



Local Planning Policy 8 – Surfing Events

AMRSC Planning Policy

November 2014

This policy was adopted by Council to set governing principles in place that align the strategic direction of the organisation with community values and aspirations.

Application

The purpose of this policy is to provide guidance on the appropriate location, size and number of surfing events that are permitted within Shire vested foreshore reserves within any calendar year.

Application of this Policy applies to organisations wishing to conduct a surfing event at local club level through to international events, on Shire managed foreshore reserves. A separate application process is required for surfing events utilising Department of Parks and Wildlife managed land and waters.

The policy also provides guidance for assessing permit applications to use a Shire reserve for situations where planning approval is not required.

Interpretations

“Surfing” for the purpose of this policy, applies to all forms of surf-riding including but not limited to surfboarding, body boarding, wind surfing, body surfing and wave skiing.

“Non-exclusive” means that a surfing event does not have exclusive rights of foreshore reserve infrastructure such as car parks and pathway access, including set up and dismantling stages.

“DPaW” means the WA Department of Parks and Wildlife.

Objectives

1. Provide opportunities for organisers to host surfing events in the Shire each year, providing local surfing breaks are retained for general use by recreational surfers, particularly popular surfing breaks such as Surfers Point.
2. Ensure the predominant use of foreshore reserves are retained for public recreation whilst providing limited opportunities for the exclusive use of reserves.
3. Ensure that surfing events of appropriate sizes are only supported in locations that do not result in access issues, avoid damage to, and promote the recovery of coastal dune systems.
4. Establish a Surfing Calendar of Events which will allow for local residents and recreational surfers to plan their leisure time beach activities around competition dates and also allow for organisations conducting events to coordinate their time schedules around other events.
5. Liaise with and work with State Government toward the suitable use and development of reserved land outside of the Shire’s vesting authority.

Margaret River

Monday to Friday: 9am – 4pm
Phone inquiries: 8am – 4:30pm
Ph: +61 8 9780 5265 or 9780 5270

Augusta

Monday to Friday: 9am – Noon, 1pm – 4pm
Ph: +61 9780 5265 or 9780 5270

PO Box 61, Margaret River WA 6285
www.amrshire.wa.gov.au

Policy

EVENT CLASSIFICATIONS

Drug Aware Maragret River Pro

6. One event (known as the Drug Aware Margaret River Pro) will be permitted in any calendar year, where it is organised in conjunction with Surfing WA.
7. Up to 100 or more competitors and large spectator crowds will be permitted in this category as per planning approval and licensing agreements.
8. Confirmation shall be provided at least 6 months prior to the event date, in order to assess the proposal and exclude other potential events.
9. Exclusive use of the foreshore reserve is permitted during the Drug Aware Margaret River Pro held at Surfers Point, providing suitable arrangements are made for an adequate portion of the foreshore reserve to be retained for public access during the set up and dismantling of event infrastructure.

Australian Surfing Titles

10. **One** Australian Surfing Titles surfing event will be permitted to be held in the Shire every seven years, providing it is organised in conjunction with Surfing WA.
11. Confirmation shall be provided at least 6 months prior to the event date, in order to assess the proposal and exclude other potential events.
12. Exclusive use of the foreshore reserve is permitted during running of this event providing suitable arrangements are made for an adequate portion of the foreshore reserve to be retained for public enjoyment during the set up and dismantling of event infrastructure.

Major Event Category

13. **One** major event consisting of no more than 120 competitors, organised in conjunction with Surfing WA will be permitted in any calendar year. Approval will be for a period of up to four continuous days in duration.
14. Approval will be for a period of up to four continuous days in duration on a non-exclusive use basis.

Large Event Category

15. Up to **two** large events consisting of no more than 90 competitors, and organised in conjunction with Surfing WA will be permitted in any calendar year.
16. Approval will be for a period of up to four continuous days in duration on a non-exclusive use basis.

Minor Event Category

17. Only **two** minor events consisting of no more than 70 competitors will be approved in any calendar year.
18. Approval will be for a period of up to four continuous days in duration on a non-exclusive use basis.
19. A 'Surfing Competition Ballot Application Form' must be submitted to the Shire by December 1st for the following calendar year. See 'Surfing Competition Ballot Application Form'. Applications will be assessed and successful applicants will be notified and requested to submit an event application or permit for the event.

