

	<b>District Council of Peterborough</b> <b>TRADING / FUNDRAISING STALL PERMIT</b>	Version No.	1.0
		Issued	Nov 2023
		Review Date	

## 1. PERMIT HOLDER DETAILS

**Organisation:** .....

**Address:** .....

**Contact Person:** .....

**Position:** ..... **Telephone:** .....

**Email:** .....

## 2. PURPOSE OF HIRE

Please tick where applicable:

☐ Trading Table

☐ Fundraising, ie Raffle Tickets

☐ Information Stand

☐ Other (*Please detail in 'Description'*)

**Description:** .....

.....

**Date/s:** From ..... To .....

**Times:** Start .....am/pm Finish .....am/pm

**Required Site – Tick where applicable:**

☐ Outside Foodland ☐ Other - Main Street Footpath ☐ Other Area

Don Ferguson Drive & Town Square – please see different permit

**Site Preparation:** Date ..... Time .....

**Site Vacated:** Date ..... Time .....

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### 3. INSURANCE

Does the Permit Holder have public liability and professional indemnity insurance (minimum \$20 million) to cover the permit hire period and purpose of hire / activity?

YES / NO

Please attach a copy of the Certificate of Currency

Attached: YES / NO

Please note Permit Conditions 1, 2, 3, 4 and 5 regarding Insurance

### 4. FOOD and DRINK

#### **Sale of Food during the hire (Food Act 2001 applies):**

**PLEASE NOTE:** It is the Permit Holder's responsibility as per the Food Act 2001, Division 4, subdivision 1 (13), that as a general requirement, food handlers take all reasonable measures not to compromise the safety and suitability of food.

Will food and drink be served during this hire?

YES / NO

**Note 1:** A public road includes the carriageway, footpaths and verges.

**Note 2:** Pursuant to section 5 of the Act, land may be used for a "business purpose" even if it is not intended to make a profit.

### 5. THIS PERMIT IS NOT EFFECTIVE UNTIL:-

- The Permit Holder has received a copy of this Permit signed by the Council.
- The Permit Holder agrees to comply with the General Conditions set out in this Permit.
- The Permit Holder agrees to comply with any Special Conditions, which are set out in this Permit.
- The Permit Holder will pay the fees as per Council's Fees and Charges Schedule in advance. (Council's current Fees and Charges Schedule can be viewed on Council's website: [www.peterborough.sa.gov.au](http://www.peterborough.sa.gov.au) or at the Council Office).
- The Permit Holder will provide a copy of all insurances, which are required by either the General Conditions or the Special Conditions of this permit in advance.

### 6. GENERAL CONDITIONS:-

The Council grants the Permit Holder a permit under Division 6 of Chapter 11 of the *Local Government Act 1999* ("**the Act**") to use that portion of the street identified on the attached plan ("**the Area**") for the agreed period.

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### THE PERMIT HOLDER IS TO:

1. Comply with all reasonable directions given by any employee or officer of the Council in relation to the Permit and any activities carried out under this Permit.
2. Ensure that at all times during the term of this Permit, it will hold the necessary permissions, certificates and other authorisations required to undertake the proposed business use, which must be provided to the Council upon request.
3. Ensure that for the duration of this Permit that the road and any area in the vicinity of the road are kept in a clean and tidy state with any of the Applicant's waste, rubbish or unused or excess materials removed or otherwise disposed of.

### THE PERMIT HOLDER AGREES FURTHER:

#### 1. Term

- 1.1 The Permit Holder agrees to hold the Permit for as specified.

#### 2. Indemnifications and Release

- 2.1 The Permit Holder is to indemnify and release the Council, its employees and/or agents against all actions, costs, claims and demands for injury, loss or damage arising out of any negligent act or omission of the Applicant in relation to any activities under this Permit or arising out of breach of any condition attaching to this Permit.
- 2.2 The Permit Holder agrees that the Council will have no responsibility or liability for any loss or damage to the Permit Holder's fixtures or fittings or personal property.

#### 3. Public Liability Insurance

- 3.1 For the term of this Permit, the Permit Holder must take out and keep current a Public Liability Policy of insurance for the minimum sum of \$20,000,000.

