trust in writing.
Event Performance Review	means a meeting between the Trust and the Event Organiser to discuss the performance of the Event Organiser in accordance with section 3, clause 3.
Event Rights	means each of the Intellectual Property Rights that the Event Organiser will or may reasonably be expected to exercise, enjoy or exploit in connection with the conduct of the Event including in connection with the naming and branding of the Event and including without limitation the particular Event IP identified in the Details.



Fees	means all fees specified in the Details and payable under this document, including if and to the extent specified the: (a) the Base Licence Fee; and (b) Turnover Licence Fee.
First Aid and Medical Plan	means a plan for the availability and provision of first aid and medical facilities and the procedures for identifying any need for first aid and administering first aid, for anyone on or associated with the Site during the Site Occupation Period.
Food and Beverage Management Plan	means a plan detailing the arrangements for catering and the provision of beverages (including alcohol where permitted), at the Event.
Government Agency	means a government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity whether foreign, federal, state, territorial or local.
Gross Receipts	means the aggregate of all monies received by the Event Organiser, its contractors and agents (and the value in money of things other than money) for all sales or services or otherwise in the course of or in connection with the Event, including those made or provided: (a) from the Site, wherever originating; or (b) from somewhere other than the Site but reasonably attributable to or connected with the Event, but excluding from those amounts: (c) the amount paid or payable by the Event Organiser as GST; (d) the amount of any bona fide refund on any transaction when the proceeds have been included as part of Gross Receipts; (e) the amount of any bona fide discounts allowed in the normal and ordinary course; and (f) the amount of uncollected credit accounts that are written off.
GST	means a goods and services tax or similar value added tax levied or imposed under the GST Law, and words or expressions defined in the GST Law have the corresponding meaning in the General Conditions to the extent that the context permits.
GST Law	has the meaning given to it in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Infrastructure	includes to the extent the context permits, all anticipated or actual: (a) equipment brought into the Parklands, such as lighting, projectors, screens, sound and filming equipment, electrical fittings, generators, turf protection or terra-plas, cameras, vehicles, furniture and catering; (b) structures built or erected on the Site, such as staging, marquees, site-office, lighting, sound and filming towers and fencing; and (c) facilities brought into the Parklands, such as television and radio broadcast facilities, portable toilet blocks, catering

facilities and vending or other stalls,
in connection with the Event.

Infrastructure Plan

means a document containing:

- (a) a detailed and to scale plan of the Site and relevant parts of the Parklands illustrating the location of all Infrastructure, and
- (b) evidence of the Event Organiser's due inquiries and investigations as to the presence of underground services under the Site and measures to be implemented by the Event Organiser to prevent any damage to such services.

Insolvency Event

means the occurrence of any one or more of the following events in relation to a person:

- (a) an order is made that they be wound up, declared bankrupt or that a provisional liquidator, liquidator, receiver or receiver and manager be appointed to them;
- (b) a liquidator, provisional liquidator, administrator or controller is appointed to them or any of their assets;
- (c) they enter into an arrangement or composition with creditors; or
- (d) they are taken to have failed to comply with a statutory demand as a result of section 459F(1) of the *Corporations Act 2001* (Cth), or

they are presumed to be insolvent under an applicable law or anything occurs under the law of any jurisdiction which has a substantially similar effect to any of the events set out above.

Intellectual Property Rights

means all types of intellectual property rights of whatever nature throughout the world including all rights conferred under statute, common law or equity, whether existing now or at any time in the future, including rights in all copyright, patents, trademarks, business names, trade names, domain names, designs, confidential information, trade secrets and know-how.

Licence

means the licence granted under this document for the Event Organiser to access or use the Site and where the context permits includes each other right, benefit and authorisation in favour of the Event Organiser under this document.

Management Plan

means each of the plans listed in the Details.

Marketing and Communications Plan

means a plan detailing all of the proposed marketing and communication arrangements in relation to the Event including specifying how the Event Organiser will meet the requirements set out in Section 4.

Materials

includes the following to the extent created by or for the Event Organiser, or authorised by the Event Organiser, in connection with the Event and whether in physical or digital form and including digital, audiovisual and audio:

- (a) marketing and advertising materials;
- (b) media materials including media kits;
- (c) instructional material, signage, directories and the like;

	<ul style="list-style-type: none"> (d) advertising, artwork and brochures; (e) Event records and any other memorabilia; and (f) any other document or material in any form showing the configuration, layout and design of the Event.
Medical Facilities Report	means a report detailing all first aid and medical treatments and hospital transfers in connection with an Event, that conforms with the First Aid and Medical Plan.
Minister	means the minister administering the Trust Act from time to time.
Parklands	means those lands vested in the Trust under the Trust Act.
Payment Date	for a particular payment means the due date or dates for the payment set out in the Details.
Performance Assessment Matrix	means the performance assessment matrix at Attachment 4.
Prevention Notice	means Prevention Notice number 1002139 dated 26 February 2001 and amendment number 1521549 dated 18 February 2015 issued by the New South Wales Environment Protection Authority a copy of which is Attachment 1 (and as may be amended or updated from time to time).
Production Schedule	means a schedule and plan detailing the production associated with the Event including, but not limited to, timetables for bump-in and bump-out, all supplier arrangements, dates and times of proposed sound checks and rehearsals and the Event Organiser's day time and after hours contact information for all of the Event Organiser's relevant persons.
Risk, Health & Safety Management Plan	<p>means a plan that:</p> <ul style="list-style-type: none"> (a) conforms with best practice including the ISO31000:2018 Risk Management Guidelines, detailing the risk identification, risk avoidance and risk management strategies to be implemented by the Event Organiser in the production and conduct of the Event; (b) provides for an overall health and safety management plan for the whole of the Event including all works and activities associated with the Event; (c) provides for the preparation by the Event Organiser or its respective contractor of an appropriate Safe Work Method Statement pursuant to the requirement of any relevant Government Agency for each component of any work to be carried out; (d) provides for fire prevention and fire safety; and (e) provides for patron and crowd safety including emergency evacuation strategies.
Season	applies where an Event is to occur over two or more separate Site Occupation Periods, usually annually, and means each of the Initial Site Occupation Period and each subsequent anticipated Site Occupation Period, as applicable in the particular case, and to the extent applicable, particular Conditions and obligations of the Event Organiser in connection with the Event apply separately in



