

Pursuant to City of Mount Gambier By-Law No 2, 3 and 4

Applicant Details			
Trading Name:			
Contact Name:			
Postal Address:			
Phone Number:		Email:	

Details of Activity			
If your activity has more than 100 people and/or any structures you may require a Special Event Permit. Please refer to Council website for guidelines or call 8721 2555			
Advertising/Canvassing	Badge Day	Display of Banners	Fundraising
Raffles/BBQs	Sporting Activity	Access over Council Land	Moveable Sign
Fireworks	Use of Drones	Wedding Ceremony	
Other _____			

Purpose Type	Individual	Business	Non for Profit
Describe in detail your Activity (i.e amount of people attending or equipment):			
Street Address or Location:			
Date/s of Activity:			
Hours of Activity:			
Key Required for access:			

Does your Activity include Food or Beverage?	Yes	No	If yes, FBN Number _____
Traffic Management - Will the use prohibit or interfere with the public's access to the Council road or land (i.e road, footpath, or park/reserve) <div> Yes No </div>			
If yes, provide full details:			
Please note a Works on Public Road or Footpath Permit may be required			

Public Liability Insurance	
Please tick one of the following:	<input type="checkbox"/> As an individual <input type="checkbox"/> As a club, group or companies

Permit Requirements
New Application – Copy of current Public Liability Insurance (\$20 Million)
Renewal Applications – Current copy of Public Liability Insurance already provided
A site plan including placement of equipment being used

Declaration			
I hereby acknowledge, understand and agree to comply with all conditions relating to this permit. I further agree that this permit will be revoked upon any breach of the conditions.			
Applicant's Signature			
Name:			
Signature:		Date:	

We endeavour to support all requests, however in some instances the proposed use of Council land may not be deemed appropriate and therefore may not be approved.

Approved by Authorised Officer			
Authorisation Approved by:	Approved	Declined (refer below comments)	
Name:			
Signature:		Date:	
Position:			

Additional Conditions/Comments:

Standard Permit Conditions
1. Activity
Subject to these Standard Permit Conditions and the Special Conditions of the Permit Schedule (if attached), the Permit authorises the Applicant or Applicants named, to undertake the activities described and at the times and dates specified. Where the activity is for a business purpose, this Permit constitutes approval of the Council under section 200(1) of the Local Government Act 1999.
2. Permit Area
The Permit authorises the Permit Holder to carry out in the Permit Area the Activity described in Location of Activity.
3. Nature of Permit
<p>The Permit does not take effect until:</p> <ul style="list-style-type: none"> the Permit has been approved and signed by both the Permit Holder and Council and a copy returned to the Permit Holder; and the Permit Holder has as required by clause 6 provided a copy of a current certificate of public liability insurance for the sum of \$20,000,000. <p>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 <i>Local Government Act 1999</i> or any other legislation.</p> <p>The Permit is personal to the Permit Holder and is not transferrable.</p> <p>The Council may vary the Permit Conditions at any time by notice in writing to the Permit Holder</p>
4. Term, Expiry & Renewal
<p>The Permit expires on the earliest of the following dates:</p> <ul style="list-style-type: none"> the expiry date as specified in the Permit; the date that the Permit Holder ceases to hold appropriate insurance policy as required by clause 6; or <p>There is no automatic right of renewal of this Permit. Upon its expiration, the Permit Holder may make application for a new Permit, which may be granted at the Council's absolute discretion, subject to compliance with the public consultation requirements under the Act.</p>
5. Revocation
<p>The Council may, by written notice to the Permit Holder, revoke this Permit:</p> <ul style="list-style-type: none"> upon any breach of the Permit Conditions by the Permit Holder; or where the Council considers that the Permit Area is no longer suitable for the Activity;
6. Insurance
<p>The Permit Holder must, unless this requirement is waived by the Council, take out and maintain throughout the term of the Permit a public liability policy that:</p> <ul style="list-style-type: none"> 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 Activity; and bears the endorsement of the insurer indicating the insurer accepts the indemnity given by the Permit Holder under the Permit. <p>Failure to maintain insurance as required by this clause is a breach of this Permit.</p>
7. 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 Activity and/or the actions or omissions of the Permit Holder and/or any person acting on the Permit Holder's behalf.
8. Permit Holder's Obligation
<p>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 compliance with the Permit Holder's obligations under the <i>Environment Protection Act 1993</i>;</p> <p>The Permit must be made available at all times whilst the permitted activity is being conducted on the Permit area.</p> <p>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 Activity.</p> <p>The Permit Holder must ensure the Permit Area is left in a clean and tidy state and is free from rubbish.</p> <p>The Permit Holder is responsible for the health and safety of all persons attending the Permit Area in connection with the Activity.</p> <p>At all times in undertaking the Activity, the Permit Holder must:</p> <ul style="list-style-type: none"> ensure that all persons attending the Permit Area in connection with the Activity do not conduct themselves in a manner that would give rise to a breach of the Permit; ensure that the activities undertaken in connection with the Activity do not unreasonably interfere with the enjoyment of and use of the Permit Area by other members of the public; not cause the Activity to be undertaken during adverse weather conditions that would endanger the health and safety of any person on or in the Permit Area; not create any noise that unreasonably disturbs other persons within the Permit Area and/or adjacent residents or business premises;
9. Food Business Notification
All food businesses must be notified with a South Australian local government authority prior to operating in SA and must be able to provide their Food Notification Number to organisers. If an interstate business has not operated in SA before, they must complete a Food Business Notification form and return to Council prior to the event. Any enquiries in relation to this should be directed to Council's Environmental Health Officers.
10. 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.
11. Special Conditions
The Permit Holder must comply with all special conditions contained in the Permit Schedule (if attached) which special conditions prevail in the extent of any inconsistency with the Permit Conditions above.