

Mobile Food Vendor

Use of a Public Road for Business Purposes

Pursuant to section 222 of the Local Government Act 1999

Use of Local Government Land

City of Victor Harbor By-Law No. 4

P 08 8551 0500

F 08 8551 0501

E localgov@victor.sa.gov.au

www.victor.sa.gov.au

Please complete this form in **BLOCK LETTERS** and return to the City of Victor Harbor by:

Post:

PO Box 11, Victor Harbor SA 5211 localgov@victor.sa.gov.au

Email:

In person:

1 Bay Road, Victor Harbor

To avoid delays, please ensure the application form is completed with all requested documentation attached and payment of the fee is received.

Mobile Food Vendor Permits are issued on an annual or monthly basis and relates to the mobile food vehicle detailed on this application.

Please select applicable option (✓):

☐ **New Application**

☐ **Renewal Application***

*Permit extensions are available for monthly Permits up to 12 months from the original monthly Permit approval. See *permit extension application form*

Applicant Details

Applicant Name: _____
(Title) (First Name) (Last Name)

Postal Address: _____

Contact Details: Phone: _____ Email: _____

Permit Details

Business / Trading Name: _____ ABN: _____

Address mobile vehicle is garaged: _____

Food Business notification No: _____ Vehicle registration No: _____

Other: _____

Permit required: Annual Monthly Dates required: From: _____ To: _____
(please circle)

Please provide support documentation that includes the following details:

- An image of your registered mobile food vending vehicle and proposed set up
- A copy of your current Public Liability Insurance to a minimum of twenty million dollars (20,000,000) with the City of Victor Harbor noted as an interested party
- Emergency Risk Management Plan
- Any other details required by the Council.

Approved locations as shown on Council's website may be subject to change at any time dependent on feedback received relating to a location. Permit Holders should check Council's website regularly for updates.

Mobile Food Vendors Permit Terms & Conditions

1. Permitted Use

The Permit authorises the Applicant named above (the 'Permit Holder'), in connection with the Business named above, to operate a mobile food vending vehicle at Council approved locations, subject to these terms and conditions.

2. Permit Area

The Permit applies in relation to the operation of a mobile food vending vehicle as described in the Mobile Food Vendors Permit Guidelines and the location maps available on Council's website.

3. Nature of Permit

- 3.1. 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.
- 3.2. 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.
- 3.3. The Permit is personal to the Permit Holder and is not transferrable.
- 3.4. The Permit is for the mobile food vehicle as shown on this application form.
- 3.5. The Council may vary the Permit Conditions at any time by notice in writing to the Permit Holder.

4. Permit Fee

The Permit Holder shall pay the Permit Fee as per Council's Schedule of Fees & Charges.

5. Expiry

- 5.1. Subject to clause 6, the Permit expires on the earliest of the following dates:
 - 5.1.1. Twelve months or one month from issue date as indicated;
 - 5.1.2. the date that the Permit Holder ceases to hold an insurance policy as required by clause 7; or
 - 5.1.3. the date that the Permit Holder, by notice in writing to the Council, surrenders this Permit.
- 5.2. In the event the Permit is cancelled by the Council prior to its expiration or the Permit Holder ceases using the Permit Locations for trading (for any reason whatsoever), there shall be no adjustment, reduction or refund by the Council of the Permit fees paid.

6. Cancellation

Pursuant to section 225 of the *Local Government Act 1999*, the Council may, by notice in writing to the Permit Holder, cancel the Permit for any breach of these Terms and Conditions that is sufficiently serious to justify cancellation of the Permit.

7. Insurance

- 7.1. 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.
- 7.2. The policy must be in respect of injury, loss or damage occurring in connection with the Permit Holder's use and/or occupation of the Permit Area and must note the Council's

rights and interest as owner of the Permit Area and the indemnities provided by the Permit Holder in favour of the Council.

- 7.3. 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.

