

# Aquatic Permit

Includes Encounter Lakes, Franklin Island & Waterways

P 08 8551 0500  
F 08 8551 0501  
E: [localgov@victor.sa.gov.au](mailto:localgov@victor.sa.gov.au)  
[www.victor.sa.gov.au](http://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

**Email:**

[localgov@victor.sa.gov.au](mailto:localgov@victor.sa.gov.au)

**In person:**

1 Bay Road, Victor Harbor

To avoid delays, please ensure the application form is completed and all requested documentation is attached.

Please select applicable option (✓):

☐ **New Application**

☐ **Renewal Application**

## Applicant Details

Applicant Name: \_\_\_\_\_  
(Title) (First Name) (Last Name)

Business/Club Name: \_\_\_\_\_ ABN: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Contact Details: Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

## Details of Proposed Activity

Describe the proposed activity in detail e.g. rowing/swimming event including the sale of food or beverages and/or display of advertisements:

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## Days, Times and Frequency of Proposed Activity

Day: \_\_\_\_\_ Frequency: \_\_\_\_\_ Time from : \_\_\_\_\_ To : \_\_\_\_\_

Day: \_\_\_\_\_ Frequency: \_\_\_\_\_ Time from : \_\_\_\_\_ To : \_\_\_\_\_

Or specify dates:

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**Details of Boat/Floatation Devices** Describe the number and size of boat/vessels/sail boards or other devices which will be involved in the proposed activity: **Note: No motorised craft are permitted on the lake.**

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## Location of Proposed Activity

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### Permit Fees

An Aquatic Activity Permit can be applied for either as an individual event or annually.

Activity Base	Single Event	Annual Permit
Non-profit Organisation	\$ 38.00	\$ 149.00
Commercial	\$ 73.00	\$ 295.50

### Commercial Status of Proposed Activity

Please indicate: ☐ Commercial or School ☐ Non profit making\*

\* If Non profit making – provide either evidence of Incorporation, Club Constitution or Accountant's Certificate

☐ Attached

Commercial Businesses and Schools – Please provide copy of current WorkCover Registration

☐ Attached

## Permit Conditions

### 1. Permitted Use

- 1.1. Subject to clause 1.1 the Permit authorises the Applicant or Applicants named above (the 'Permit Holder'), subject to these conditions, to undertake the activities described on page 6 of this document and at the times and dates approved;
- 1.2. Aquatic activities in or on water are authorised during daylight hours only.

### 2. Permit Area

The Permit authorises the Permitted Use to be carried out in the approved Permit location.

#### Nature of Permit

- 2.1. The Permit does not take effect until:
  - 2.1.1. the Permit has been approved and signed by the Council and a copy returned to the Permit Holder; and
  - 2.1.2. all Permit fees have been paid by the Permit Holder; and
  - 2.1.3. the Permit Holder has provided a copy of a current certificate of public liability insurance for the sum of \$20,000,000.
- 2.2. 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.
- 2.3. The Permit is personal to the Permit Holder and is not transferrable.
- 2.4. The Council may vary the Permit Conditions at any time by notice in writing to the Permit Holder.
- 2.5. Where the Permitted Use constitutes an activity that is regulated under a Council By-law, the issue of this Permit is taken to be a grant of permission issued pursuant to the Council's Permits and Penalties By-law.

### **3. Expiry**

3.1. The Permit expires on the date specified on page 6 of this document.

3.2. In the event the Permit is revoked prior to its expiration or the Permit Holder ceases undertaking the Permitted Use in the Permit Area for whatever reason, there shall be no adjustment, reduction or refund by the Council of the Permit fees paid by the Permit Holder.

### **4. Revocation**

4.1. The Council may, by written notice to the Permit Holder, revoke this Permit:

4.1.1. upon any breach of the Permit Conditions by the Permit Holder; or

4.1.2. where the Council considers it is necessary to do so in the interests of public safety or for the purposes of undertaking Council works in the Permit Area.

### **5. Insurance**

5.1. The Permit Holder must take out and maintain throughout the term of the Permit a public liability policy that:

5.1.1. 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 Permitted Use; and

5.1.2. bears the endorsement of the insurer indicating the insurer accepts the indemnity given by the Permit Holder under the Permit.

