

CITY PARKLANDS SERVICES



CULTURAL CENTRE PONTOON, SOUTH BANK

CONDITIONS OF HIRE

City Parklands Services Pty Ltd (City Parklands) manages the booking of the Cultural Centre Pontoon on behalf of the Department of State Development, Tourism and Innovation (DSTI).

The Pontoon consists of two berthing areas (Pontoon 1 and Pontoon 2) which can also be combined for a booking. Each pontoon (including combined 1 and 2) has its own capacity limits which must be adhered to by the vessel operator.

The Cultural Centre Pontoon precinct is made available to operators between the hours of 5am and midnight. Bookings can be made in 30-minute increments. The total booking time will be dependent on the size and capacity of the vessel. Only one vessel can utilise a booking period on each pontoon.

In general, larger vessels and those with a large passenger capacity may be required to book multiple 30-minute bookings for boarding/ disembarkation. This will be determined by City Parklands in consultation with the operator.

At least three vessels regularly use the Cultural Centre Pontoon at pre-determined times. Casual bookings will be available outside of these times.

Booking Conditions

Booking requests will be considered individually.

All booking requests must be made at least three (3) business days prior to the requested time, and through the online booking form - https://www.visitbrisbane.com.au/south-bank/visitor-information/pontoon-bookings-at-south-bank?sc_lang=en-au.

First time users of the Cultural Centre Pontoon/s must meet specific requirements prior to use and at least five (5) business days before the first booking.

Telephone bookings will not be permitted. Telephone enquiries regarding availability will be permitted, however no tentative bookings can be made over the telephone.

Cancellations must be made in writing at least 48 hours in advance of the booking time. Failure to cancel a booking will result in the booking be charged at the full rate.



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Fair and equitable – The Hirer should not make a number of erroneous bookings, for them to be cancelled. Should cancellations of bookings become a regular occurrence, future bookings may not be accepted.

By making a booking for the Cultural Centre Pontoon, hirers acknowledge that they understand the limitations of the Pontoon and have read the document: **'Berthing Parameters of upgraded Cultural Centre Pontoon'** (30 May 2020) and Cultural Centre Pontoon Berthing Analysis – Site layout – Berthing and Mooring Limits (QDOI-2001 – SK-01/01).

Conditions of Hire

1. The Hirer shall not:
 - Use or permit the pontoon to be used other than for the purpose of berthing and mooring an approved vessel;
 - Carry on, or permit to be carried on upon the pontoon, any illegal, dangerous or offensive activities.
2. The Hirer must comply with and observe all statutes, regulations and obligations relating to the Pontoon, including the operational requirements detailed in ***Cultural Centre Pontoon – Standard Operating Procedure for vessels.***
3. The Hirer agrees to pay City Parklands on demand the cost of:
 - (a) Cleaning and tidying the Pontoon if not left in a condition satisfactory to City Parklands; and
 - (b) Repairing or making good any damage other than damage caused by events outside the control of the Hirer.
4. **No alcohol** is to be consumed by patrons on the Pontoon, the adjacent walkway or within the Cultural Precinct.

The Hirer;

- Is to ensure patrons do not carry open bottles of alcohol when they disembark the vessel;
- Is to brief patrons to ensure they are fully aware they are not to drink alcohol in the Parklands or Cultural Precinct after departing the vessel.
- Must make arrangements for patrons who are clearly intoxicated to transfer to other transport immediately on arrival at the pontoon.
- Must ensure that passengers do not disembark from the vessel into the Cultural Precinct carrying unopened bottles of alcohol. The Hirer is required to make arrangements for the client to collect unconsumed alcohol separately (i.e. the next day)

In addition, if the event is a BYO alcohol event, the following additional measures are to be abided by:

- Register the cruise with the Queensland Police and provide a copy of the approved registration form to City Parklands three (3) business days prior to the booking. Registration can be completed online via <https://www.police.qld.gov.au/apps/reports/partySafe>



