

ENDORSED ACTIVITY PROVIDER BOOKING TERMS & CONDITIONS



Wollongong Botanic Garden (the 'Garden') provides a beautiful natural setting for a variety of approved outdoor commercial activities. These may include passive recreation exercise groups, structured educational programs, and creative workshops.

The following Terms and Conditions are the agreed basis upon which your booking(s) for the quarter to use the Garden will proceed. Upon signing these terms and conditions, you will be deemed to have read, understood and agreed to these Terms and Conditions.

1. Definitions

1.1 The following definitions apply throughout this document:

Booking Office means the Garden's Administration Office. The Booking Office can be contacted via email botanicgarden@wollongong.nsw.gov.au or by phoning 4227 7667 during business hours (9am-4pm, Mon- Fri).
Centre means the Towri Centre building.

Centre Grounds means the public land upon which the Centres are located and include enclosed courtyards and car parks.

Curator means the Curator Botanic Garden.

Garden means the Wollongong Botanic Garden. The Garden is a service of Wollongong City Council. A reference to the 'Garden' or 'Garden staff' are synonymous with 'Wollongong City Council' and 'Council staff' respectively.

Garden staff means Council employees working at the Garden.

Council means Wollongong City Council.

2. Booking Details

- 2.1 Your booking will include the areas and times specified on your confirmation email.
- 2.2 Tentative bookings will be held for a period of two (2) weeks ('Holding Period'). IF not confirmed in this period, your tentative booking will lapse.
- 2.3 All payments must be made using a method acceptable to Council listed on your invoice.
- 2.4 Invoices will be issued quarterly. The amount charged will be calculated as the number of participants multiplied by the commercial activity fee
- 2.5 Verification of participation numbers must be provided via email to the Garden after each activity booking.
- 2.6 Additional fees will be incurred if you continue using your designated area for your endorsed activity longer than your booking period and/or fail to leave the Garden in good condition and free of rubbish.
- 2.7 You must ensure that your customers (if applicable) leave the Garden before the gates are locked.

3. Booking Changes

- 3.1 To request changes to the date and time of your activity booking, you must contact the Booking Office via email.

4. Activity Promotions

- 4.1 Booking confirmation is required prior to any promotions by you of your activity at the Garden.
- 4.2 You may have your activities promoted on Wollongong Botanic Garden's website and, at the discretion of Wollongong Botanic Garden, across its official social media channels. You must supply accurate, complete, and up to date written and visual content within the timeframes agreed with Wollongong Botanic Garden Management. You warrant that all supplied materials are correct, lawful, and suitable for public distribution and child safety.

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5. Decorations and Equipment

- 5.1 Shade structures and marquees require prior consent from Botanic Garden Management. Any approved structure or marquee must be secured by weighting down all poles; the use of ground pegs is not permitted.
- 5.2 If you wish to include plant material in your program you must first consult with the Garden's Education Specialist and obtain approval. This process ensures that the biosecurity of the Garden and its living plant collection is maintained.
- 5.3 The following plant materials are prohibited from the Garden:
 - a. No soil of any kind, including potted plants, root/bulbous material dug from the ground, composted garden matter
 - b. No living plant material
 - c. No dead wood, branches or leavesAlternative onsite materials may be possible following consult with Education Specialist and/or Garden Management.
- 5.4 You may display 1-2 signs promoting your activity on the lawn booked, provided it has been approved by Botanic Garden Management. The sign must be placed on the lawn area allocated for your booking.
- 5.5 The following items/actions are prohibited:
 - a. the attaching of balloons, party streamers, signage or other items to trees, buildings/walls or other fixed structures;
 - b. bat and ball games;
 - c. sparklers, fireworks, fires (including kerosene lamps), and bamboo torches.
- 5.6 Failure to comply with clause 6.2-6.4 will result in Garden staff removing any prohibited equipment and/or requiring you and your customers to leave the Garden's grounds.
- 5.7 Vehicle access is not available in most circumstances. All equipment must be carried or wheeled to the booked lawn space. In select circumstances, vehicles may enter the Garden but require prior consent from Botanic Garden Management and escorted on site by Garden staff.

6. Music and Sound

- 6.1 You may use a low-volume, portable speaker or amplifier on the booked lawn space during your booking time. You must take reasonable steps to minimise the impact of speakers / amplifiers used upon other visitors to the gardens.
- 6.2 All electrical units using Centre power must be tested and tagged.
- 6.3 At least two (2) weeks before the booking date, you must provide the Booking Office with details of music and/ or sound equipment you propose to use during your booking.

7. Alcohol

- 7.1 No alcohol is permitted on Garden grounds or within the Towri Centre.