5.2. Failure to maintain insurance as required by this clause is a breach of this Permit.

### **6. Indemnity**

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 Permitted Use and/or the actions or omissions of the Permit Holder and/or any person acting on the Permit Holder's behalf.

### **7. Permit Holder's Obligations**

7.1. 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 Area. This includes consideration to environmental nuisance under the *Environment Protection Act 1993*. An example would be for noise from a coach yelling to a participant;

7.2. The Permit must be made available for inspection upon request by a Council officer.

7.3. 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 Permitted Use.

7.4. The Permit Holder must ensure the Permit Area is left in a clean and tidy state that is free from rubbish.

7.5. The Permit Holder is responsible for the health and safety of all persons attending the Permit Area in connection with the Permitted Use.

7.6. At all times in undertaking the Permitted Use, the Permit Holder must:

7.6.1. ensure that all persons attending the Permit Area in connection with the Permitted Use do not conduct themselves in a manner that would give rise to a breach of the Permit;

7.6.2. ensure the activities undertaken in connection with the Permitted Use do not unreasonably interfere with the enjoyment of and use of the Permit Area by other members of the public;

- 7.6.3. not cause the aquatic activities in or on water to be undertaken during adverse weather conditions that would endanger the health and safety of any person on or in the water;
- 7.6.4. not create any noise that unreasonably disturbs other persons within the Permit Area and/or adjacent residents;
- 7.6.5. ensure that a person who has a Senior First Aid certificate is present during all times that aquatic activities are undertaken in or on water and that a fully stocked first aid kit is on hand in the Permit Area.
- 7.6.6. not drive or use any vehicle within the Permit Area other than on an area that is designated or constructed for the driving or parking of vehicles; and
- 7.6.7. not use voice amplification devices without the Council's prior written consent.

## **8. Advertising**

Commercial advertising by means of signs, banners or leaflets on Council land is prohibited unless authorised by the Council.

## **9. Council Works & Other Events**

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.

## **10. Special Conditions**

The Permit Holder must comply with all special conditions (if any) which special conditions prevail in the extent of any inconsistency with the Permit Conditions above.

## Attachments

The following documents must also accompany your application:

- a risk management plan (Safe Work Method Statement, Job Safety Analysis or similar) to address legislative requirements; ☐ Attached
- first aid certificate; ☐ Attached
- a copy of a current certificate of public liability insurance for a sum of \$20,000,000 (twenty million dollars) in respect of a policy that complies with the requirements of clause 6 of the Permit Conditions and an insurance schedule that details any exclusions to the policy. ☐ Attached

**Important: Tax invoices are not considered sufficient evidence of a Public Liability Insurance Policy.**

The issue of a permit is subject to the Permit Holder agreeing to the Permit Conditions listed herein and the Council's receipt of payment of all applicable fees and charges from the Permit Holder.

### Applicant Acknowledgement

***I/We agree and acknowledge that:***

- ***I/we have made application for a permit to undertake aquatic activities on public land;***
- ***the above information is true and correct; and***
- ***I/we have read, understand and agree to be bound by the Permit Conditions set out herein including in relation to the payment of any applicable fee.***

**Print Name:** \_\_\_\_\_

**Sign:** \_\_\_\_\_

**Position Held:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Council hereby grants a Permit to the Applicant subject to the conditions within.

Permit # \_\_\_\_\_

Permit valid from: \_\_\_\_\_ to \_\_\_\_\_

Fee paid date: \_\_\_\_\_ Amount paid: \_\_\_\_\_ Receipt number: \_\_\_\_\_

Documents Received: Yes \_\_\_\_\_

**Permitted Use:**

\_\_\_\_\_

**Special Conditions**

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**Please note:** the lakes may be closed at short notice in the event of identified health issues \_\_\_\_\_

John Crompton Jnr Reserve - Please refrain from using the lawn associated with private property

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Approved by the Chief Executive Officer / Delegate

**Signature:** \_\_\_\_\_ **Issue Date:** \_\_\_\_\_