

Permit to Use Public Footpath For Business Purposes

Permit for use of a Public Road for Business Purposes, Section 222, Local Government Act 1999
Please read and fully understand permit conditions on the reverse side of this application.

Permit Holder	
Company Name:	
Contact Name:	
Postal Address:	
Phone Number:	
Email:	
Permitted Use	
<input type="checkbox"/> Outdoor Displays (Trading) <input type="checkbox"/> Outdoor Dining <input type="checkbox"/> Other _____	
Permit Area	
Address of Display	
Expiry Date	
Start and End Date	
Permit Fees FEES WAIVED FOR 2020/2021 ONLY – COVID19	
<p>Outdoor Displays (Trading) = per display unit _____</p> <p>Outdoor Setting (1 x table, 4 chairs, 1 x umbrella) _____</p> <p style="padding-left: 40px;">Additional Chairs _____</p> <p style="padding-left: 40px;">Additional Tables _____</p> <p style="padding-left: 40px;">Additional Umbrellas _____</p> <p style="padding-left: 40px;">Outdoor Heaters _____</p> <p style="padding-left: 20px;">Street Traders e.g Vehicle Displays _____</p>	
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 Conditions - <input type="checkbox"/> Yes <input type="checkbox"/> No	
Name:	
Signature:	Date:

**Refer to sa.gov.au for COVID requirements and
Office of the Technical Regulator (OTR) for Outdoor Heaters**

Permit Checklist	
Copy of Public Liability Insurance (\$20 million)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Site Plan (Only required for new applications or additional seating or displays)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Approved by Authorised Officer <input type="checkbox"/> Yes <input type="checkbox"/> No	
Name:	
Title:	
Signature:	Date:

1. General

Pursuant to section 208 of the *Local Government Act 1999* ("the Act"), all public roads in the area of the Council vest in the Council in fee simple. The Permit Holder wishes to use a public road for a business purpose pursuant to Section 222 of the Act and the Council agrees to grant a permit to the Permit Holder to permit such use, subject to the Permit Holder complying with the terms and conditions of this Permit and the requirements of the Act.

2. Permitted Use

The Permit authorises the Permit Holder, to undertake on a Council road the activity described in the "Permitted Use", subject to these terms and conditions and any special conditions that may be notified to the Permit Holder in writing by the Council. To the extent that the Permitted Use is an activity that is regulated under a Council By-law then this Permit serves as a grant of permission for that Activity pursuant to the Council's *Permits and Penalties By-law*.

3. Permit Area

The Permit applies in relation to the road or roads described above as the "Permit Area" only.

4. Nature of Permit

The Permit does not take effect until:

- the Permit has been approved and signed by the Council and a copy returned to the Permit Holder; and
- all Permit fees have been paid by the Permit Holder; and
- the Permit Holder has provided a copy of a current certificate of public liability insurance for the sum of \$20,000,000.

The Permit applies only during opening hours of the business. 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 *Local Government Act 1999* or any other legislation. The Permit is personal to the Permit Holder and is not transferrable. The Council may vary the conditions that attach to the Permit at any time by notice in writing to the Permit Holder. Where two or more persons are named as the Permit Holder their liability and obligations hereunder shall be joint and several and this Permit shall be construed accordingly.

5. Term, Expiry & Renewal

The Permit expires on the earliest of the following dates:

- the expiry date as specified in the Permit;
- the date that the Permit Holder ceases to hold an insurance policy as required by clause 8; or

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.

7. Cancellation

The Council may cancel the Permit for any breach of these Terms and Conditions by notice in writing to the Permit Holder, pursuant to section 225 of the *Local Government Act 1999*.

8. Indemnity & Release

As a continuing obligation and except to the extent caused by the Council's negligence, the Permit Holder indemnifies and will keep indemnified the Council from and against all actions, costs, claims, damages, charges and expenses whatsoever that may be brought, made or claimed against or otherwise incurred by the Council arising out of or in connection with:

- a breach of this Permit by the Permit Holder;
- the Permit Holder's use and occupation of the Permit Area; and/or
- the granting of this Permit by the Council.

The Permit Holder releases the Council and its employees, agents and contractors from all and any claims, demands, actions, suits, proceedings, losses and damages of any kind resulting from any loss, accident, damage, injury or death occurring in connection with the Permit Holder's use of the Permit Area or the granting of this Permit except to the extent caused by the Council's negligence.

9. Insurance

The Permit Holder must take out and maintain during the term of the Permit a public liability insurance policy for a minimum amount of twenty million dollars (\$20,000,000.00) per claim.

The policy must:

- be in respect of injury, loss or damage to persons or property arising directly or indirectly from the Permit Holder's use or occupation of the Permit Area or, for any breach of the terms contained in this Permit; and
- must note the Council's rights and interest as owner of the Permit Area and the indemnities provided by the Permit Holder under this Permit in favour of the Council.

The Permit Holder must provide a copy of the Permit Holder's current certificate of insurance evidencing compliance with this clause within 48 hours of a request by the Council

10. Permit Holder's Obligation

The Permit Holder must, at the Permit Holder's cost and expense in all things, comply with all applicable laws and all reasonable Council directions in relation to the Permit Holder's use of the Permit Area. The Permit must be made available for inspection upon request by a Council officer. 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 Permit Holder's use of the Permit Area for the Permitted Use. All structures and furniture used in connection with the Permitted Use must be positioned in accordance with any written directions issued to the Permit Holder by the Council. The Permit Holder must, at all times maintain the Permit Area in a clean and tidy state that is free from rubbish. The Permit Holder must not cause any unreasonable disturbances or nuisance (as determined by the Council) to users of land adjacent to the Permit Area or to vehicles or pedestrians using the Permit Area.

11. Alterations to the Permit Area

Subject to this Permit, the Permit Holder must not make an alteration or addition to the Permit Area without first obtaining an authorisation pursuant to Section 221 of the Act and, where necessary, development approval under the *Development Act 1993*. The Permit Holder must maintain any alterations it makes on or to the Permit Area. Upon the expiration or cancellation of this Permit, the Permit Holder must remove all alterations it has made to the Permit Area (if any) and, in any event, reinstate to the satisfaction of the Council, the Permit Area to the condition it was in prior to the Permit Holder's occupation of it. If the Permit Holder fails to comply with its obligation to reinstate the Permit Area the Council may undertake the works necessary for this purpose and recover the costs it incurs in doing so as a debt from the Permit Holder.

12. Alcohol

Subject to the *Liquor Licensing Act 1997*, the Permit Holder must not sell or serve alcohol in the Permit Area without the prior written consent of the Council.