

Street Traders Permit Terms & Conditions

1. Permitted Use

The Permit authorises the Applicant named above (the 'Permit Holder'), in connection with the Business named above, to undertake the sale of goods on a Council footpath, subject to these terms and conditions.

2. Permit Area

The Permit applies in relation to the public footpath area as described in the Outdoor Dining / Street Traders Policy & Guidelines and the specific area approved as provided on the supporting site plan.

3. Nature of Permit

3.1. The Permit does not take effect until:

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

3.2. The permit period will expire on the 31 August. Subsequent Permits will be issued on an annual basis for the period 1 September to 31 August the following year.

3.3. The Permit applies in relation to the hours that the business premises is open to the public, and must not be outside trading hours.

3.4. 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.

3.5. The Permit is personal to the Permit Holder and is not transferrable.

3.6. The Council may vary the Permit Conditions at any time by notice in writing to the Permit Holder.

4. Expiry

4.1. Subject to clause 6, the Permit expires on the earliest of the following dates:

- 4.1.1. the 31 August of each year;
- 4.1.2. the date that the Permit Holder ceases to hold an insurance policy as required by clause 7; or
- 4.1.3. the date that the Permit Holder, by notice in writing to the Council, surrenders this Permit.

4.2. In the event the Permit is cancelled by the Council prior to its expiration or the Permit Holder ceases undertaking the Permitted Use in the Permit Area (for any reason whatsoever), there shall be no adjustment, reduction or refund by the Council of the Permit fees paid by the Permit Holder.

5. Permit Fee

- 5.1. The Permit Holder shall pay the Permit Fee per rack/item as per Council's schedule of fees & charges.

6. Cancellation

- 6.1. 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*.

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.

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 area.
- 9.2. The Permit must be made available for inspection upon request by a Council officer.
- 9.3. 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 Permit Holder's use of the permit area for the permitted use.
- 9.4. All structure, fittings and furniture used in connection with the Permitted Use must be approved by the Council and must be positioned in accordance with any written directions issued to the Permit Holder by the Council.
- 9.5. At the end of the period(s) of trading the Permit Holder must ensure the permit area is left clean and reinstated to the Council's satisfaction. Where, upon inspection of the permit area, the Council is required to undertake cleaning and/or tidying of the permit area, the

Permit Holder will be liable to reimburse the Council for the cleaning and/or tidying costs incurred by the Council.

- 9.6. The Permit Holder must, at all times when using the permit area for the permitted use, maintain the permit area in a clean and tidy state that is free from rubbish.
- 9.7. 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.

10. Legislation

Using the footpath for business purposes without a Permit issued by Council is an offence under the Local Government Act 1999 that carries a maximum penalty of \$2,500 or an expiation fee of \$210. Should you use part of the footpath for business purposes that is outside your approved Permit boundaries shown on your approved plan you have committed an offence (no Permit).

Applicant Acknowledgement

I/We agree and acknowledge that:

- ***I/we have made application for a street traders permit on Council footpath, providing information which is true and correct;***
- ***I/we have read, understand and agree to be bound by Council's Outdoor Dining / Street Traders Policy and the Permit Terms & Conditions set out herein including in relation to the payment of any applicable fee; and***
- ***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 7 of the Permit Terms & Conditions is attached.***
- ***The Permit Holder takes responsibility for safety and compliance with the Disability Discrimination Act 1992.***

Sign: _____ Print name: _____

Position Held: _____ Date: _____

Office Use Only

GL 68097 - 830

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

Permit valid: From: 1/9/2020 to: 31/8/2021 Permit # _____

\$35.00 per rack/item fee paid: _____ Date paid: _____ Receipt #: _____

Certificate of Insurance Received: Yes No

Special conditions: _____

Approved by the Chief Executive Officer or Delegate

Signature: _____ Date: _____

Please include:

- Completed site plan identifying the proposed street, footpath clearances and setbacks.
- Graphic representation (photograph or drawing) of proposed table/rack including number of structure/s.
- Dimensions of trading table/rack such as height, width & depth.
- Any other details required by the Council.

Site Plan

