

PERMIT TO UNDERTAKE ACTIVITIES ON
LOCAL GOVERNMENT LAND
Section 202 Local Government Act 1999, By-Law No. 3

APPLICANT DETAILS

| | | | |
|-----------------------------------|--|--------|--|
| Name of Applicant/Organisation | | | |
| Authorised Person (if applicable) | | | |
| Contact Address | | | |
| Contact Telephone | | Mobile | |
| Contact Email | | | |
| Booking number | | | |

PERMIT DETAILS

| | |
|---|--|
| Application Date | |
| Date and time when the activity is proposed to be undertaken | |
| Reserve/Park where the activity is proposed to be undertaken | |
| Activity for which permission is sought | |
| Describe any infrastructure for the activity (i.e. marquee, bouncy castle, barbeque) | |

FEES

| | |
|---|--|
| Bond (refundable) | |
| Key Deposit (refundable) | |
| Hire Fee | |
| Less Facilities Rental Grant (if applicable) | |
| Total Fees Payable | |

DEFINITIONS

'Council' means the City of Port Adelaide Enfield.

'Permit Holder' means the person named as the 'Permit Holder' in the Permit and where the context allows, includes the employees, contractors, agents, customers and other invitees of the Permit Holder.

'Facility' means the Council premises identified as the 'Facility' in the Permit.

'Booking request' means a written request to hire the Facility by the Permit Holder or any person acting on the Permit Holder's behalf in the form prescribed by the Council submitted on line or in hard copy to the Council.

'Damage' includes loss arising from destruction or damage to the Facility or any part thereof and/or to any Council property located at the Facility and includes property that is lost or stolen.

'Permit' comprises the following documents:

- Booking Request;
- Permit Approval;
- General Conditions of Hire; and
- Special Conditions of Hire (if any).

'Activity Period' means dates and times specified in the Permit during which the Permit Holder is authorised to Hire the Facility.

'Special Conditions of Hire' means the special conditions (if any) set out in the Permit.

'Written confirmation' includes hard copy or email communication.

'Amenities building' means a change room building located on the land comprising the Facility which may also include toilets.

1. GENERAL PERMIT CONDITIONS

- 1.1 The Permit Holder must be a natural person and must be eighteen (18) years of age or over. OR the Permit Holder, if a natural person, must be eighteen (18) years of age or over and if a corporate person, the signatory for the Permit Holder must be an authorised person who is eighteen (18) years of age or over.
- 1.2 The Permit is not transferable.
- 1.3 The Permit is valid only for the activity described on the Permit (the Activity) and for the dates and times specified in the Permit.
- 1.4 The Activity may only be undertaken in the location or locations specified in the Permit.
- 1.5 Pursuant to the above clause the Permit Holder understands that where a Permit is issued:
 - the Council does not warrant that its land is fit for the Activity; and
 - the Permit Holder undertakes the Activity at the Permit Holder's own risk.
- 1.6 The Permit is immediately cancelled by operation of this provision if the Permit Holder ceases to hold public liability insurance as required by clause 16.
- 1.7 The Permit is immediately revoked by operation of this provision if the Permit Holder fails to comply with any condition attaching to the Permit.
- 1.8 The Permit Holder must, at its own cost and expense, cooperate and comply with all reasonable directions issued by an authorised officer of the Council in relation to the Activity and/or the Permit Holder's use of Council land.
- 1.9 The Permit must be made available for inspection upon request by an authorised officer of the Council.
- 1.10 The Permit Holder must, at its cost and expense, comply with all applicable laws that apply to the Activity.
- 1.11 The Permit Holder must pay all fees, bonds and key deposits according to the payment terms prescribed within the Permit. Failure to make payment of the required amount within the timeframe specified in the Permit will result in the Permit not being issued or, if this has already occurred, in the immediate cancellation of the Permit.

Money paid towards the bond and any key deposit will be refunded within fifteen (15) working days of the conclusion of the Activity Period if:

 - 1.11.1 The Permit Holder has fulfilled all the Permit Holder's obligations under the Permit and has returned any keys; and
 - 1.11.2 In the case of bond money, where the Council is satisfied that there is no damage and that the Facility has been left in a clean and tidy state.
- 1.12 The Permit Holder must not cause, suffer or permit any damage to Council land or property whilst undertaking the Activity. The Permit Holder is liable to pay the Council the costs of making good any damage caused to Council land or property in connection with the Activity.

- 1.13 Unless expressly stated in the Permit, the Permit does not authorise the Permit Holder to make alterations to any Council land, including, any buildings, fixtures and fittings thereon.
- 1.14 Council retains the right to cancel the Permit at its absolute discretion, including in the event the Permit Holder contravenes any conditions of hire and in this event:
 - 1.14.1 The Council will refund fees to the Permit Holder (on a pro-rata basis where relevant); and
 - 1.14.2 The Permit Holder agrees to release the Council from any claim for damage, loss or costs incurred by the Permit Holder as a consequence of the cancellation.
- 1.15 In the event of any inconsistency between any Special Condition and the General Conditions, the Special Condition will prevail.