Windsurfing Event Category

20. Only **one** windsurfing event consisting of no more than 50 competitors will be approved in any calendar year.
21. Approval will be for a period of up to two continuous days in duration on a non-exclusive use basis.

Club Event Category

22. If Council is of the opinion that a proposed club event exceeds the scale of a normal 'low key' club contest (maximum 32 surfers), it reserves the right to assess the proposal as a Minor or Large contest under this policy.

23. Club events refer to surfing events operated by the Margaret River Boardriders Club (MRBRC), Cowaramup Boardriders Club (CBRC) or primary and high schools within the Shire of Augusta-Margaret River.
24. The Shire shall be notified of all club events inclusive of dates, location and number of competitors. Organisers of club events are required to complete annually, a 'Surfing Club Beach Application Form' for land managed and controlled by the Shire, outlining their seasonal calendar of events. Please see 'Surfing Club Beach Application Form'.

Table 1 – Club event requirements

TYPE OF EVENT	MAXIMUM DURATION	MAXIMUM NO. OF EVENTS PER YEAR
Margaret River Boardriders Club	1 day per event	<ul style="list-style-type: none"> • Open division (6 events) • Junior division (6 events)
Cowaramup Boardriders Club	1 day per event	<ul style="list-style-type: none"> • Open division (4 events) • Junior division (4 events)
School events	1 day per event	<ul style="list-style-type: none"> • 4 events

Long-Established Community Event Category

25. These events will be assessed independent of the provisions set out in the above 'Event Classifications' on the basis that they are carried out in accordance with the following requirements.

Table 2 – Traditional surfing event requirements

NAME OF SURFING EVENT	MAXIMUM DURATION	MAXIMUM NO. OF COMPETITORS
Margaret River Single Fin Contest	1 day	40
Gracetown Grommets	1 day	80
Margaret River Surf Classic	3 days	120

26. Long-Established Community Events are the "Margaret River Classic", the "Gracetown Grommets" and the "Margaret River Single Fin" surfing events.
27. Organisers of these events are required to complete, a 'Surfing Club Beach Application Form' annually for land managed and controlled by the Shire, outlining their seasonal calendar of events. Organisers are required to complete and lodge an application form with the Shire a minimum of six weeks prior to the event.

STANDARD PROVISIONS

28. Surfing events (other than the Drug Aware Margaret River Pro) will only be supported where it is demonstrated that foreshore access to the coast, including car parking and walkways, are available for public enjoyment for the duration of the surfing event.
29. Applications for surfing events must clearly demonstrate that the event will not result in:
- a) adverse impacts to native vegetation and coastal dune formations;
 - b) traffic management issues; and
 - c) any additional rubbish in foreshore reserves.

As part of any proposal for a surfing event, event organisers are required to demonstrate how the surfing event will avoid environmental impacts, including minimizing impacts on dunes, vegetation, rubbish disposal and waste.

30. Planning approvals received for surfing events on State vested land will be assessed in accordance with the provisions of this Policy. The Shire will not support surfing events in the Shire where the total number of events held on both State reserve land and Shire reserve land exceed the total number of events permitted through this policy in any calendar year.
31. No more than one surfing event including Minor, Large, Major, Australian Surfing Titles or Drug Aware Margaret River Pro shall take place in any month at any location.

32. Event organisers of the Drug Aware Margaret River Pro and the Australian Surfing Titles must address the five key themes set out in the Sustainable Surf foundation where surfing events are proposed, including Waste, Energy, Transportation, Community Support and Climate Change.

LOCATIONS

33. Whilst there are many surf locations throughout the Shire, many of these foreshore reserves are either not managed by the Shire or have inadequate facilities to successfully conduct a surfing event. The table below (Table 3) identifies nominated sites and the event types that can be accommodated at each location in one calendar year:

Table 3 - Nominated surfing event sites at Shire of Augusta-Margaret River managed foreshore reserves

