



EVENT APPLICATION FORM

Stall Holder Permit

APPLICATION INFORMATION

ENQUIRIES AND APPLICATION FORMS TO:

Renmark Paringa Visitor Information Centre

84 Murray Avenue, Renmark SA 5341

Phone: 08 8580 3060

Fax: 08 8586 5444

Email: tourist@renmarkparinga.sa.gov.au

OVERVIEW:

The purpose of this Stall Holder Application Form is to assist the Renmark Paringa Council in assessing events planned on Public or Council controlled land. To ensure relevant legislation is taken into consideration by event organisers of the particular activity they are undertaking. Section 200 of the *Local Government Act 1999 and/or By-law 2, Local Government Land*

PROCEDURE:

This form registers your intention to plan and organise a Stall on Council land. Your application will be individually assessed and availability of dates requested will be cross referenced with our events register. If all elements of your application have been met to a satisfactory standard, approval will be granted. Before proceeding with your Stall, a hard copy of your Permit must be received by Council and any fee payment required is to be made at least 14 days before the event.

Stall Holder Application Forms must be submitted at least **six weeks** prior to the event.

Any assistance in completing this form can be directed to Council's Event Management Team at the Renmark Paringa Visitor Information Centre on 08 8580 3060.

SECTION 1: APPLICANT DETAILS

Full Name of Applicant:		
Address of Applicant:		
Telephone:	Work/home:	Mobile:
Business Name (if any):		
Business Address:		
Business Telephone:		

SECTION 2: PERMIT DETAILS

Description of Activity for which a permit is sought:

Proposed Location of Activity:



SECTION 3: APPLICANT ACKNOWLEDGEMENT

I/We agree and acknowledge that:

- I/we have made application for a stall permit on Local Government land;
- the above information is true and correct;
- I/we have read, understand and agree to be bound by the Permit Terms & Conditions set out herein including in relation to the payment of any applicable fee; and
- a copy of a current certificate of public liability insurance for a sum of \$20,000,000 (twenty million dollars) in respect of a policy that complies with the requirements of clause 7 of the Permit Terms & Conditions is attached.

Print your full name:

Position Held:

Signature:

Date:

SECTION 4: STALL HOLDER PERMIT TERMS & CONDITIONS

1. Permitted Use

The Permit authorises the Applicant named above (the '**Permit Holder**'), in connection with the Business named above (if any), to undertake the activity described in **Item 1** of the Permit Schedule (the '**Permitted Use**'), subject to these terms and conditions.

2. Permit Area

The Permit applies in relation to the area or areas described in **Item 2** of the Permit Schedule (the '**Permit Area**') only.

3. Nature of Permit

3.1. The Permit does not take effect until:

3.1.1. the Permit has been approved and signed by the Council and a copy returned to the Permit Holder; and

3.1.2. all applicable Permit fees have been paid by the Permit Holder; and

3.1.3. the Permit Holder has provided a copy of a current certificate of public liability insurance for the sum of \$20,000,000.

3.2. The Permit applies in relation to the times set out in **Item 3** of the Permit Schedule only.

3.3. 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 *Local Government Act 1999* or any other legislation.

3.4. The Permit is personal to the Permit Holder and is not transferrable.

3.5. The Council may vary the Permit Conditions at any time by notice in writing to the Permit Holder.

3.6. Where the Permitted Use constitutes an activity that is regulated under a Council By-law, the issue of this Permit is taken to be a grant of permission issued pursuant to the Council's Permits and Penalties By-law

4. Expiry

Subject to clause 6, the Permit expires on the earliest of the following dates:

4.1. the date specified in **Item 4** of the Permit Schedule;

4.2. the date that the Permit Holder ceases to hold an insurance policy as required by clause 7; or



4.3. the date that the Permit Holder, by notice in writing to the Council, surrenders this Permit.