2. SPECIAL CONDITIONS

3. BOOKING REQUESTS & CANCELLATIONS

- 3.1 Any request to book a Council facility as part of the Permit Application must be received fourteen (14) or more days prior to the commencement of the activity. Booking Requests received less than fourteen (14) days prior to the commencement of the Activity will be accepted at the Council's discretion, subject to Council's operational capacity to process the Booking Request within the timeframe available.
- 3.2 The Permit Holder may cancel the Permit by giving written notice to the Council. If notice of cancellation of the Permit is received by the Council.
 - 3.2.1 Fourteen (14) or more days prior to the commencement of the Activity, any fees, bonds and/or key deposits paid shall be refunded and returned in full to the Permit Holder; or
 - 3.2.2 Less than fourteen (14) days prior to the commencement of the Activity, any bond and key deposits paid will be returned to the Permit Holder but any hire fees paid may be forfeited at the Council's discretion.

4. KEYS

- 4.1 Keys will be issued to the Permit Holder prior to the commencement of the Activity Period by arrangement with the Council where the Permit Holder has paid all applicable fees and charges.
- 4.2 Keys must be collected from Council Offices during normal business hours as agreed and must be returned within 48 hours of the end of the Activity Period, unless otherwise agreed with or directed by Council staff.

5. CARE AND USE OF FACILITY

- 5.1 The Permit Holder is authorised to use the Facility for the use stipulated in the Permit only.
- 5.2 The Permit Holder must leave the Facility in a clean and tidy condition at the end of the Activity Period. The Permit Holder is responsible for removing all rubbish from the Facility and ensuring all Council's equipment is stored in its proper place.
- 5.3 If the Facility is not left in a clean and tidy manner and additional cleaning is required to be undertaken by the Council, the Council will deduct the cost incurred in connection with such cleaning from the amount of the bond that is returned to the Permit Holder and if the bond is insufficient will bill the Permit Holder for any additional costs.
- 5.4 The Permit Holder agrees to indemnify the Council for any Damage that arises in connection with or as a result of the Permit Holder's use of the Facility.

- 5.5 The Council will determine at the end of the Activity Period whether Damage has occurred and if so, the Permit Holder is liable to pay for the remediation of it. The Council will deduct the necessary amount from the bond for the cost of making good any Damage and will bill the Permit Holder for any additional costs. This includes the approved area and approaching areas including all grassed and/or paved areas roads, footpaths and kerbs. If additional maintenance works outside of the Council's ordinary maintenance program for reserves is required to the Facility as a result of the Activity and/or the Permit Holder's use of the Facility the Permit Holder is liable to reimburse the Council's costs in connection with the additional maintenance works.

6. SECURITY

The Permit Holder is responsible for the security of the Facility and the Permit Holder's property during the Activity Period. Depending upon the use permitted by the Permit, the Council may require a Council security officer to be present for the duration of any event held during the Hire Period, the costs of which will be borne by the Permit Holder.

7. PERMIT HOLDER CONDUCT

- 7.1 The Permit Holder must at its cost and expense, comply with all applicable laws (including but not limited to the *Food Act 2001*, the *Environment Protection (Noise) Policy 2007* and the Council's *By-Law No. 3*) relating to the Permit Holder's use of the Facility.
- 7.2 The Permit Holder must, at its own cost and expense, cooperate and comply with all reasonable directions issued by a Council employee in relation to the Permit Holder's use of the Facility, including (but not limited to) a direction to remedy a breach of the Permit . Failure to comply with a Council direction may result in the immediate cancellation of the Permit.
- 7.3 The Permit Holder must ensure that at all times; the use of the Facility is monitored and supervised by a sufficient number of persons over the age of eighteen (18) years.
- 7.4 For the purposes of clause 7.3, a 'sufficient number' is to be determined having regard to the nature of the use of the Facility and the number of minors participating.
- 7.5 Where applicable, all equipment and furnishings shall be stacked away in designated storage spaces, except where approved or instructed by Council. The Permit Holder must ensure that all of the Permit Holder's property brought onto the Facility is removed at the end of the Activity Period. The Council is not liable and does not take responsibility for any property left at the Facility.
- 7.6 The Permit Holder must not:
- 7.6.1 Carry on or allow to be carried on any offensive, unlawful or dangerous activities at or from the Facility or create a nuisance or disturbance either for the Council or for the owners or occupiers of any adjoining premises; and
 - 7.6.2 Store any of the Permit Holder's furniture or other equipment at the Facility without prior approval from the Council.

8. STRUCTURES

- 8.1 Spikes or stakes must not be driven into the ground without prior permission from Council.
- 8.2 Shelters and tents must not be erected or placed in a manner that excessively obstructs the views of other persons using a reserve or otherwise unreasonably interfere with the use of

a reserve by any other person. Ropes on the ground must be highlighted with warning containment tape.

- 8.3 Pegs must not to be used to anchor any shelters; however weights are permitted for this purpose and must be highlighted accordingly.
- 8.4 All structures erected at the Facility must be continuously monitored, particularly in extreme weather conditions.
- 8.5 All umbrellas shall be suitably anchored to prevent 'wind lift off' and will be in a safe condition with no protruding spines/spikes.