LOCATION	TYPE OF EVENT								REQUIRED ACTIONS
	Long- Established Community Event	CLUB	WIND SURFING	MINOR	LARGE	MAJOR	AUSTRALIAN SURFING TITLES	DRUG AWARE MARGARET RIVER PRO	
Surfers Point	✓ (2 events) - Margaret River Classic - Single Fin contest	✓ (2 events) organised by MRBRC	✓			✓	✓	✓	Additional infrastructure to be provided as directed by the Shire.
The Box (<i>subject to DPAW support</i>)				✓	✓	✓		✓	Additional infrastructure to be provided as directed by the Shire.
North Point (<i>subject to DPAW support</i>)		✓		✓					Taping off dunes/sensitive areas, rubbish/environmental control, toilets providing (depending upon event size)
South Point (<i>subject to DPAW support</i>)		✓		✓	✓				Rubbish/environmental control
Huzzas (<i>subject to DPAW support</i>)	✓ (Gracetown Grommets)	✓		✓	✓				Rubbish/environmental control
Rivermouth Sewers		✓		✓	✓				Rubbish/environmental control
Gas Point		✓		✓					Toilets, rubbish/environmental control, taping off dunes/sensitive areas
Grunters		✓							Toilets, rubbish/environmental control, taping off dunes/sensitive areas
The Bombie/ The Boatramp					✓ (1 event only)				To be run from boat only

Approvals

Requirements for Club and Long-Standing Community events

34. A permit must be lodged for all surfing events located on Shire reserve land, including use of car parks, infrastructure and access ways.
35. The applicant is advised that in the interest of efficiency that organisers should submit one application, consistent with this Policy addressing all proposed contests they propose to hold in one calendar year
36. The permit is to be submitted with a beach application form, Insurance Certificate of Currency, a Risk Management Plan and site plans of the event area.
37. Approval must be obtained from the Department of Transport and lodged with the application for a permit from the Shire.
38. Planning approval is not required for Club and Long-Standing Community events providing they meet the provisions set out in the policy.

Requirements for all other surfing events

39. A permit to use a Shire reserve needs to be obtained from the Shire prior to any surfing event taking place.
40. A planning application will also need to be submitted to the Shire in the following circumstances:
 - a) Surfing events which are longer than 48 hours in duration; and
 - b) Where a surfing event results in development such as scaffolding platforms/stages, and temporary structures such as sheds, sea containers and other similar infrastructure not considered to be of a low key nature.
41. Prior to the start of a new calendar year, organisers of surfing events to which this policy is applicable, shall provide to the Shire their proposed event calendar for consideration and assessment under this Policy.

General requirements

42. Organisers are to provide the following information with any permit or planning approval for the proposed surfing event the following information:
 - a) Previous relevant experience of the applicant(s);
 - b) Details of type of contest to be held;
 - c) Preferred location of contest (with 1 alternative);
 - d) Hours and dates of contest;
 - e) All details with regard to the use of any vehicles on the beach (if applicable);
 - f) Details of environmental protection of the dunes and surrounding areas; and
 - g) Details of areas designated for car parking, traffic management, toilets, proposed structures, beach patrol and promotional signage.
 - h) Intended safety measures - i.e. marker buoys, rescue boats, signs etc;
 - i) Insurance – Certificate of Currency;
 - j) Risk Management Plan;
 - k) Department of Transport Approval;
 - l) Approval and permits from various agencies and departments (if applicable); and
 - m) Liquor licensing permit (if applicable)

Adopted for Advertising

27 August 2014

Adopted by Council

12 November 2014



Surfing Competition Ballot Application Form

November 2014

Name of Organiser / Club:

Postal Address:

Contact Name: Position:

Email:

Phone (H):(M).....

Date of Proposed Event;.....Number of Competitors.....

Requested Location/s.....

Please list any special requests for Events/ Competitions (marquees (for shade), food & drink sales / service, P.A.'s, car parking, parking vehicles on reserve / beach etc.):

.....
.....
.....

- Attached; Insurance Certificate of Currency
- Risk Management Plan
- Site Plan
- Department of Transport approval to be submitted (if event is selected).

Indemnification

The Event Organiser of this event shall undertake to hold the Shire of Augusta Margaret River indemnified against all claims which may be made against them for damages or otherwise, in respect of any loss, damage, death or injury caused by, or in the course of or arising out of the use of the venue, or any property of the Shire of Augusta Margaret River, during all periods when such venue is in use for the Event.