	connection with the conduct of the Event in each Season including the first.
Security and Emergency Plan	means a plan detailing the security and emergency procedures for the Event including in the case of an injury to public and staff, power failure, bomb threat, fire and evacuation, the communication strategy for the Event, contact list and security management systems.
Signage Plan	means a plan outlining the location, size, content and method of fixing all signs, advertisements, banners or posters in and around the Site as part of the Infrastructure.
Site	means the area within the Parklands, designated as the site on the Site Plan, (the Site Description in the Details is only a general description and if there is any inconsistency then the Site Plan prevails).
Site Plan	means the plan in Attachment 2.
Sound Management Plan	means a plan specifying and detailing the type and nature of the sound amplification equipment to be used for the Event and how the sound amplification equipment will be installed, operated and maintained and the Event conducted so that the noise impact on any residential premises, other Parklands users and Parklands fauna is minimised and so as to ensure compliance with the Prevention Notice.
Traffic Management Plan	means a plan for traffic management, vehicle access to the Site and parking in connection with each Event to provide for and ensure safe access to the Parklands and the Site for staff, contractors, patrons and Parklands users and the protection of the Parklands environment including, but not limited to details of all staffing, barricading, gate closures, signage, marshalling of road crossings and other conflict areas, vehicle and staff passes and lighting required to conduct the Event and includes provisions for any truck movements in accordance with all of the usual requirements imposed by the Trust to minimise inconvenience and interruption to the general flow of traffic within the Parklands and continuing access to other parts of the Parklands and to avoid or minimise off-road vehicle movements and to provide for appropriate timing and staging of deliveries including use of the main designated truck holding bay (the Horse Float Bay).
Trust Act	means the <i>Centennial Park and Moore Park Trust Act 1983</i> (NSW).
Waste Management and Cleaning Plan	means a plan specifying the systems to manage waste generated as a result of the Event including, but not limited to, details of waste collection facilities, portable toilets, site clean up and recycling systems.

2. Interpretation

- (a) Words and expressions for which a meaning is given or indicated in any part of this document such as the Details have the same meaning when used in other parts (and as amplified by this Dictionary), where the context reasonably permits.

- (b) Wherever in this document the Trust has the power to unilaterally impose a condition, a sanction, a direction, an approved form, a judgment or any other act of a similar nature that will affect the Event or the Event Organiser's rights or obligations under this document, then the Trust must act reasonably in the exercise of the power.
- (c) Wherever a decision is to be taken or a matter is to be addressed to the Chief Executive, it is agreed that this will also extend to the delegate or appointee of the Chief Executive as delegated or appointed from time to time to deal with any such matter.
- (d) Nothing in this document operates to restrict the unfettered discretion of the Trust in the exercise of its statutory powers and functions. This prevails over any other provision, if there is any inconsistency.
- (e) In this document unless the context otherwise requires:
 - (i) the singular includes the plural and vice versa;
 - (ii) words that are gender neutral or gender specific include each gender;
 - (iii) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
 - (iv) the words "such as", "including", "particularly" and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
 - (v) a reference to:
 - (A) a person includes a natural person, partnership, joint venture, Government Agency, association, corporation or other body corporate;
 - (B) a thing (including, but not limited to, a right enforceable at law) includes a part of that thing;
 - (C) a party includes its successors and permitted assigns;
 - (D) a document includes all amendments or supplements to that document;
 - (E) a clause, term, party, schedule, annexure or attachment is a reference to a clause or term of, or party, schedule, annexure or attachment to this document;
 - (F) this document includes all schedules and attachments to it;
 - (G) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated or replaced;

- (H) an agreement other than this document includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing; and
 - (I) a monetary amount is in Australian dollars,
- (f) An agreement on the part of two or more persons binds them jointly and severally.
- (g) Where the day on or by which something must be done is not a business day, that thing must be done on or by the following business day.
- (h) Headings are for convenience only and do not affect the interpretation of the agreement.
- (i) This document may not be construed adversely to the Trust just because the Trust prepared it.
- (j) A term or expression starting with a capital letter:
 - (i) which is defined in this Dictionary, has the meaning given to it in this Dictionary unless the context requires otherwise; and
 - (ii) which is defined in the *Corporations Act 2001* (Cth) but is not defined in this Dictionary, has the same meaning as in the *Corporations Act 2001* (Cth).
- (k) References to the Event Organiser where the context permits or requires include each of the Event Organiser's related or associated parties and each of the Event Organiser's contractors and anyone else organised or authorised by the Event Organiser to do anything in connection with the Event.
- (l) Where there are two or more parties comprising the Event Organiser:
 - (i) those parties may only exercise the rights granted to the Event Organiser, jointly and not severally; and
 - (ii) each of those parties is severally liable for each of the obligations and liabilities of the Event Organiser.
- (m) References to a particular Government Agency refer to that Government Agency, or if that Government Agency no longer exists, then the Government Agency that has assumed that role or responsibility.



Centennial
Parklands

Attachment 1: EPA Prevention Notice



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Attachment 2: Site Plan & Event Impact Area



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Parklands

Attachment 3: Cross Promotional Entitlements (if applicable)

1. Support for Centennial Parklands

The Event Organiser must provide a space for the Trust or a third party approved by the Trust, to integrate a brand activation, safety message or other community announcement as part of the participants' safety and experience, located either on the Event course or at the Event Site.