City Parklands may also require:

- A professional, registered security guard to be hired by the operator at their own expense, for the duration of the cruise who must ensure the safe disembarkation of all patrons.
 - A mini-bus or maxi taxi to be organised to transport intoxicated patrons from the parklands immediately upon disembarkation.
5. Should the vessel continue to be berthed at the Pontoon after the time reserved, additional fees equal to the applicable rate will be charged for each half-hour that the vessel remains berthed at the Cultural Centre Pontoon. City Parklands shall also be entitled to remove and relocate the vessel at the cost of the User.
 6. The Hirer releases City Parklands and the Department of State Development, Tourism and Innovation (DSDTI) from all liability, loss and costs (including direct, special or consequential loss or damage and whether in negligence or otherwise) incurred in connection with injury, death or damage to the person or property of the Hirer, or any user of the Pontoon, which arises from use of the Pontoon or associated equipment and indemnifies City Parklands against any third party claims arising from same.
 7. When booking the Cultural Centre Pontoon, the Hirer acknowledges that the pontoon/s is designed to withstand the limitations as determined in the report **'Berthing Parameters at upgraded Cultural Centre Pontoon' (May 2020, Cullen Grummitt and Roe Pty Ltd.** A copy will be provided to each operator.
 8. The Hirer must efficiently and safely manage boarding and disembarkation procedures for its passengers, including waiting and queuing procedures on the Pontoon and passage onto the Pontoon and gangway. Pedestrians on the sloping walkway must be limited to single file to maintain loading limitations on the walkway.

The operator must ensure that the access gate is locked while the vessel is away from the pontoon. Details are included in **Cultural Centre Pontoon – Standard Operating Procedure for vessels.**

Cancellations

9. Pontoon booking cancellations must be submitted and received by the SBVIC in writing (email), at least 48 hours prior to the confirmed booking time. The Hirer must also receive confirmation of receipt from SBVIC acknowledging any cancellations to avoid being charged for the docking.
10. City Parklands reserves the right to cancel a booking should the appropriate paperwork not be received

Insurance

11. All operators must hold Public Liability Insurance for A\$20million and name the Department of State Development, Tourism and Innovation (DSDTI) on the Insurance Certificate of Currency. All operators are responsible for ensuring that their current Certificate of Currency is made available to City Parklands Services for a booking to be confirmed.



Payment of booking hire fees

12. Invoices will be raised by City Parklands Services Pty Ltd at the end of each calendar month. Payment to be made within 14 days.

Should payment not be made within the agreed terms and conditions, City Parklands reserves the right to cancel existing bookings or not accept new bookings until payment is made.

Refusal of bookings

13. City Parklands reserves the right to refuse a booking should there be any concerns for safety or security, or on the advice of other government agencies, including but not limited to Queensland Police Service (QPS) or Australian Maritime Safety Authority (AMSA).

New Operators

New operators must provide the following on an annual basis, when documents expire or when details change;

14. Documents advising of the following;
- Berthing captain/s credentials
 - Security Management Plan (if required)
 - Crowd Management Plan (if required)
 - Plan of management
 - Liquor License (if applicable)
 - Sea Survey – including Stability subdivision report and approval letter and Class Survey Endorsement sheet
 - Insurance – Commercial Hull and Machinery
 - A certificate of currency of public liability insurance, with coverage of each incident of not less than twenty million dollars (A\$20million) for the vessel. Insurance should name Department of State Development, Tourism and Innovation (DSDTI).
 - Protection and Indemnity
 - Certificate of Operation issued by Australian Maritime Safety Authority (AMSA)

Alternative locations

15. City Parklands, at its own discretion, may offer the use of an alternative pontoon within its own management should the Cultural Centre Pontoon not be available.

The use of the alternative Pontoon will be subject to availability, vessel suitability and other events taking place at South Bank Parklands or the Cultural Precinct.

Contacts:

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