The Event Organiser shall accept responsibility for the damage to property or injury/death of any persons associated with the holding of the Event, and arising from the actions of the Event Organiser or any contractor, agent or person acting on behalf of the Event Organiser. The Event Organiser shall indemnify and hold harmless the Shire of Augusta Margaret River from any claim, action, liability or costs however, wheresoever or whatsoever arising out of anything done or omitted to be done by the Event Organiser or any contractor, agent or person acting on behalf of the Event Organiser. The Event Organiser shall have each person participating acknowledge that the Shire of Augusta Margaret River shall not be liable to that person or any person for any injury or damage to person or property arising out of anything done or omitted to be done by the Event Organiser or any contractor, agent or person acting on behalf of the Event Organiser.

Acknowledgment of Terms and Conditions

I have read the Conditions of Use that apply to the use of Shire land and accept responsibility for ensuring compliance with Local Laws and all conditions contained within this Schedule and pertaining to use of Shire Property on behalf of the above mentioned organisation.

AUTHORISED SIGNATORY:.....**DATE:**

Conditions of Use

1. Indemnification:

On acceptance of the hiring, the organiser of this event/s undertakes to hold the Shire of Augusta Margaret River indemnified against all claims which may be made against them for damages or otherwise, in respect of any loss, damage, death or injury caused by, or in the course of or arising out of the hiring of the venue, the property of the Shire of Augusta Margaret River, during all periods when such venue is on hire.

In respect of the indemnification, the hirer is required to provide evidence (Certificate of Currency) of an adequate (Minimum \$10M) Public Liability Insurance coverage.

2. Shire Property:

This booking entitles the hirer to hold the event in a public open space, however does not give exclusive rights to the area. Members of the public have the right to use the area whilst the event/s are in progress. It is not acceptable to request the public to move to another location to enable the event to take up that position.

3. Duration Of Hire:

The reserve and facilities may only be used by the hirer for the stated times. Occupation/use in excess of the stated times will incur additional charges. The hirer shall not use reserve and facilities for any other purpose or do anything that may cause damage to Shire property or create inconvenience or annoyance to any adjoining areas.

4. Signs:

Signs for the purpose of advertising events (if approved) may be installed on the reserve seven (7) days prior to the commencement of the event. The signs are not to contain any commercial advertising except that the sponsorship may be identified by a discreet Logo of approved shape and design. The signs must be removed immediately after the event.

5. Waste:

All Waste generated as a result of the Event/s is the hirers responsibility. Rubbish is to be collected and removed each day from the reserve and contained in appropriate waste receptacles during the period of hire. Hirers are responsible for the costs associated with the collection and removal of litter from the particular reserve.

6. Cost Of Damage:

Hirers will responsible for all costs relating to damage attributable to the conduct of the event, including all damage caused during set-up and removal.

7. Environmental Protection:

The hirer is responsible for environmental protection and shall provide adequate instruction to patrons and competitors to prevent access to environmentally sensitive, foreshore vegetation and rehabilitation areas.

8. Health Act And Regulations:

Hirers must undertake to observe the relevant sections of the *Health Act* and *Regulations*, with particular reference to the preparing and selling of foodstuffs. All food must be prepared by a Registered Food Business / Approved Community Group. (Certificate of Food Business Registration / Verification of Notification must be sighted).

9. Pedestrian And Vehicular Access:

Adequate measures (approved by Shire) shall be taken by the hirer to safeguard the Shire's facilities when providing pedestrian and vehicular access to a reserve. No Vehicles are permitted onto beaches without prior approval.

10. Parking Supervision:

Parking supervision for the event is the responsibility of the hirer, and all costs associated with supervising parking are to be met by the hirer. Vehicles shall only be parked in designated parking areas unless prior approval is given by Shire.

11. Temporary Structures:

The Hirer may erect small open-sided pipe framed marquees/shelter for the event, in accordance with the approved location plan, for the duration of the event for the purpose of sun shade or protection from rain and wind. The structures shall be less than 10m² in area and erected in accordance with manufacturer's instructions and monitored throughout the event to ensure adequate stability is maintained.

Shire reserves the right to close the beach at short notice if the need arises.



Surfing Club Beach Application Form

November 2014

Name of Surfing Club:

Club Postal Address:

Contact Name: Position:

Email:

Phone (H):(M).....