9. VEHICLES

- 9.1 No vehicle may be driven upon or over any part of a reserve other than upon an area designated for this purpose.
- 9.2 No vehicles may be parked or stopped upon any portion of a reserve, other than in an area clearly designated for the parking of vehicles, without the prior approval of Council. Any such approval may be specified in the Permit Approval.
- 9.3 A person who parks a vehicle on a reserve other than in an area clearly designated for the parking of vehicles without Council approval may be expiated for an offence under regulation 66 of the *Road Traffic (Miscellaneous) Regulations 2014*.

10. FIREWORKS

A separate application to Council in writing by a licensed pyro technician is required for any fireworks displays. Applications must be made no less than thirty (30) days prior to the commencement of the Activity Period.

11. LPG HEATERS, BBQS & OPEN FIRES

- 11.1 Barbecues and heaters are permitted on the Facility and in the case of barbecues not inside any building. Barbecues must be operated by a competent adult and comprise safe gas temperature controls, hoses and regulators.
- 11.2 Notwithstanding anything in the Permit, the Permit Holder must not bring an LPG cylinder onto the Facility where more than ten (10) years have passed since the stamp test date marked on the cylinder.
- 11.3 All barbecues and heaters on the Facility must be located on level ground away from flammable sources and sheltered from wind.
- 11.4 Open fires are strictly prohibited on or at the Facility.

12. AMENITIES BUILDINGS

- 12.1 Use of Amenities Building is not exclusive to the Permit Holder and the Council may permit a number of perrons to access and use Amenities buildings at any one time. If the Permit Holder has access to Amenities Buildings at the Facility the Permit Holder must respect the use of the Amenities Buildings by any other person during that time.
- 12.2 The Council may allocate the Permit Holder a specific time specified in the Permit Approval during which amenities buildings or any part of them may be used by the Permit Holder. The Council reserves the right to vary the allocated time as necessary and where this occurs will notify the Permit Holder of the new allocated time.

- 12.3 The Permit Holder must ensure that no more than the maximum number of persons as specified in the Permit Approval use the amenities buildings at any one time.
- 12.4 The following acts are prohibited in respect of Amenities Buildings:
- smoking
 - preparation of food other than in a kitchen;
 - fixing nails, screws or other contrivances in or about the building;
 - use of confetti or similar at the Facility;
 - alterations to electrical installations;
 - subletting the building or any part thereof and
 - storage of alcohol, other beverages and/or food.

13. ALCOHOL

13. The consumption of alcohol at the Facility is permitted subject to the Permit Holder complying with the requirements of the *Liquor Licensing Act 1997*. Where a licence is required to be obtained by the Permit Holder in connection with the supply or sale of liquor at the Facility, the Permit Holder must provide a copy of the licence to the Council prior to the commencement of the Activity Period. The licence is obtained from Consumer and Business Services SA website: www.cbs.sa.gov.au
- 13.2 Alcohol should be served in non-glass containers and patrons' consumption of alcohol must be continuously monitored by the Permit Holder.
- 13.3 Consumption of Alcohol is not permitted in a Council designated Dry Zone. Please refer to Council's website for Dry Zone locations. www.cityofpae.sa.gov.au

14. AMUSEMENT STRUCTURES

Amusement rides, or similar structures are strictly prohibited and must not be brought on to the Facility without the prior approval of Council. Such approval may be specified in the Permit Approval and subject to any special conditions that the Council sees fit to impose.

15. INDEMNIFICATION & RELEASE

- 15.1 The Permit Holder indemnifies the Council against all actions, liabilities, penalties, claims or demands for any loss, damage, injury or death incurred or suffered directly or indirectly as a result of or in connection with any act or omission of the Permit Holder or the Permit Holder's use of the Facility.
- 15.2 The Permit Holder releases the Council from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death arising as a result of or in connection with the Permit except to the extent that they are caused by the Council's negligence.

16. PUBLIC LIABILITY INSURANCE

Depending on the use permitted under the Permit, the Hirer may be required to take out and keep current during the Activity Period public liability insurance in the amount of ten million dollars (\$10,000,000) per claim or any other amount specified by the Council. In this case the Permit Approval will not be issued until such time as evidence of the Hirer's public liability insurance policy is provided to the Council.

SIGNED FOR AND ON BEHALF OF THE PERMIT HOLDER

I acknowledge that I have read and understand the conditions of the Permit for activities on Local Government Land and agree to abide by and be bound by the said conditions.

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| Signature: |
| Name: |
| Organisation: |
| Date: |

SIGNED FOR AND ON BEHALF OF THE COUNCIL

The Application for a Permit to undertake activities on Local Government Land is hereby approved and is being issued in accordance with Section 202 of the Local Government Act 1999, By-Law No. 3, subject to the General Permit Conditions and the Special Conditions specified in this Permit.

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|------------|
| Signature: |
| Name: |
| Position: |
| Date: |