



GENERAL CONDITIONS OF PERMIT:

The Applicant agrees:

1. Indemnification of Council

The Applicant agrees to indemnify and to keep indemnified and to hold harmless the Council, its servants and agents and each of them from and against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against them or any of them arising out of or in relation to the granting of such permit and the establishment and operation of the said Permit.

2. Public Liability Insurance

The Permit holder shall take out and keep current during the period of this permit a public liability insurance policy in a form approved by the Council insuring, for a minimum sum of ten million dollars (\$10,000,000) the Council and the Applicant against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against the Council or the Applicant or both arising out of or in relation to the granting of such permit or the operation of the permit.

3. Operation of Permit

This Permit will not commence to operate until payment of the prescribed fee is made (if applicable), the Permit has been duly executed by both parties, proof of all insurances have been provided to Council and a copy of the Permit returned to you by Council.

4. No Exclusive Occupation

This Permit does not confer on the permit holder any exclusive right, entitlement or interest in the defined area (unless specifically provided pursuant to Section 223 of the Local Government Act 1999) and does not derogate from the Council's powers arising under the Local Government Act 1999.

5. Alterations to Permit by Permit Holder

Any alteration to the permit may only be granted upon a new application being lodged with Council and/or on written approval of the amendments by Council.

6. Cancellation or Amendment of Permit by Council

A Council may, by notice in writing to the holder of a permit; cancel, revoke, amend the conditions or withdraw a permit for breach of a permit condition or for any other reason deemed justifiable by Council. However, before the council cancels or amends a permit, the council must –

-) Give the holder of the permit a written notice of the cancellation stating the grounds on which the council proposes to act and allowing the holder a reasonable period to make written representations to the council on the proposed cancellation; and
-) Consider any representations made in response to the notice.

The 'reasonable period' of time allowed for the permit holder to make written representation to the council must be at least one month, unless the council determines that a shorter period should apply to protect the health or safety of the public, or otherwise to protect the public interest.



7. Transfer

The permit is not transferable. The permit holder may not assign or otherwise transfer this Permit without first obtaining the consent of the Council in writing.

8. Presentation of Permit

This permit shall be produced to any Authorised Officer of the Council on demand

9. Compliance

The permit holder shall comply with and give all notices required by any Act of Parliament, Ordinance, Regulation or By-law relating to the activity.

10. Legislative Compliance

The operation of the permitted activity is to be in accordance with all applicable industry standards, health or safety standards, Australian Standards, Codes of Conduct and legislation.

11. Area to be Kept Clean

The Applicant shall keep the area of permitted use clean, tidy and undamaged.

12. Reinstatement

The area of permitted use is to be reinstated to its original condition by the Permit holder on completion of the activity.

13. Damage to permit area

Repairing and/or replacing any damaged Council infrastructure will be the responsibility of the permit holder.

The Applicant shall bear the cost of all repairs carried out by the Council within the defined area which, in the opinion of the Chief Executive, have been made necessary by the activities of the Permit.

The Chief Executive may give notice requiring certain work to be done by the Applicant within 14 days from the giving of such Notice, and if the work specified in the Notice has not been completed within the said 14 days, the Council may by notice in writing signed by the Chief Executive cancel the permit forthwith.

14. Activity to be within defined Permit area

The location will be allocated by the Council and the permit area may not be altered without the approval of the Council.

All persons, equipment and activities associated with the permit shall remain wholly within the permit area at all times.

15. Ownership of Equipment

All equipment placed on or over public land remains the property of the Permit Holder pursuant to Section 209 of the Local Government Act 1999.

16. Removal of Equipment

All equipment, rubbish, infrastructure and other associated with the permit, shall be removed from the area at completion of the permitted activity.



17. The Prescribed Fee

The Prescribed Fee shall be applied in accordance with Council's annual Schedule of Fees and Charges. The Prescribed Fee is subject to annual review by Council within its adopted Fees and Charges pursuant to Section 188 of the Local Government Act, 1999.