8. Public liability

- 8.1 All endorsed activity providers must have Public Liability Insurance to the value of \$10 million.
- 8.2 You must provide the Booking Office with a copy of the suppliers' Certificate of Currency at least 14 days before the date of your booking(s).
- 8.3 You are required to complete Wollongong Botanic Garden's Activity Endorsement Process prior to delivering any activities. This process includes submitting a completed application form and providing all necessary supporting documentation, including proposed site plans, activity plans (when applicable); and a child-safe policy (if applicable) and associated documentation. No activities may commence until your application has been reviewed and formally endorsed by the Education Specialist.

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9. Access & Parking

- 9.1 There is no vehicle access inside the Garden grounds, unless consent granted by Botanic Garden Management.
- 9.2 Vehicles are not permitted to obstruct any access gates to the Garden grounds, or the flow of traffic in the Garden's car park.
- 9.3 Endorsed providers will be issued a parking permit to use at the Garden.
- 9.4 You accept that Council provides no guarantee that parking will be available in the Garden's carpark or on the street surrounding the Grounds.

10. Cleaning and Care

- 10.1 You are responsible for leaving the Garden space clean and tidy.
- 10.2 You are responsible for removing all your equipment and signs.
- 10.3 Rubbish can be placed in the bin provided around the Garden.
- 10.4 The following actions are strictly prohibited:
 - a. Entering garden beds or plant collections
 - b. Climbing trees
 - c. Removing or collecting leaves, flowers, or any plant material from living plants
 - d. Anchoring equipment, ropes, or shelters to trees
 - e. Digging into the ground
- 10.5 You agree to indemnify Council and accept liability for any damage to property, garden beds, trees or other structures within the Garden's grounds where such damage is caused by any person associated with your activity booking. The cost of rectification will be a debt due and payable by you to the Garden.

11. Safety and Emergencies

- 11.1 You and any staff you utilise must complete the Garden's annual site safety induction.
- 11.2 You and your staff are responsible for the safety of your customers and supervise all activities during the hire period.
- 11.3 You and your staff must follow the Garden rules listed on the Botanic Garden website and
- 11.4 You and your customers must comply with the *Work Health and Safety Act 2011* and the *Food Act 2003*.
- 11.5 You and any staff working with children must submit their Working with Children check to Council for verification and comply with Council's Child Safe Policy as part of your booking.
- 11.6 Council reserves the right to have you undertake a risk assessment of any activity to be held during the period of hire and for you to identify and implement treatments/safe work methods that ensure the safety of all persons attending the activity and that there is no damage to the Garden.
- 11.7 When emergency sirens are heard, exit the Centre and follow evaluation instructions provided by Garden staff.
- 11.8 If there is a fire in the Garden, contact the Fire Brigade on 000 and contact Garden staff on 0419 273 818.

12. Indemnity

- 12.1 You agree to indemnify the Garden against:
 - a. loss of or damage to the Garden itself; and
 - b. claims by any person against Council in respect of personal injury or death, or loss of or damage to any property arising out of or as a consequence of your use of the Garden's grounds or its facilities.
- 12.2 Your liability to indemnify the Garden under clause 12.1 is reduced proportionately to the extent that any act or omission by the Garden, Garden staff or other Council officers, contributed to the loss, damage, death or injury.

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13. Trading Terms

- 13.1 The Garden reserves the right to decline booking requests at its sole discretion.
- 13.2 Your booking is only confirmed when you have received a confirmation email from the Booking Office.
- 13.3 Any subsequent letter or email notifying you of approved or prohibited items will form part of these Terms and Conditions. You accept that the Garden may make a site available to another party if confirmation of booking is not received within two weeks of receiving booking email issued by Wollongong Botanic Garden.
- 13.4 Fees are GST inclusive unless otherwise specified.
- 13.5 You must follow all reasonable requests or directions by Garden staff regarding the site you occupy and the conduct of attendees during the booking period.
- 13.6 You must report any incidents or accidents immediately to the Booking Office and/or Garden staff on duty via 0419 273 818.

14. Cancellations

- 14.1 Any request for cancellation of your booking must be submitted to the Booking Office via email botanicgarden@wollongong.nsw.gov.au.
- 14.2 If you wish to cancel your booking on the day of your booking, please contact the Booking Office 0419 273 818 or the Education Specialist on 0434 358 033 a minimum of two (2) hours before the start of your booking period).
- 14.3 Invoices charged quality based on participation numbers provided after each activity.

Signed by [individual] Signature of

In the presence of:

Signature of Witness Full name of Witness

SIGNED for and on behalf of [Company Name]

under Section 127 of the Corporations Act by its duly authorised officers:)

Signature of Director/Secretary

Name of Director/Secretary Name of Director/Secretary