Centennial
Parklands

Attachment 4: Performance Assessment

Performance Assessment

Performance is to be rated as **Satisfactory** OR **Unsatisfactory**. The Trust in its absolute discretion may determine how performance is rated. The Licensee may offer a remedy to any items rated Unsatisfactory. The Trust in its absolute discretion may accept or not accept the remedies offered by the Event Organiser. Should the Event Organiser not offer a remedy, or should the Trust not accept the remedy offered by the Event Organiser, the Trust may terminate this Deed.

The parties agree to utilise the following definition in undertaking any review:

SATISFACTORY

Any matter will be deemed 'Satisfactory' when it is in accordance with the expected requirements and expectations of a licensee of this nature in the ordinary course of business.

UNSATISFACTORY

Any matter will be deemed 'Unsatisfactory' when it is **not** in accordance with the expected requirements and expectations of a licensee of this nature in the ordinary course of business.

Performance Assessment Ratings

SATISFACTORY

- Deliver services within acceptable time-frames.
- Generally at an acceptable standard or higher.
- Attaining at least minimum requirements of the law and the requirements of any relevant authority.
- Provide patrons with an acceptable level of service.
- Reasonable levels of collaboration and cooperation, on most occasions.

UNSATISFACTORY

- Often late and regularly missing agreed deadlines in the delivery of services.
- Regularly and persistently not meeting minimum standards of the law, in the delivery services.
- Consistently receiving complaints from customers that the service is unsatisfactory and such complaints are established to be justified.
- Failure to provide reasonable levels of collaboration and cooperation, on most occasions.



Performance Assessment Matrix

#	Item: IS THE TRUST SATISFIED THAT THE EVENT ORGANISER HAS:	Assessment: SATISFACTORY UNSATISFACTORY N/A	Comments/Action
	General		
	Performed to a satisfactory level throughout the relevant period in relation to events held?		
	Been working in a collaborative manner with Trust management?		
	As far as the Trust is aware, no formal complaints/issues/orders/legal action relating to the conduct of the Event Organiser at the Venue arising from: <ul style="list-style-type: none"> • NSW Food Authority? • Liquor and Gaming NSW? • Local council? • the Australian Federal Police? • the New South Wales Police? • SafeWork? 		
	As far as the Trust is aware, not have any legal matters involving the Event Organiser (including any owners/employees thereof) which may have a detrimental effect on the Trust's business?		
	Provided the Trust with various reports upon reasonable request of the Trust?		
	Promptly followed up action items agreed in meetings or written requests in relation to changes to event plans or onsite operations?		
	Finance		
	Made all payments to the Trust on a timely basis?		
	Where turnover revenue is included in the Licence fee structure, provided financial reports, receipts and other proof of turnover when requested by the Trust?		
	First Aid & Medical		



#	Item: IS THE TRUST SATISFIED THAT THE EVENT ORGANISER HAS:	Assessment: SATISFACTORY UNSATISFACTORY N/A	Comments/Action
	Provided adequate medical facilities and resources appropriate to the event and as approved in event plan?		
	(If required as part of event planning) Provided and implemented a satisfactory drug management plan?		
	Responded to medical incidents to a satisfactory level?		
	Provided medical and drug-related statistics and reports in timely manner when requested by the Trust		
	Signage		
	Implemented directional and emergency signage to a satisfactory level?		
	Sound		
	Obtained all necessary licences or permits obtained by the Event Organiser for the use of copyright music?		
	Adhered to agreed timings of all sound tests, rehearsals and event sound?		
	Conducted themselves in accordance with the EPA Prevention Notice, and sound compliance and mitigation strategies including: stage and speaker orientation, speaker types/limiters?		
	Provided an appropriate level of communication and response between the Trust, Event Organiser, sound desk and sound monitor(s)?		
	Conducted themselves in accordance with all relevant laws and the requirements of all relevant Government Agencies?		
	Effectively mitigated impact on local community, taking into regard the volume of complaints?		
	Traffic		
	Adequately consulted with stakeholders (RMS, Police, Council, Trust and other stakeholder in the certification and execution of a Traffic		



#	Item: IS THE TRUST SATISFIED THAT THE EVENT ORGANISER HAS:	Assessment: SATISFACTORY UNSATISFACTORY N/A	Comments/Action
	Management Plan?		
	Executed the Traffic Management Plan as per agreed plans?		
	Adequate lighting during construction phases for night works, and Event egress / wayfinding?		
	Production Schedule		
	Captured all relevant information in the production schedule?		
	Provided sufficient detail in production schedule to accurately reflect activity onsite, including vehicle movement for bump-in and out?		
	Executed the installation and removal of agreed equipment and infrastructure identified in the production schedule was carried out within occupation periods? If not, was due notice given for alternative arrangements?		
	Adequately relayed the relevant conditions of the licence and provided an adequate site induction to staff, licensees and suppliers on site?		
	Risk, Health & Safety		
	Conducted themselves in a safe manner during site occupation?		
	Executed risk mitigation measures in accordance with risk management plans provided?		
	Adequately implemented safety plans included: <ul style="list-style-type: none"> • PPE • Induction procedure • Reporting of incidents 		
	Provided adequate safety and control measures to address chemical safety and spill risk		
	Security & Emergency		
	Adequately executed the plans and had adequate security resources in place for asset		