8. Indemnity

- 8.1. 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 (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 or otherwise incurred by the Council (or its employees, servants and agents) arising out of or in relation to the Permit having been issued by the Council and/or the actions or omissions of the Permit Holder and/or the Permit Holder's agents, contractors, employees and invitees in the Permit Area.
- 8.2. The Permit Holder releases the Council from any liability or claim resulting directly or indirectly from any accident, damage or injury occurring as a result of the Permit Holder's use of the Permit Area or the use of the Permit Area by the Permit Holder's agents, contractors, employees and invitees

9. Permit Holder's Obligations

- 9.1. 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 Areas.
- 9.2. 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 mobile food vending activities authorised by this Permit. This includes the cost of any pavement repairs or cleaning that the Council considers to be necessary by reason of the Permit Holder's use of the Permit Area, which costs the Council may recover as a debt from the Permit Holder.

The Permit Holder must notify Council immediately of any damage to the area or any Council owned property located within or adjacent the area.

- 9.3. The Permit Holder must not use or allow the area to be used for any purpose or activity other than that authorised by this Permit.
- 9.4. The Permit Holder must not cause any unreasonable disturbances or nuisance to users of land adjacent to the Permit area or to vehicles or pedestrians using the Permit area.
- 9.5. The operations of a food vending business must not unduly interfere with;
 - 9.5.1. vehicles driven on roads;
 - 9.5.2. vehicles parking or standing on roads;
 - 9.5.3. a parking area for people with disabilities (within the meaning of rule 203(2) of the Australian Road Rules);
 - 9.5.4. public transport and cycling infrastructure (including bus zones, taxi and bike lanes);
 - 9.5.5. other road related infrastructure; or
 - 9.5.6. infrastructure designed to give access to roads, footpaths and buildings.

- 9.6. The Permit Holder must:

- 9.6.1. provide bins for use by their customers and maintain the Permit Area in a clean and tidy state that is free from rubbish throughout the day and at the close of

- business each day; and
- 9.6.2. ensure all liquid waste (including waste water and waste oil) must be contained and removed or disposed of appropriately; and
- 9.6.3. not use amplified music excepting for ice cream vendors travelling residential streets; and
- 9.6.4. must not leave a mobile food vending vehicle unattended on site e.g. leave a vehicle overnight as to secure a location for trading.

10. 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.

11. Enforcement

A Permit Holder must make available for inspection, an approved Permit at any time when requested by an Authorised Officer and comply with any direction of such an officer.

Any breach of the conditions of the Permit may result in further action by the Council, including the issue of an Infringement Notice and / or cancellation of the Permit.

12. Mobile Ice Cream Vendors

Mobile ice cream vendors are primarily engaged in the sale of ice cream. These vans only stop to trade as hailed by customers and primarily service residential homes. These Permits are not subject to the 'location rules' or restricted to trade at the approved locations as referenced on Council's website unless the permit is approved for such use at the Council locations.

Applicant Acknowledgement

I/We agree and acknowledge that:

- ***The above information is true and correct and I/we have read, understand and agree to be bound by the Council's Mobile Food Vendors Permit Policy and Guidelines and the Permit Terms & Conditions set out herein; and***
- ***The Permit Holder takes responsibility for safety and compliance with any Act of Parliament, Regulations or By-Laws relating to the operation of a mobile food vending business and occupation at an approved Council location.***

Signature: _____ **Print name:** _____

Date: _____

Office Use Only**GL 68096 - 830**

Council hereby grants a Permit to the Applicant subject to the Terms and Conditions herein.

Permit valid: From: _____ to: _____ Permit # _____

Fee paid date: _____ Amount paid: _____ Receipt number _____

Supporting Documents Received: ☐ Yes ☐ No

Health Inspector Approval: ☐ approved ☐ not approved

Record # _____

Comment: _____

Type of mobile food vehicle: Food Truck ☐ Food Trailer ☐ Food Cart ☐

** Vehicles may be restricted to certain locations depending on the size or type of vehicle and / or the size of the parking area at an approved location. i.e. if the operator of the business serves from inside or outside of the vehicle or if the vehicle is a food truck or food trailer.*

Special conditions: _____

Approved by the Chief Executive Officer or Delegate

Signature: _____ Date: _____