#### 4. Disclosure and Evidence of Policy

- 4.1 The Permit Holder must not commence to use the Area until evidence of the Public Liability Insurance policy is given to the Council.
- 4.2 The Permit Holder will advise the Council immediately if the Public Liability Insurance policy lapses or is cancelled, and of any replacement or substituted policy taken out by the Permit Holder.
- 4.3 The Permit Holder must provide the Council at the commencement of the Permit, or at other times when any other insurance is effected, with a copy of a Certificate of Currency for Public Liability Cover from their Insurance provider.

#### 5. Standards

- 5.1 During the period in which this Permit is current the Permit Holder must comply with all applicable industry or health and safety standards, current Australian Standards or any applicable Codes of Practice. The Permit Holder must ensure that the activity to be carried out by this Permit is conducted in a safe and responsible manner.

#### 6. Permit Not Transferable

- 6.1 This Permit is not transferable.

#### 7. Compliance with Statutory Requirements

- 7.1 The Permit Holder must comply with any Act of Parliament, regulation or by-law relating to the use of the Area.
- 7.2 Wherever there is any cost involved in complying with the preceding requirements, the Permit Holder will be responsible for payment of those costs.

#### 8. Authorised Use

- 8.1 Not to use or allow the Area to be used for any purpose or activity other than that authorised by this Permit.
- 8.2 Be responsible for and ensure the orderly conduct of member of the public within the Area.

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8.3 Not to cause any disturbances or nuisances to users of land adjacent to the Area or to vehicles or pedestrians travelling past.

8.4 To provide a 1.5 meter clear walkway between the kerb and the nearest item of goods.

#### **9. Notification of Damage**

9.1 The Permit Holder must take all reasonable precautions to avoid damage to the Area and any improvements and structures located in the Area. The Permit Holder must immediately notify the Council of damage to the Area or any Council owned property located within or adjacent to the Area.

9.2 The Permit Holder will be responsible to reimburse the Council for all its reasonable costs to repair or rectify any damage caused as a result of the Permit Holder's use or misuse of the Area.

#### **10. Alterations**

10.1 The Permit Holder may not alter or remove any existing fixtures and fittings within the Area nor install any structures or items within or adjacent to the Area without Council's prior approval.

#### **11. Breach**

11.1 If the Permit Holder breaches a provision of this Permit, the Council may give the Permit Holder written notice to remedy the breach and the notice will identify that the failure to remedy the breach will result in cancellation of the Permit.

11.2 If the Permit Holder fails to remedy the breach within a time specified in the Council's notice, then the Council may cancel the Permit.

11.3 This is subject to section 225 of the Act.

#### **12. Contractual Rights Only**

12.1 This permit does not confer on the Permit Holder any exclusive right, entitlement or interest in the Area.

#### **13. Interpretation**

13.1 In this Permit reference to: -

“The Council” includes its members, employees and agents.

“The Permit Holder” include its employees and agents.

#### **14. Cancellation**

14.1 Normal hire charges may be applied if a cancellation is not received at the Council office at least seven days prior to the reserved date.

In making this application the Permit Holder agrees to be bound by the conditions of the Permit and declares that the particulars provided by the Permit Holder with regard to the proposed hire period are true and correct. The person signing warrants he/she has authority to bind the Permit Holder for that purpose.

Additionally, if there are Special Conditions imposed, the Permit Holder will adhere to them.

### **SIGNED FOR AND ON BEHALF OF THE PERMIT HOLDER:**

Signature: ..... Date: .....

Name: ..... Position: .....

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**COUNCIL AUTHORISATION (Office Use Only) :**

Permit Hire:                      Approved / Denied

Reason for Denial: .....

Insurance Supplied:    YES / NO    *(Including activity noted/included in policy)*

Other Permits/Licences Required:    YES / NO

Fees to be Paid: .....

Copy given to Permit Holder:    YES / NO

**SPECIAL CONDITIONS OF PERMIT REQUIRED BY COUNCIL:**

.....

.....

Signed on behalf of Council: .....

Name: ..... Position: .....

Date: .....