Please list any special requests for Events/ Competitions (marquees (for shade), food & drink sales / service, P.A.'s, car parking, parking vehicles on reserve / beach etc.):

.....
.....
.....

Attached;

- Calendar of Events
- Insurance Certificate of Currency
- Risk Management Plan
- Site Plans
- Department of Transport Approval (when available)

Indemnification

The Event Organiser of this event shall undertake to hold the Shire of Augusta Margaret River indemnified against all claims which may be made against them for damages or otherwise, in respect of any loss, damage, death or injury caused by, or in the course of or arising out of the use of the venue, or any property of the Shire of Augusta Margaret River, during all periods when such venue is in use for the Event.

The Event Organiser shall accept responsibility for the damage to property or injury/death of any persons associated with the holding of the Event, and arising from the actions of the Event Organiser or any contractor, agent or person acting on behalf of the Event Organiser. The Event Organiser shall indemnify and hold harmless the Shire of Augusta Margaret River from any claim, action, liability or costs however, wheresoever or whatsoever arising out of anything done or omitted to be done by the Event Organiser or any contractor, agent or person acting on behalf of the Event Organiser. The Event Organiser shall have each person participating acknowledge that the Shire of Augusta Margaret River shall not be liable to that person or any person for any injury or damage to person or property arising out of anything done or omitted to be done by the Event Organiser or any contractor, agent or person acting on behalf of the Event Organiser.

Acknowledgment of Terms and Conditions

I have read the Conditions of Use that apply to the use of Shire land and accept responsibility for ensuring compliance with Local Laws and all conditions contained within this Schedule and pertaining to use of Shire Property on behalf of the above mentioned organisation.

AUTHORISED SIGNATORY:..... **DATE:**

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In respect of the indemnification, the hirer is required to provide evidence (Certificate of Currency) of an adequate (Minimum \$10M) Public Liability Insurance coverage.

2. Shire Property:

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3. Duration Of Hire:

The reserve and facilities may only be used by the hirer for the stated times. Occupation/use in excess of the stated times will incur additional charges. The hirer shall not use reserve and facilities for any other purpose or do anything that may cause damage to Shire property or create inconvenience or annoyance to any adjoining areas.

4. Signs:

Signs for the purpose of advertising events (if approved) may be installed on the reserve seven (7) days prior to the commencement of the event. The signs are not to contain any commercial advertising except that the sponsorship may be identified by a discreet Logo of approved shape and design. The signs must be removed immediately after the event.

5. Waste:

All Waste generated as a result of the Event/s is the hirers responsibility. Rubbish is to be collected and removed each day from the reserve and contained in appropriate waste receptacles during the period of hire. Hirers are responsible for the costs associated with the collection and removal of litter from the particular reserve.

6. Cost Of Damage:

Hirers will responsible for all costs relating to damage attributable to the conduct of the event, including all damage caused during set-up and removal.

7. Environmental Protection:

The hirer is responsible for environmental protection and shall provide adequate instruction to patrons and competitors to prevent access to environmentally sensitive, foreshore vegetation and rehabilitation areas.

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Hirers must undertake to observe the relevant sections of the *Health Act* and *Regulations*, with particular reference to the preparing and selling of foodstuffs. All food must be prepared by a Registered Food Business / Approved Community Group. (Certificate of Food Business Registration / Verification of Notification must be sighted).

9. Pedestrian And Vehicular Access:

Adequate measures (approved by Shire) shall be taken by the hirer to safeguard the Shire's facilities when providing pedestrian and vehicular access to a reserve. No Vehicles are permitted onto beaches without prior approval.

10. Parking Supervision:

Parking supervision for the event is the responsibility of the hirer, and all costs associated with supervising parking are to be met by the hirer. Vehicles shall only be parked in designated parking areas unless prior approval is given by Shire.

11. Temporary Structures:

The Hirer may erect small open-sided pipe framed marquees/shelter for the event, in accordance with the approved location plan, for the duration of the event for the purpose of sun shade or protection from rain and wind. The structures shall be less than 10m² in area and erected in accordance with manufacturer's instructions and monitored throughout the event to ensure adequate stability is maintained.

Shire reserves the right to close the beach at short notice if the need arises.