#	Item: IS THE TRUST SATISFIED THAT THE EVENT ORGANISER HAS:	Assessment: SATISFACTORY UNSATISFACTORY N/A	Comments/Action
	protection, public safety, crowd ingress/egress, emergency response and evacuation (if implemented)?		
	Waste & Cleaning		
	Carried out waste management and cleaning in accordance with the plan approved by the Trust and complying to all relevant EPA and WHS regulations?		
	Food and Beverage (F&B)		
	Delivered on the following: <ul style="list-style-type: none"> • Good quality and value for money in their food and beverage offering? • Sufficient levels of stock to service the event? • A sufficient number and variety of F&B outlets for the event • That the F&B was delivered to patrons in a timely manner? 		
	Provided satisfactory layout, design and queuing systems for the F&B service?		
	Complied with all F&B legal requirements, including but not limited to; all conditions as listed in the events Liquor Licence and Temporary Food permits?		
	(Where relevant) Successfully managed the provision of F&B for minors within a licensed area?		
	Complied with F&B conditions as outlined in the Venue Licence including but not limited to: <ul style="list-style-type: none"> • Use of glass • Flooring of structures and queuing areas • Operation of BBQ's • Fire safety equipment 		



#	Item:	Assessment:	Comments/Action
	IS THE TRUST SATISFIED THAT THE EVENT ORGANISER HAS:	SATISFACTORY UNSATISFACTORY N/A	
	<ul style="list-style-type: none"> Maintaining the hygiene and cleanliness all F&B areas to an acceptable standard? 		
	Infrastructure & Site		
	Provided sufficient level of detail in their infrastructure and site plan and that the site was built in accordance with that plan?		
	Adopted all changes to site design as requested by the Trust?		
	Managed the site in accordance with the venues site rules, including but not limited to; the implementation and management of tree protection zones, pegging, turf protection measures, asset protection measures, traffic and pedestrian management throughout the site.		
	Done everything practicable to minimise the impact on the venue?		
	Adequately managed vehicles onsite and their compliance with site rules and site operating hours?		
	Provided a safety officer to adequately oversee WH&S performance onsite and that overall WH&S performance was satisfactory?		
	Returned the event site in a reasonable condition?		
	Marketing, Communication & Ticketing		
	Provided adequate and timely reports of ticket sales throughout the event lifecycle, or responded in a timely manner when the Trust requested these reports?		
	Provided sufficient communications resources for the event such as 2-way radios for all stakeholders and (where relevant) a suitably furnished and positioned event operating centre?		
	Adequately managed the Trust-related		



Centennial
Parklands

#	Item:	Assessment:	Comments/Action
	IS THE TRUST SATISFIED THAT THE EVENT ORGANISER HAS:	SATISFACTORY UNSATISFACTORY N/A	
	marketing inclusions/activities/activations and the delivery of any complimentary ticket allocations?		
	Provided a correct and accurate communication chain of command and supplier contact resource?		

Appendices

APPENDIX B. NSW ENVIRONMENTAL PROTECTION AUTHORITY (EPA) VARIATION OF PREVENTION NOTICE DATED 18 FEBRUARY 2015

Variation of Prevention Notice



CENTENNIAL PARK AND MOORE PARK TRUST

Trading as CENTENNIAL PARKLANDS

ABN 37 220 827 521

LOCKED BAG 15

PADDINGTON NSW 2021

Attention: Anja Stride, Manager Venue Services

Notice Number 1521549
File Number EF13/8821
Date 18-Feb-2015

VARIATION OF PREVENTION NOTICE

BACKGROUND

- A. The Environment Protection Authority (EPA) issued Prevention Notice No. 1002139 (the prevention notice) to CENTENNIAL PARK AND MOORE PARK TRUST on 26-Feb-2001.
- B. The EPA identified the need to vary the prevention notice so that the definition of a Category 1 Event excludes minor sporting events held at the E.S Marks facility. The E.S Marks facility is host to 60-70 minor sporting events (such as school athletic carnivals) per annum and it is not the intention of the prevention notice to regulate these events. The intention of the prevention notice is to regulate noise from major events and special events.
- C. On 5 March 2014 the EPA suggested some optional amendments that could be made to the prevention notice to assist the Centennial Park and Moore Park Trust (the Trust) in the carrying out of noise assessments. The suggested amendments were as follows:
 - Suggested amendment 1: Amend condition 5 “Monitoring method” to: “The monitoring point for measuring noise levels as required in this notice, must be within one (1) metre of the boundary of any residential premises or sensitive receivers. For Category 1 and 2 events, measurements must be taken using “fast’ time response and over 15 minute intervals (T). For Category 3 and 4 events, measurements must be taken using “fast’ time response and be continuous.”
 - Suggested amendment 2: Remove the words “as far as practicable” from condition 14(b).
 - Suggested amendment 3: Amend the wording under the note in condition 14(b) as follows: “The LA,Max and LC,Max must be measured continuously by attended monitoring: ...”

Variation of Prevention Notice



- Suggested amendment 4: Amend the wording of condition 16(b) as follows: “Compliance or non-compliance with condition 14 must be monitored continuously by attended monitoring for the entire duration of ...”
- D. On 3 November 2014 the Trust responded to the suggested optional amendments made by the EPA on 3 March 2014 as summarised in the following points:
- Suggested amendment 1: The Trust accepted this amendment for application to Category 1, 2 and 3 events but requested that Category 4 events be excluded from the requirement. The Trust considered that continuous monitoring for Category 4 events would be untenable given that these events may be up to 3 months in duration and (under clause 20 of the prevention notice) require monitoring at 4 locations.
 - Suggested amendment 2: The Trust accepted this amendment. The Trust also requested an additional variation to clause 14(b) that allows the microphone to be placed between 1.5 and 3.5m above the ground (instead of the existing requirement of between 1.5 and 1.6m above the ground) to reduce the risk of vandalism.
 - Suggested amendment 3: The Trust did not accept this amendment on the grounds that attended monitoring would be untenable in terms of resourcing and additional costs.
 - Suggested amendment 4: The Trust did not accept this amendment on the grounds that attended monitoring would be untenable in terms of resourcing and additional costs.
- E. On 3 November 2014 the Trust also proposed some additional amendments to the prevention notice as summarised in the following points:
- Extend Clause (15) Exemption for Exceedences at the Start of New Performances to cover the sound check and rehearsal periods. It is considered that allowing exemptions for exceedences during a period when the sound levels are being set will reduce the risk of exceedences during the actual performance.
 - Amend conditions pertaining to noise level limits with the following clause: "Noise levels measured when wind speed exceeds 5m/s (at microphone height) should not be used to measure compliance with noise limits in the prevention notice, as wind generated noise may limit measurement accuracy. During periods of wind greater than 5 m/s the Trust must continue to take all reasonable and feasible actions to minimise noise".
- F. The EPA has considered the provisions of the *Protection of the Environment Operations Act 1997* when assessing the Trust's response to the suggested amendments and the Trust's proposed additional amendments to the notice.
- G. The EPA has varied Prevent Notice 1002139 by:

