



## Conditions of Approval for Private Parties to have Vehicular Access to the Central Picnic Area of Tamworth Mountain Bike Park for Private Functions

Tamworth Regional Council (Council) is the Trust Manager for Tamworth Mountain Bike Park (TMBP) on behalf of Crown Lands. Council has overriding responsibility in regard to the site, its users and its usage. Tamworth Mountain Bikers Inc. (TAMMTB) has a non-exclusive user's license with the Council, providing the club with rights and responsibilities to maintain develop and use the mountain bike trails and associated infrastructure within TMBP.

Any private party wishing to have vehicular access to the central picnic area in TMBP for a private function must make application through TAMMTB and seek TRC's permission. Should TAMMTB as Non-Exclusive Licensees of TMBP "not object" to the proposed private function, **EITHER** TAMMTB will arrange to have the gate unlocked and an area set aside for the function **OR** a key may be given to the applicant for one day to enable access for their vehicles to the car park zoned area of the central picnic area (Please see appendix 1 – map of zoned vehicle parking area).

The following **Terms and Conditions** have been set down by TAMMTB and Council for **Private Parties** applying to have vehicular access to the Central Picnic area in TMBP for private functions. Council reserves the right to cancel the permission and any future applications should there be any breach of terms and conditions noted below.

### Terms and Conditions for TAMMTB to support Private Promoter's use of Tamworth Mountain Bike Park

1. TAMMTB as the bearer of non-exclusive user's license will provide and approve the proposed function with specific date and time to ensure no clashes with other planned TMBP events.
2. A donation of \$50 is to be paid to TAMMTB in return for their time opening the gate, checking the toilets and bunting off a party area. In addition to this, a \$200 usage security bond will be paid to TAMMTB if a key is issued, which is refundable upon return of the key.
3. The Private Party Organiser/Applicant must agree that
  1. A risk assessment for the proposed event is undertaken and all identified hazards have been addressed.
  2. Only party vehicles are allowed into Tamworth Mountain Bike Park during their function.
  3. The front gate is kept shut and/or locked during the function.
  4. Vehicles stay on the access road to the picnic area and/or the Picnic Area Zoned Car Park – they are not allowed to venture anywhere else in the park.
  5. As Tamworth Mountain Bike Park is a public recreation reserve with cyclists and pedestrians having 24/7 access, the private party/organiser/applicant is responsible for the safe movement of their vehicles and pedestrians while in the park.
  6. Any breach of these conditions may mean forfeit of usage security bond and denial of permission for any future private event.
  7. Private party organisers/applicants are liable for any damage to property or injuries to people arising out of activities undertaken while in the park.
  8. Used area is cleaned and returned to prior condition ensuring no hazards to other park users.



**Application for Private Parties to be given Vehicular Access to the Central Picnic Area of Tamworth Mountain Bike Park for Private Functions**

**Private Party Details**

Name : \_\_\_\_\_ Email: \_\_\_\_\_  
Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

**EVENT DETAILS**

Proposed Event Description: \_\_\_\_\_  
Proposed Event Date: \_\_\_\_\_ Time: \_\_\_\_\_

I \_\_\_\_\_ (Private Party),

- Agree to the TRC Warnings and Conditions of Entry to Tamworth Mountain Bike Park and agree that my function will comply with them. (See attached Warnings and Conditions of Entry).
- Take full responsibility and agree to set up, run and clean up after my function so as to have minimum impact on the environment in the park.
- Take full responsibility for the safe movement of my parties vehicles while in the park.
- Take full responsibility and agree that vehicles will stay on the access road to the picnic area and/or the Picnic Area Zoned Car Park – they are not allowed to venture anywhere else in the park.
- Take full responsibility and agree to keep the front gate shut and/or locked during my function thus prohibiting any non-booked party vehicles from having access.
- Agree to pay the \$50 donation to TAMMTB.
- Agree to pay the \$200 security bond if required, and understand that lost key, damage to the park, rubbish removal expenses or outstanding costs caused by my function will be taken from this bond.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_