

Please note: booking is not confirmed until form is completed in full, submitted and approved.

Applicant Details					
Business Name:					
Contact Person:					
Business Address:					
Postal Address:					
Phone:					
Fax:					
Email:					
ABN (if applicable):					
Proposed Trading Details					
Proposed Trading Location:					
Purpose Of Proposed Trade (eg. what will you be selling/trading etc):					
Equipment Requirements Or Equipment To Be Used (eg. table, chairs etc – if supplying your own equipment or food van please specify):					
Please note: The hirer must ensure that a clearway of 1800mm is maintained at all times for the safety of all pedestrians.					
Music (recorded or live):		Yes ☐	No ☐		
Will You Be Supplying Or Cooking Food?		Yes ☐	No ☐		
If Supplying Or Cooking Food, Have You Filled Out A Temporary Food Stall Application?		Yes ☐	No ☐		
If yes, please attach evidence if your business complies with the necessary requirements under the Food Act.					
Application forms and guidelines are available from Council if required.					
A Copy Of Your Public Liability Insurance Certificate For A Minimum Of \$20,000,000 (twenty million) is compulsory. Has This Been Supplied?		Yes ☐	No ☐		
Hire Fee:		\$			
Bond:		\$			
Proposed Trading Date/s and Time/s					
Date:		Start Time:		End Time:	
Date:		Start Time:		End Time:	
Date:		Start Time:		End Time:	
Date:		Start Time:		End Time:	
Agreement					
I acknowledge that I have read and understand the Permit Terms and Conditions, and agree to abide by these terms and conditions.					
The signatory has the authority to bind the hirer.					
Applicant's Signature					
Name:					
Signature:		Date:			

Terms and Conditions

For Trading on Rural City of Murray Bridge Council Land.

1 Insurance and Indemnification

- 1.1 The Permit Holder 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, damages, charges and expenses whatsoever which may be brought or made or claimed against them arising out of or in relation to the conduct of the activity.
- 1.2 The Permit Holder shall keep a current public liability risk insurance policy in the name of the Council and the permit holder insuring for the sum of \$20,000,000 (twenty million dollars) the Council and the Permit Holder against all actions, costs, claims, damages, charges and expenses whatsoever which may be made or claimed against the Council or the Permit Holder or both in relation to the activity.
- 1.3 The Permit Holder shall not commence the activity until evidence of such a public risk insurance policy is given to the Council. Such policy shall bear the endorsement of the Insurer indicating the Insurer accepts the indemnity given by the Permit Holder.
- 1.4 This Permit will not come into operation until proof of insurance has been provided to the Council.

2 Licence to Operate/Conduct Activity

- 2.1 The Permit Holder, where appropriate, shall ensure that it is licenced or registered to carry out the activity authorised by the issuing of this Permit.
- 2.2 The Permit Holder shall comply with and give all notices required by any Act of Parliament, Ordinance, Regulation or Bylaw relating to the activity.
- 2.3 The Permit Holder will not sell any alcohol on Council land without first obtaining the written permission of Council.
- 2.4 This Permit does not negate any responsibility to obtain any approval necessary under the Liquor Licensing Act (1997).
- 2.5 Food sellers must meet notification requirements of the food safety legislation, the form is online at www.fbn.sa.gov.au or available through Council.

3 Site Damage and Litter

The Permit Holder is to ensure that no damage is caused to Council land. In the event of any damage to Council land, remediation or re-vegetation works must be undertaken to the satisfaction of Council. In the event that the permit holder fails to undertake remediation or re-vegetation, or the remediation or re-vegetation is considered inadequate in any way, Council reserves the right to recover the cost of this work from the Permit Holder. The Permit Holder will ensure that the site is left in a neat and tidy condition, including removal (where public bins are full or are not provided) of all litter associated with the activity, otherwise a charge will apply.

4 Surface and Underground Services

Permit Holders are required to seek advice from the Group Leader Open Space regarding locating surface-placed and underground services such as water pipes before erecting any structures (including marquees or tents) on reserves, or commencing any activity that may interfere with any surfaces.

4 Surface and Underground Services continued...

Tent pegs or any other object that goes beneath the ground surface shall not be placed closer than one (1) metre to any located underground service. If pegs or other objects are placed less than one (1) metre from the location given, or if no location information is obtained, any costs to repair any damage done to a service shall be borne by the Permit Holder.

5 Vehicular Access and Parking

The Permit Holder will comply with all Council regulations and requirements in relation to vehicular access and parking.

6 Risk Management

6.1 The Permit Holder is to ensure their permitted activity is undertaken in a manner that minimises risk to those directly involved, other members of the public in the vicinity and any flora in the area.

6.2 The Permit Holder must take particular care where they occupy a site beside a public walkway or road to ensure no reduction of safety or access to passing pedestrian or vehicular traffic.

6.3 Council is to be advised immediately if any damage occurs in the permit period.

7 Revocation and Transfer of Permit

7.1 This Permit is liable to be revoked immediately (without written notice) by Council if the Permit Holder fails to comply with a condition of this Permit.

7.2 Council reserves the right to revoke this Permit at any time by notice in writing to the Permit Holder.

7.3 This Permit is not transferable.

8 Signage

8.1 No signs or advertisements, either fixed or temporary are to be placed on or attached to Council's land in respect of the Permitted activity, without the written consent of Council.

8.2 No signs or advertisements, either fixed or temporary are to protrude above the roof of the Permit Holder's vehicle.

9 Hours Of Operation

The Permit Holder may operate between the hours of 9.00am and 7.00pm on permitted days. Where hours beyond these are sought, prior Council approval must be obtained.

Office Use Only

Hire Approved:	Yes ☐	No ☐
Invoiced:	Yes ☐	No ☐
Invoice Number:	Yes ☐	No ☐
Hire Fee Paid:	Yes ☐	No ☐

Staff Member's Approval Signature

Name:			
Signature:		Date:	