VARIATION OF PREVENTION NOTICE

1. By this notice the EPA varies Prevention Notice No. 1002139 (“the previous notice”) in the following manner:

Variation of Prevention Notice



(a) The definition of a "Category 1 Event" as provided in Section (A) of the Prevention Notice is amended as follows:

"(b)"Category 1 Event" means any event using sound amplification equipment with a crowd capacity less than 1,500 people other than cinematic screenings and theatrical performances using sound amplification equipment held at the Belvedere Amphitheatre;"

is replaced by:

"(b)"Category 1 Event" means any event using sound amplification equipment with a crowd capacity of less than 1,500 people other than:

- (i) cinematic screenings and theatrical performances using sound amplification equipment held at the Belvedere Amphitheatre; and*
- ii) school and community athletic carnivals and community soccer matches held at the E.S Marks Athletics Field ;"*

(b) Condition 5 is amended as follows:

"The monitoring point for measuring noise levels as required in this notice, must be within one (1) metre of the boundary of any residential premises or sensitive receivers. Measurements must be taken using "fast" time response and over 15 minute intervals."

is replaced by:

"The monitoring point for measuring noise levels as required in this notice must be within one (1) metre of the boundary of any residential premises or sensitive receiver. For Category 1, 2 and 4 events, measurements must be taken using "fast" time response and over 15 minute intervals (T). For Category 3 events, measurements must be taken using "fast" time response and be continuous."

(c) The second part of condition 14(b) (the part following the first "Note") is amended as follows:

"As far as is practicable, the LA,Max and LC,Max must be measured:

- i) in the absence of any influential sound, that is audibly distinguishable and extraneous to the sound from the amplification equipment; and*
- ii) with the sound level meter set to the "fast" time response, and the microphone placed between 1.5 and 1.6 metres above the ground."*

is replaced by:

"The LA,Max and LC,Max must be measured:

- i) in the absence of any influential sound, that is audibly distinguishable and extraneous to the sound from the amplification equipment; and*
- ii) with the sound level meter set to the "fast" time response, and the microphone placed between 1.5 and 3.5 metres above the ground."*

(d) Condition (15) is amended as follows:

Variation of Prevention Notice



"An exceedence of the noise level limit in condition 14(a) by a maximum of 5 dB(A) and/or an exceedence of the noise level limit in condition 14(b) by 5 dB(C) during a single five (5) minute period during the first fifteen (15) minutes of the performance of each new separate band or act will not be taken to be a breach of condition 14.

The exceedences permitted by this condition must be kept to an absolute minimum."

is replaced by:

"An exceedence of the noise level limit in condition 14(a) by a maximum of 5 dB(A) and/or an exceedence of the noise level limit in condition 14(b) by 5 dB(C) during a single five (5) minute period during the first ten (10) minutes of a rehearsal or sound check, or the performance of each new separate band or act during a concert, will not be taken to be a breach of condition 14.

The exceedences permitted by this condition must be kept to an absolute minimum."

(e) Condition 14 is amended by adding new condition (14)(c) as follows:

"(c) Noise levels measured when wind speed exceeds 5m/s

Noise levels measured when wind speed exceeds 5m/s (at microphone height) should not be used to measure compliance with noise limits in the prevention notice, as wind generated noise may limit measurement accuracy. During periods of wind greater than 5 m/s the Trust must continue to take all reasonable and feasible actions to minimise noise."

.....

Mike Sharpin
Unit Head
Metropolitan Infrastructure
(by Delegation)

INFORMATION ABOUT THIS PREVENTION NOTICE

This notice is issued under section 110 of the Protection of the Environment Operations Act 1997.

Variation of Prevention Notice



It is an offence against the Act not to comply with this notice.

Details provided in this notice will be available on the Public Register in accordance with section 308 of the Protection of the Environment Operations Act 1997.

Penalty for not complying with this notice

- The maximum penalty for a corporation is \$1,000,000 and a further \$120,000 for each day the offence continues. The maximum penalty for an individual is \$250,000 and a further \$60,000 for each day the offence continues.

Appeals against this notice

- You can appeal to the Land and Environment Court against this notice. The deadline for lodging your appeal is 21 days after you were served with the notice.

When this notice begins to operate

- This notice operates from the day the notice is given, unless a later date is specified in the notice.
- If an appeal is made against the notice, and the Land and Environment Court directs that the notice is stayed, the notice does not operate until the stay ceases to have effect, or the Land and Environment confirms the notice, or the appeal is withdrawn (whichever occurs first).

Other costs

The Protection of the Environment Operations Act allows the EPA to recover from you reasonable costs and expenses it incurs in monitoring action taken under this notice, ensuring the notice is complied with and associated matters. (If you are going to be required to pay these costs and expenses you will be sent a separate notice called a “Notice Requiring Payment of Reasonable Costs and Expenses”.)

Continuing obligation

Under section 319A of the Act, your obligations to comply with the requirements of this notice continues until the notice is complied with, even if the due date for compliance is passed.

Variation of this notice

This notice may only be varied by subsequent written notices issued by the EPA.

