

## Booking Conditions for Hornsby Mall Busking

1. You may book up to 5 busking timeslots (fee of \$10 per timeslot) within a month period. Only 1 busking timeslot will be permitted per day. Failure to adhere to these restrictions when making bookings through the online reservation system will result in your booking being cancelled and permit revoked. This may also result in future bookings with Council being declined.
2. Bookings must be made at least 5 working days prior to the proposed busking date.
3. Future bookings will only be accepted up to 100 days from booking date.
4. Only 1 busking permit at a time is permitted in Hornsby Mall. The busking permit holder may select between busking location 1 or 2 on the Hornsby Mall map on the day of the performance. A Permit Holder shall remain in the approved busking areas throughout the approved performance time.
5. Proof of a Permit must be retained by the Permit Holder when using the designated site and produced, if demanded, by an authorised officer of Hornsby Shire Council or nominee, or a member of the NSW Police Force. A Permit Holder shall comply with any lawful direction given by an authorised representative of Hornsby Shire Council or law enforcement officer.
6. Where a Permit is not produced the person will be required to immediately cease the conduct of an activity and vacate the Hornsby Mall.
7. A Permit Holder will be responsible for the behaviour of all members involved with the approved performance.
8. The Permit Holder shall ensure that any performer under the age of 13 years is supervised by an adult or authorised guardian throughout the performance.
9. It is a requirement of Hornsby Shire Council that prior to booking a Busking Permit all applicants under the age of 18 years must have the permission of a Parent/Guardian.
10. The direct soliciting or collection of donations by a Permit Holder is prohibited. Collection containers must remain stationary on the ground within the approved busking area.
11. The Permit Holder may not offer goods or services for sale, display, demonstrate or advertise goods for sale or associate themselves with such advertising in conjunction with their performance (e.g. CD's DVD's etc) unless a separate commercial/community activity permit has also been obtained.
12. A Permit Holder shall refrain from performing during times when special events are conducted in the Hornsby Mall. Council reserves the right to allocate/amend performance areas/times to ensure performances do not conflict with special events.
13. All busking fees are non-refundable and non-transferable once a busking permit has been issued. All Costs associated with the issuing of Permits are non-refundable. Payment must be made prior to the issue of a Permit.
14. Failure to undertake the approved performance may result in the rejection of future busking applications by Council.
15. A Permit Holder shall not:
  - (i) Obstruct or hinder pedestrian traffic in the Hornsby Mall;
  - (ii) Create undue noise or other nuisance;
  - (iii) Obstruct the entrance ways to shops and pedestrian walkways;
  - (iv) Create a threat to public safety;
  - (v) Affix any matter, item or mark/draw on any area of the Hornsby Mall;
  - (vi) Wear or display any advertising material;
  - (vii) Unduly disrupt normal business activity in the Hornsby Mall and
  - (viii) Deliberately upset any member of the public by their performance and/or behaviour.

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16. The use of mains power amplification equipment in the Hornsby Mall as part of a busking performance is prohibited. The use of portable generator amplification equipment is permitted subject to low sound/noise levels. A Permit Holder shall ensure that any approved amplification of sound/noise generated from the activity is in accordance with the requirements of the Protection of the Environment Operations (Noise Control) Regulation 2017 and any relevant legislation.
17. A Permit Holder must comply with all Hornsby Shire Council requirements which may be displayed on notice boards erected at the Hornsby Mall and should note that penalties apply for breaches of such notices. Any variations from the requirements of such notices must be approved by Council prior to a Permit being issued.
18. A Permit Holder shall indemnify Hornsby Shire Council against loss of or damage to property of Hornsby Shire Council and claims by any person against Hornsby Shire Council in respect of personal injury or death or loss of or damage to any property arising out of or as a consequence of the holding of the activity, but the Permit Holders liability to indemnify HSC shall be reduced proportionally to the extent that Hornsby Shire Council was in breach of its statutory duties and such breach contributed to the loss.
19. A Permit Holder will ensure that at all times their activity does not interfere with the emergency vehicles access routes located within the Hornsby Mall.
20. A Permit Holder acknowledges that entering the water features and/or water sculpture is strictly prohibited.
21. A Permit Holder shall under no circumstances use any built structures and/or street furniture forming part of the Hornsby Mall in connection with their activity.
22. A Permit Holder shall ensure that following the conclusion of their activity all areas of the Hornsby Mall used in conjunction with the activity are left in a clean and tidy condition including but not limited to the removal of any oil/grease stains, litter/rubbish, rubber type marks, food stains etc to the satisfaction of Council. Failure to comply will result in a cleaning fee being imposed on a Permit Holder.
23. A Permit Holder shall immediately inform the Customer Service Officer of any damage caused to the designated site or any part of the Hornsby Mall. A Permit Holder will be responsible for the costs associated in rectifying any damage caused within the Hornsby Mall by their activity. HSC reserves the right to determine the cost of any damage and to invoice the Permit Holder for the amount.
24. Permit Holder activities which adversely impact or disrupt the normal trading of businesses in Hornsby Mall will not be permitted. Permits will be reviewed should there be any complaints from the public or local businesses.
25. Hornsby Shire Council will not permit any activities to be carried out in the Hornsby Mall which in the opinion of authorised Hornsby Shire Council officers or NSW Police are disorderly, offensive or objectionable in nature.
26. Hornsby Shire Council reserves the right to amend the terms and conditions set out in a Permit and/or revoke a Permit at any time for any reason considered proper or appropriate.
27. Hornsby Shire Council shall not be liable for the loss of any property or merchandise belonging to the Permit Holder whilst conducting their activity in the Hornsby Mall.
28. The Permit Holder is responsible for all claims for personal injury or property of third parties caused by negligent acts or omissions of the Permit Holder. Council does not extend any public liability insurance cover to the Permit Holder.
29. The issue of a Permit should not be construed as Council's support or otherwise to a Permit Holders activity and/or the content contained within display posters or handbills associated with the activity.
30. Applicant(s) agree to comply with the General Conditions of Permit for Hornsby Mall; and any special conditions specified in the permit.