

## APPLICATION FORM

# RENEWAL OF PERMIT: TRADING IN PUBLIC PLACES

RENEWAL DETAILS				
Alfresco Dining		Stationary Trading		Other Permit
APPLICANT DETAILS				
Name of Permit Holder				
ABN				
Premises Address		Suburb	Postcode	
Postal Address (if different)		Suburb	Postcode	
Email Address				
Contact Number				
Mobile Food Trailer Registration (if applicable)				
Trading Locality				

Note: A new "Application for Trading in Public Places" Form must be submitted for any changes to your materials, activity/ operations and/ or permitted area.

DECLARATION			
<p>I declare as the Applicant, all the information supplied on this form is true and correct.</p> <p>I have read and understood the Terms &amp; Conditions attached.</p> <p>I have attached a copy of my certificate of currency to the value of \$20 million dollars.</p> <p>I understand that the City of Kalgoorlie-Boulder accepts no responsibility for injury or liability.</p>			
Signature		Date	

Fees: As indicated in the City's Schedule of Fees and Charges

Account: 322000

## TERMS & CONDITIONS

### **PUBLIC RISK INSURANCE REQUIREMENT:**

The permit holder shall have a public liability insurance policy with a reputable public insurance office, noting Council as an interested party, with cover of not less than **twenty million dollars (\$20,000,000.00)** in respect of any one event, to provide indemnity in respect of both injury to persons and damage to property in the usual terms and such policy to include (but without limiting the generality of the foregoing) loss or damage to property not owned by the permit holder but under the physical or legal control of the permit holder and contractual liability and such other risks (if any as the Council might reasonably nominate at the time of granting of the permit).

The Council shall be advised directly by the Insurance Company of any changes to the Policy.

### **CLEANING:**

- Cleaning of the trading area during and after use in accordance with the *Food Act 2008*, *Food Regulations 2009* and the *Food Standards Code*.
- Remove food, scraps, wrappings or other litter generated by the trading in accordance with the *Food Act 2008*, *Food Regulations 2009* and the *Food Standards Code*.
- Where trading does not involve food sales, the general trading area is to be kept clean and tidy to Council's satisfaction.

### **THE PERMIT HOLDER SHALL NOT:**

- (i) In the conduct of trading, employ or use more than the number of assistants specified in the permit;
- (ii) Transfer, assign or otherwise dispose of the permit except to a transferee approved under the by-law;
- (iii) Trade in, or permit trading in, any goods or services other than those specified in the permit;
- (iv) Cause, permit or suffer any nuisance to exist or continue at or adjacent to the place of trading;
- (v) Place any advertisement, poster, streamers or signs on any stalls or in the general area of the place of trading, except as may be specified by the council in the terms of the permit;
- (vi) Make use of any loud-hailer, microphone or other method of noise-making in order to attract customers to the place of trading;
- (vii) Permit any record, tape or radio to be played at the place of trading.

### **FAILURE TO COMPLY:**

- Failure to comply with the conditions of this contract will result in the permit being revoked within 24 hours of notice.
- The Council will clean the area or arrange for the area to be cleaned at the permit holder's expense.
- The Council is not responsible for loss of earnings if it has to invoke any section of the cleaning contract.
- If the permit is revoked, the balance of the permit fee shall be refunded after deducting reinstatement costs. If these costs are in excess of the permit fee, the balance shall be claimed from the licensee.