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CENTENNIAL PARK & MOORE PARK TRUST,
LOCKED BAG 15,
PADDINGTON NSW 2021
STANDARD POST

Attention: Ms Annie Heath

Notice number: 1002139

File number: SR125

Date: 26-Feb-2001

NOTICE OF PREVENTIVE ACTION

Section 96 Protection of the Environment Operations Act 1997

BACKGROUND

(A) In this Notice:

- (a) **“Accredited Acoustical Consultant”** means an acoustical consultant who is a member of one or more of the following organisations: The Association of Australian Acoustical Consultants; The Australian Acoustical Society; or the Institution of Engineers Australia;
- (b) **“Category 1 Event”** means any event using sound amplification equipment with a crowd capacity less than 1,500 people other than cinematic screenings and theatrical performances using sound amplification equipment held at the Belvedere Amphitheatre;
- (c) **“Category 2 Event”** means any event using sound amplification equipment with a crowd capacity greater than 1,500 people other than:
 - (i) musical concert events using sound amplification equipment with a crowd capacity greater than 5,000 people; and
 - (ii) cinematic screenings and theatrical performances using sound amplification equipment held at the Belvedere Amphitheatre;

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- (d) “**Category 3 Event**” means any musical concert events using sound amplification equipment with a crowd capacity greater than 5,000 people;
 - (e) “**Category 4 Event**” means any cinematic screenings and theatrical performances using sound amplification equipment held at the Belvedere Amphitheatre;
 - (f) “**Centennial Parklands**” means Moore Park, Centennial Park and Queens Park;
 - (g) “**Console Operator**” means the person at the sound mixing console (or sound desk), who is in control of the volume of noise emanating from the speakers installed at an event;
 - (h) “**EPA**” means New South Wales Environment Protection Authority;
 - (i) “**Sensitive Receiver**” means places such as nursing homes, hospitals and schools;
 - (j) “**Trust**” means the Centennial Park and Moore Park Trust;
- (B) The Environment Protection Authority (EPA) has received complaints in the past from local residents regarding open air concert and cinema events previously held by the Trust within the Centennial Parklands.
- (C) The Trust has agreed with the EPA that the conditions on this Notice afford both the Trust and local residents a degree of certainty regarding the acceptable level of impact of these events on local residents.
- (D) Noise from events held within the Centennial Parklands may still be audible beyond the boundary of the Centennial Parklands when the ambient background level is not being exceeded.
- (E) The following conditions on this Notice may be varied by the EPA upon written request from the Trust providing such requests are received by the EPA at least twenty eight (28) days prior to the relevant event.
- (F) The following conditions on this Notice may be permanently varied by subsequent Notice based on experience with noise from the events subject to this Notice.

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DIRECTION TO TAKE PREVENTIVE ACTION

The Environment Protection Authority (“EPA”) directs CENTENNIAL PARK & MOORE PARK TRUST to take the following action(s):

GENERAL CONDITIONS – CONDITIONS 1 TO 5 APPLY TO ALL EVENTS AT WHICH SOUND AMPLIFICATION EQUIPMENT IS USED

(1) Minimising Noise Impacts

Any sound amplification equipment used at any time at Centennial Parklands must be installed, maintained and operated in such a way as to minimise the noise impact on residential premises or sensitive receivers.

(2) Notification of Residents

The Trust must make all reasonable efforts to ensure that residents likely to be significantly impacted upon by noise from any events held within the Centennial Parklands are given prior notification. This notification must include the telephone number of a person(s) authorised by the Trust to discuss any noise issues associated with the event and this person(s) must be available on this number during the entire event, including any associated sound tests and rehearsals.

(3) Complaints

The Trust must have a mechanism in place to deal with any complaints and must consider any past complaints when developing future plans to manage sound and planning and managing future events. As much as is practicable, the Trust must arrange for the noise levels emanating from events held within the Centennial Parklands to be monitored at the location of any complaints as soon as possible after the Trust has received the complaint.

(4) Trust Retain Ultimate Control

The Trust must retain ultimate control of the level of sound caused by any amplification equipment during any events, including the test(s), rehearsal(s) and performances comprising concerts and cinematic screenings and theatrical productions.

(5) Monitoring Method

The monitoring point for measuring noise levels as required in this notice, must be within one (1) metre of the boundary of any residential premises or sensitive receivers. Measurements must be taken using “fast” time response and over 15 minute intervals (T).

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CATEGORY 1 EVENTS (CONDITIONS 1 TO 7 APPLY TO CATEGORY 1 EVENTS)

(6) Noise Level Limit

The A-weighted sound pressure level (LA10.T) of noise from any amplification equipment used at Centennial Parklands must not exceed the ambient background Level (LA90.T).

(7) Monitoring

The Trust must conduct sufficient monitoring to ensure that:

- (a) the noise levels from these events comply with condition 6 above;
- (b) the Trust has an understanding of the ambient background noise levels at external locations most affected by noise emanating from the Centennial Parklands on different days and at different times of the day; and
- (c) the Trust has a working knowledge of what the noise levels are likely to be at the external locations most affected by noise emanating from the Centennial Parklands due to different types of events, and the use of different types of sound amplification equipment in different areas of the Centennial Parklands.

CATEGORY 2 EVENTS – (CONDITIONS 1 TO 5 AND 8 TO 9 APPLY TO CATEGORY 2 EVENTS)

Note: As much as is practicable, events must finish before 2000 hours if held on any day preceding a working day.

(8) Time and Noise Level Limits

The A-weighted sound pressure levels (LA10.T) of noise emanating from sound amplification equipment must not exceed:

- (a) 5dB(A) above ambient background levels (LA90.T) between 1000 hours and 2300 ;
and
- (b) the ambient background levels (LA90.T) at other times.

