

Local Government Land By-Law No.2 of 2018, Roads By-Law No.3 of 2018, Moveable Signs By-Law No.4 of 2018

Applicant Details			
Name:			
Postal Address:			
Phone Number:			
Email:			
Type of Activity			
Selling of Raffle Tickets	Badge Day	Display of Banners	Fundraising
Moveable Sign	Advertising	Reserve Access	
Other _____			
Does your Activity include Food or Beverage?    Yes    No <i>If Yes, complete Mobile Food Vendor Notification Form</i>			
Details of Proposed Activity			
Describe in detail:			
Location of Activity: (Detailed Description/Site Plan)			
Start & End Date/s:			
Start & End Time/s:			
Public Liability Insurance			
Please tick one of the following: <input type="checkbox"/> As an individual <input type="checkbox"/> As a club, group or companies – I attach evidence of public liability insurance to a minimum of \$20 million to this application.			
Declaration			
I hereby acknowledge, understand and agree to comply with all conditions relating to this permit. I further agree that this permit will be revoked upon any breach of the conditions.			
Applicant's Signature			
I have read and agree to comply with and understood the Standard Permit		Yes	No
Name:			
Signature:		Date:	
Permit Checklist			
Copy of Public Liability Insurance (\$20 million)		Yes	No
Site Plan (Compulsory for all Signs/Banners)		Yes	No
Approved by Authorised Officer:		Yes	No
Name:			
Signature:		Date:	

Additional Conditions: \_\_\_\_\_

<b>Standard Permit Conditions</b>
<b>1. Activity</b>
Subject to these Standard Permit Conditions and the Special Conditions of the Permit Schedule (if attached), the Permit authorises the Applicant or Applicants named, to undertake the activities described and at the times and dates specified. Where the activity is for a business purpose, this Permit constitutes approval of the Council under section 200(1) of the Local Government Act 1999.
<b>2. Permit Area</b>
The Permit authorises the Permit Holder to carry out in the Permit Area the Activity described in Location of Activity.
<b>3. Nature of Permit</b>
The Permit does not take effect until: <ul style="list-style-type: none"> <li>• the Permit has been approved and signed by both the Permit Holder and Council and a copy returned to the Permit Holder; and</li> <li>• the Permit Holder has as required by clause 6 provided a copy of a current certificate of public liability insurance for the sum of \$20,000,000.</li> </ul> The Permit does not confer on the Permit Holder any exclusive right, entitlement or proprietary interest in the Permit Area and does not derogate from the Council's powers under the <i>Local Government Act 1999</i> or any other legislation. The Permit is personal to the Permit Holder and is not transferrable. The Council may vary the Permit Conditions at any time by notice in writing to the Permit Holder
<b>4. Term, Expiry &amp; Renewal</b>
The Permit expires on the earliest of the following dates: <ul style="list-style-type: none"> <li>• the expiry date as specified in the Permit;</li> <li>• the date that the Permit Holder ceases to hold appropriate insurance policy as required by clause 6; or</li> </ul> There is no automatic right of renewal of this Permit. Upon its expiration, the Permit Holder may make application for a new Permit, which may be granted at the Council's absolute discretion, subject to compliance with the public consultation requirements under the Act.
<b>5. Revocation</b>
The Council may, by written notice to the Permit Holder, revoke this Permit: <ul style="list-style-type: none"> <li>• upon any breach of the Permit Conditions by the Permit Holder; or</li> <li>• where the Council considers that the Permit Area is no longer suitable for the Activity;</li> </ul>
<b>6. Insurance</b>
The Permit Holder must, unless this requirement is waived by the Council, take out and maintain throughout the term of the Permit a public liability policy that: <ul style="list-style-type: none"> <li>• insures the Permit Holder for the minimum sum of twenty million dollars (\$20,000,000) against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought, made or claimed against the Permit Holder in relation to the Permit Holder carrying on the Activity; and</li> <li>• bears the endorsement of the insurer indicating the insurer accepts the indemnity given by the Permit Holder under the Permit.</li> </ul> Failure to maintain insurance as required by this clause is a breach of this Permit.
<b>7. Indemnity</b>
The Permit Holder indemnifies and will keep indemnified the Council (including its employees, servants and agents) from and against all actions, costs, claims, damages, charges and expenses whatsoever that may be brought, made or claimed against the Council (or its employees, servants and agents) arising out of or in relation to the issuing of the Permit, the Activity and/or the actions or omissions of the Permit Holder and/or any person acting on the Permit Holder's behalf.
<b>8. Permit Holder's Obligation</b>
The Permit Holder must, at the Permit Holder's cost and expense in all things, comply with all applicable laws and all Council directions in relation to the Permit Holder's use of the Permit Area. This includes compliance with the Permit Holder's obligations under the <i>Environment Protection Act 1993</i> ; The Permit must be made available at all times whilst the permitted activity is being conducted on the Permit area. The Permit Holder must not cause, suffer or permit any damage to Council land or property. The Permit Holder is liable to pay to the Council the costs of making good any damage caused to Council land or property in connection with the Activity. The Permit Holder must ensure the Permit Area is left in a clean and tidy state and is free from rubbish. The Permit Holder is responsible for the health and safety of all persons attending the Permit Area in connection with the Activity. At all times in undertaking the Activity, the Permit Holder must: <ul style="list-style-type: none"> <li>• ensure that all persons attending the Permit Area in connection with the Activity do not conduct themselves in a manner that would give rise to a breach of the Permit;</li> <li>• ensure that the activities undertaken in connection with the Activity do not unreasonably interfere with the enjoyment of and use of the Permit Area by other members of the public;</li> <li>• not cause the Activity to be undertaken during adverse weather conditions that would endanger the health and safety of any person on or in the Permit Area;</li> <li>• not create any noise that unreasonably disturbs other persons within the Permit Area and/or adjacent residents or business premises;</li> </ul>
<b>9. Food Business Notification</b>
All food businesses must be notified with a South Australian local government authority prior to operating in SA and must be able to provide their Food Notification Number to organisers. If an interstate business has not operated in SA before, they must complete a Food Business Notification form and return to Council prior to the event. Any enquiries in relation to this should be directed to Council's Environmental Health Officers.
<b>10. Council Works &amp; Other Events</b>
The Council retains the right to restrict public access to the Permit Area as it deems necessary and to otherwise schedule events, authorise other activities to be carried out and/or undertake any works within the Permit Area. The Permit Holder must not interfere with or hinder any such event, activity or works.
<b>11. Special Conditions</b>
The Permit Holder must comply with all special conditions contained in the Permit Schedule (if attached) which special conditions prevail in the extent of any inconsistency with the Permit Conditions above.