5. Permit Fee

5.1. The Permit Holder shall pay the Permit Fee stipulated in **Item 5** of the Permit Schedule.

5.2. The Permit Fee is payable in full by the Permit Holder within 14 days of the Council issuing a tax invoice to the Permit Holder.

6. Revocation

6.1. The Council may, by written notice to the Permit Holder, revoke this Permit:

6.1.1. upon any breach of these Terms and Conditions by the Permit Holder; or

6.1.2. where the Council considers it is necessary to do so in the interests of public safety or for the purposes of undertaking Council works in the Permit Area.

6.2. In the event the Permit is revoked by the Council prior to its expiration for a breach of these Terms and Conditions or, the Permit Holder ceases undertaking the Permitted Use in the Permit Area (for any reason whatsoever), there shall be no adjustment, reduction or refund by the Council of the Permit fees paid by the Permit Holder.

7. Insurance

7.1. The Permit Holder must take out and maintain during the term of the Permit a public liability insurance policy for a minimum amount of twenty million dollars (\$20,000,000.00) per claim.

7.2. The policy must be in respect of injury, loss or damage occurring in connection with the Permit Holder's use and/or occupation of the Permit Area and must note the Council's rights and interest as owner of the Permit Area and the indemnities provided by the Permit Holder in favour of the Council.

7.3. The Permit Holder must provide a copy of the Permit Holder's current certificate of insurance evidencing compliance with this clause within 24 hours of a request by the Council.

8. Indemnity

8.1. As a continuing obligation and except to the extent caused by the Council's negligence, 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 or otherwise incurred by the Council arising out of or in relation to the Permit having been issued by the Council and/or the actions or omissions of the Permit Holder and/or any person acting on the Permit Holder's behalf.

9. Permit Holder's Obligations

9.1. 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.

9.2. The Permit must be made available for inspection upon request by a Council officer.

9.3. 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 Permit Holder's use of the Permit Area for the Permitted Use.

9.4. All structures and furniture used in connection with the Permitted Use must be positioned in accordance with any written directions issued to the Permit Holder by the Council.

9.5. The Permit Holder must ensure that following the Permit Holder's use of the Permit Area, it is left clean and reinstated to the Council's satisfaction. Where, upon inspection of the Permit Area, the Council is required to undertake cleaning and/or tidying of the Permit Area due to the Permit Holder's failure to comply with this clause, the Permit Holder will



be liable to reimburse the Council for the cleaning and/or tidying costs incurred by the Council.

- 9.6. The Permit Holder must, at all times when using the Permit Area for the Permitted Use, maintain the Permit Area in a clean and tidy state that is free from rubbish.
- 9.7. The Permit Holder must not cause any unreasonable disturbances or nuisance to users of land adjacent to the Permit Area.

10. Special Conditions

The Permit Holder must comply with all special conditions contained in **Item 5** of the Permit Schedule (if any) which special conditions prevail in the extent of any inconsistency with the Permit Terms & Conditions above.

11. Council Works & Other Events

The Council retains the right to restrict public access to the Permit Area as it deems necessary and otherwise to 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.

SECTION 5: OFFICE USE ONLY - STALL HOLDER SCHEDULE

ITEM 1	
Permitted Use:	
ITEM 2	
Permit Area:	
ITEM 3	
Permit Times:	
ITEM 4	
Expiry Date:	
ITEM 5	
Permit Fee:	
ITEM 6	
Special Conditions:	



SECTION 6: OFFICE USE ONLY – PERMIT/COUNCIL APPROVAL

Name of Permit Holder	
Synergy Record No.	
Permit Approved	<input type="checkbox"/> Yes <input type="checkbox"/> No
Fee/s Payable	<input type="checkbox"/> Yes <input type="checkbox"/> No
Fee – Specify	\$
<u>Signed on behalf of Renmark Paringa Council:</u>	
Name	
Position	
Address	Renmark Paringa Visitor Information Centre 84 Murray Avenue Renmark SA 5341
Phone	08 8580 3060
Email	tourist@renmarkparinga.sa.gov.au
Signature	
Date	