(9) Monitoring

The Trust must conduct sufficient monitoring to ensure that:

- (a) the noise levels from these events comply with condition 8 above;
- (b) the Trust has an understanding of the ambient background noise levels at external locations most affected by noise emanating from the Centennial Parklands on different days and at different times of the day; and

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- (c) the Trust has a working knowledge of what the noise levels are likely to be at the external locations most affected by noise emanating from the Centennial Parklands due to different types of events, and the use of different types of sound amplification equipment in different areas of the Centennial Parklands.

CATEGORY 3 EVENTS – (CONDITIONS 1 TO 5 AND 10 TO 17 APPLY TO CATEGORY 3 EVENTS)

(10) Number of Events

Musical concerts may be held within the Centennial Parklands on a maximum total of eight (8) days in any calendar year. A series of musical concerts may be held over a maximum period of four (4) consecutive days.

Note: A music festival held over a series of consecutive days will be considered to be a series of one day musical concerts.

Note: This condition does not apply to events of national significance organised by the Federal or State Government. The decision as to whether an event is of national significance lies with the EPA.

(11) Notification of the EPA

At least twenty eight (28) days prior to the commencement date of the concert(s), the Trust must inform the EPA's Manager, Sydney Local Government of:

- (a) the times and dates of any proposed concert(s); and
- (b) the name and contact details of a general liaison person for the purposes of communication with the EPA in connection with any concert(s).
- (c) the name and contact details of a person appointed as the Trust's representative specifically for the duration of any sound test(s), rehearsal(s) and concert(s).

The EPA should be notified of any changes to these details at least seven (7) days prior to the commencement date(s) of the concerts.

At least seven (7) days prior to the commencement date of the concert(s), the Trust must inform the EPA's Manager, Sydney Local Government of:

- (a) the times and dates of any proposed sound test(s) and rehearsal(s).

(12) Access Passes

At least seven (7) days prior to a concert or festival the Trust must provide the EPA with two (2) access passes to the concert or festival area. These passes must provide unrestricted access to all areas, including the sound and mixing booth, of the grounds where the concert(s) is to be staged.

(13) Hours for Concerts, Rehearsals and Sound Tests

(a) Concerts

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A concert must not commence prior to 1000 hours or finish after 2230 hours on any day. If the completion of a concert event is delayed by an occurrence which is beyond the control of the Trust, then the concert may continue until 2300 hours.

(b) Rehearsals with Sound

The total duration of concert rehearsals that are audible beyond Centennial Parklands must be kept to an absolute minimum, and must not exceed four (4) hours for each concert. Rehearsals must not commence before 1000 hours or finish after 2200 hours.

(c) Sound Tests

The maximum total duration of the sound test(s) audible beyond the boundary of the Centennial Parklands must not exceed one (1) hour for each concert. Sound test(s) associated with a concert must take place on one day only and be conducted between 1000 hours and 2000 hours.

Note: As far as is practicable, concerts and rehearsals should finish before 2000 hours if held on a day preceding a working day.

(14) Noise Level Limits

(a) A-weighted

During the test(s), rehearsal(s) and concert(s), the A-weighted maximum sound pressure level (LA,Max) measured in accordance with condition 5, must not exceed 65 dB(A).

(b) Low Frequency

During the test(s), rehearsal(s) and concert(s), the C-weighted maximum sound pressure level (LC,Max) measured in accordance with condition 5, must not exceed 85 dB(C).

Note: The World Health Organisation (WHO) has identified that low frequency (bass) noise can be particularly disturbing.

As far as is practicable, the LA,Max and LC,Max must be measured:

- i) in the absence of any influential sound, that is audibly distinguishable and extraneous to the sound from the amplification equipment; and
- ii) with the sound level meter set to the "fast" time response, and the microphone placed between 1.5 and 1.6 metres above the ground.

Note: The LA,Max and LC,Max are the absolute maximum sound pressure levels that must never be exceeded at any time. They are not the LA,10 or LC,10.

(15) Exemption for Exceedences at the Start of New Performances

An exceedence of the noise level limit in condition 14(a) by a maximum of 5 dB(A) and/or an exceedence of the noise level limit in condition 14(b) by 5 dB(C) during a single five (5) minute period during the first fifteen (15) minutes of the performance of each new separate band or act will not be taken to be a breach of condition 14.

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The exceedences permitted by this condition must be kept to an absolute minimum.

(16) Monitoring Points and Acoustical Consultant

Compliance or non-compliance with condition 14 must be monitored for the entire duration of the sound test(s), rehearsal(s) and concert(s), by an accredited acoustical consultant.

The monitoring points must be at the locations most affected by noise from the sound test(s), rehearsal(s) and concert(s). The locations most likely to be affected must be determined before the sound test(s), rehearsal(s) or concert(s) commence and then verified and adjusted as necessary.

(17) Reports to be provided to the EPA

On the next working day following the completion of the concert the Trust must report to the EPA's Manager, Sydney Local Government by facsimile or phone:

- (c) compliance or non-compliance with condition 13, including the reasons for any breaches of the specified hours;
- (d) times and details of any occasions where exceedences of the noise level limits in condition 14 occurred *which were not exempted* by condition 15 and why the exceedence(s) occurred and what action was taken; and

Within twenty eight (28) days after the completion of a concert or series of concerts, the Trust must submit to the EPA's Manager, Sydney Local Government a written report prepared by an accredited acoustical consultant. The report must contain the following:

- (a) the name address and telephone number of the person who prepared the report;
- (b) the relevant date(s) and the commencement and completion times of the test(s), rehearsal(s) and concert(s) on each day;
- (c) a schedule of the actual start and finishing time of each new separate band or act;
- (d) the times and location(s), including a site plan, at which the noise measurements were taken and justification for selection of these locations;
- (e) details of the equipment and methods used to take measurements;
- (f) a statement of any time(s) at which the noise levels in condition 14 were exceeded and the level(s) and duration of any exceedence(s), *including* those permitted by condition 15;
- (g) if any exceedences of conditions 14 or 15 occurred, a statement as to any measures which could have been undertaken to avoid those exceedences; and
- (h) any other information relevant to the consideration of the noise impact from the event on residents or other sensitive receivers.