18. Licence

The permit holder, where appropriate, shall ensure that it is licensed or registered to carry out the activity authorised by the issuing of this permit.

19. Music

No music system or amplified sound to be used by any permit holder without the prior written approval of the Council. If you are wishing to use music please attach details.

20. Power

Council will not provide power. If you are wishing to provide your own power to your permit zone, please attach details.

21. Serving of Liquor

If you wish to serve alcohol, please attach details. A separate application must be made to Consumer and Business Services. Council reserves the right to refuse the sale/distribution of alcohol.

22. Health Act

It is the permit holder's responsibility to ensure they operate within all South Australian Public Health Act, Food Act and Food Business Notification requirements.

23. Fit and Proper Person

The permit holder must be a fit and proper person who acknowledges and agrees that Council reserves the right to request a current police background check of permit applicants, particularly in regards to permit activities involving children.

24. South Australia Police

The permit holder acknowledges and agrees that Council reserves the right to engage the services of South Australia Police where any activity is deemed to be unlawful and / or in breach of the peace beyond Council jurisdiction, irrespective of whether a permit has been issued by Council for the activity or not.

25. Respect

The permit holder must treat all members of the public with respect.

26. Public Order

The permit holder must not convey, whether verbally, in writing or on signage, a message or communication which jeopardises public order or otherwise might encourage a breach of the peace.



27. Comfort of use

The permit holder must not adversely affect or disturb the peace, comfort or convenience of users of any public place.

28. Comply with directions

The Permit holder must comply with all directions issued by an Authorised Officer of Council.

29. Cease activity

The permit holder must cease the permitted activity immediately if directed to do so by an Authorised Officer of Council.

30. Obstruct or Impede

The permit holder must not obstruct or impede the free flow of pedestrian or vehicular traffic or otherwise prevent such thoroughfare.

31. Litter Bins

If requested by Council, the permit holder shall supply and install litter bins of a design approved by the Council. The number of litter bins to be supplied and installed shall be determined by the Council.

32. Certificate of Currency – Insurance and Business details

In addition to the completion of the application form, the applicant must provide the following information to Council prior to the issue of the Permit. A current "Certificate of Currency" stating the:

-) Business Name (as stated on this permit application)
-) Policy Number (Insurance policy number)
-) Minimum \$10 million Public Liability cover
-) An acknowledgement or note on the policy, stating that the insurance covers the permitted use
-) Any other relevant supporting documentation.

33. Occupational Health, Safety & Welfare Responsibility

Statement of Responsibility of Permit Holders

-) Permit Holders, whilst holding permits authorised by Council are responsible for ensuring their capacity as responsible employers, that they and their employees comply with the provisions of the Occupational Health, Safety & Welfare Act, 1986 and associated regulations.
-) Notifying both the Council and the Department of Administration and Information Services of accidents, incidents and/or dangerous occurrences as defined by Regulation 6.6 of the Occupational Health, Safety & Welfare Act (Notification of Certain Occurrences) Regulations 1995, involving contractors or their employees.
-) Ensuring compliance with the advice and/or directive regarding occupational health and safety issued by the Council and its agents.
-) Abiding by the terms of the Permit, including compliance with these occupational health and safety responsibilities.
-) Providing for themselves and their employees, all necessary protective equipment and enforcing the correct usage and maintenance of any such equipment.
-) Exercising due skill, care and expertise in undertaking all defined permit activities.



PAMPHLET / LEAFLET DISTRIBUTION – Additional Conditions of Permit (if applicable)

The Applicant further agrees:

The Permit Holder MUST NOT:

-) Without the consent of the vehicle owner, place or deposit Pamphlets, leaflets, flyers or other on vehicles.
-) Deposit Pamphlets in either public or private letterboxes.
-) Use any table or other infrastructure to distribute any Pamphlet.
-) Use private property unless explicit permission has been obtained from the property owner.