The Trust must at the same time submit the following information:

- (i) the estimated total number of people that were anticipated to attend the concert(s) on each day and the number who actually attended;

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- (j) a summary of the number, location and times of any complaints received by the Trust;
- (k) if any exceedences occurred or any complaints were received, details of what the Trust intends to do (or do differently) for any future events; and
- (l) any other information relevant to the consideration of the noise impact from the event on residents or other sensitive receivers.

CATEGORY 4 EVENTS (CONDITIONS 1 TO 5 AND 18 TO 22 APPLY TO CATEGORY 4 EVENTS)

(18) Number of Screenings and Performances

Category 4 events may be held during a maximum combined total of twenty six (26) weeks during any calendar year.

A maximum number of six (6) screening or performance days may be held per week. However, one additional "charity" screening or performance may be held on the seventh day once during any twelve (12) week period.

(19) Hours

Screenings and performances must not commence prior to 1000 hours or finish after 2300 hours on days preceding working days. If the completion of a screening or performance is delayed by an occurrence which is beyond the control of the Trust, then the screening may continue for an extra thirty (30) minutes.

Sound tests audible beyond the boundary of Centennial Parklands may be conducted for a total duration of one (1) hour per day for each screening or performance day and they must be conducted between 1000 and 1800 hours only.

The maximum total duration of rehearsals with the use of sound amplification equipment audible beyond the boundary of Centennial Parklands must not exceed three (3) hours per week.

(20) Noise Level Limits

During any cinematic screenings and the associated sound test(s) and during any theatrical performances and the associated sound test(s) and rehearsal(s), the A-weighted maximum sound pressure level L_{Amax} measured in accordance with condition 5, must not exceed the following levels at the corresponding locations:

55dB(A) at the corner of York Street and York Place;

48dB(A) at the corner of St James Road and York Place;

48dB(A) at the corner of St James Road and Gowrie Street; or

51dB(A) on York Street, at any point between Birrell Street and York Place.

As far as is practicable, the L_{Amax} must be measured:-

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- (a) In the absence of any influential sound, that is audibly distinguishable and extraneous to the sound from the amplification equipment.
- (b) With the sound level meter set to “fast” time response and the microphone placed between 1.5 and 1.6 metres above the ground.

Note: The LA_{max} is the absolute maximum sound pressure level that must never be exceeded at any time. It is not the LA₁₀.

(21) Monitoring

The first sound test and screening of each season of screenings must be monitored by an accredited acoustical consultant to ensure compliance with condition 22.

The Trust must conduct sufficient monitoring of the noise levels from theatrical performances and the associated sound test(s) and rehearsal(s) to ensure compliance with condition 22.

(22) Reporting

On the next working day following the first screening of a season of screenings, the Trust must report to the EPA by facsimile:

- (a) compliance or non compliance with condition 20 during the first sound test and screening including the reasons for any breaches of the specified hours; and
- (b) times and details of any occasions where exceedences of the noise level limits in condition 20 occurred, why the exceedences occurred and what action was taken; and
- (c) what the Trust intends to do to ensure the specified hours and noise level limits are complied with in the future.

Note: Depending upon this report and the number and nature of any complaints received during the season, the EPA may require additional monitoring to be conducted.

This notice is issued under section 96 of the Protection of the Environment Operations Act 1997.

It is an offence against that Act not to comply with this notice.

However this notice does not begin to operate immediately and you can appeal against the notice.

At the end of this notice there is information about when the notice begins to operate, the penalty for not complying with it and about how you can appeal against it.

FEE TO BE PAID

You are required by law to pay a fee of \$320 for the administrative costs of issuing this notice.

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It is an offence not to pay this fee. However you can apply for an extension of time to pay the fee or for the fee to be waived. At the end of this notice there is information about how and when to pay the fee and how to apply for an extension or a waiver of the fee.

.....

Mr David Featherston
Senior Operations Officer
Sydney Local Government
(by Delegation)

INFORMATION ABOUT THIS PREVENTION NOTICE

Penalty for not complying with this notice

- The maximum penalty for a corporation is \$250,000 and a further \$120,000 for each day the offence continues. The maximum penalty for an individual is \$120,000 and a further \$60,000 for each day the offence continues.

Appeals against this notice

- You can appeal to the Land and Environment Court against this notice. The deadline for lodging your appeal is 21 days after you were served with the notice.

When this notice begins to operate

- This notice does not operate:
 - (a) until the 21 day appeal period has expired without you lodging an appeal or
 - (b) if you do lodge an appeal, until the Land and Environment Court confirms the notice or you withdraw the appeal,whichever happens first.

Deadline for paying fee

- The fee must be paid by **no later than 30 days after the date of this notice unless you appeal** to a court against the notice. If you do appeal the fee does not have to be paid unless and until the court confirms the notice.

How to pay fee

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- cheque or cash. Cash to be paid in person at 59-61 Goulburn Street, Sydney NSW.
- Please include the payment slip from the attached invoice/statement with your payment.

How to apply for extension of time to pay/waiver of fee

- Any application should be made in writing to the Environment Protection Authority and sent to PO Box A290 Sydney South NSW 1232. The application should set out clearly why you think the application should be granted.

Other costs

- The Protection of the Environment Operations Act allows the Environment Protection Authority to recover from you reasonable costs and expenses it incurs in monitoring action taken under this notice, ensuring the notice is complied with and associated matters. (If you are going to be required to pay these costs and expenses you will be sent a separate notice called a “Notice Requiring Payment of Reasonable Costs and Expenses”.)