



DISTRICT COUNCIL OF KIMBA

Application for Permit

Mobile Food Vending Business

Permit to use public roads for business purposes, Section 222, *Local Government Act 1999*

Item 1. Permit Holder

Company Name:			
Contact Name:			
Postal Address:			
Email:			
Phone Number:		Mobile Number:	

Item 2. Type of Activity

Conduct a Mobile Food Vending Business
Nature of Business (i.e. details of products sold):

Item 3. Permit Area

Details of roads where Permit Holder proposes to trade:	Note: Permit Hold must comply with the Council's Location Rules for Mobile Food Vending Businesses
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Item 4. Expiry Date

Commencement Date:		Expiry Date:	
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Item 5. Special Conditions

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Item 6. Permit Fee

A copy of Council's Schedule of Fees & Charges can be found on our website

I acknowledge that I have read, understood and agree to abide by the General Conditions including any additional conditions imposed by Council.

Signature: _____ Date: _____

DISTRICT COUNCIL OF KIMBA

Permit for Mobile Food Van

General Conditions of Permit

All public roads in the Council area are vested in the Council. The Council grants this Permit to authorise the Permit Holder to use public roads for business purposes subject to the general and any special conditions stipulated below.

1. Type of Activity

The Permit authorises the Permit Holder to use public roads for business purposes as described in Item 2 as "Type of Activity" above ("the **Activity**"), subject to these general conditions and any special conditions that may be notified in writing to the Permit Holder by the Council from time to time.

2. Permit Area

The Permit applies only in relation to the portion of public road adjacent to the Land described in Item 3 above as "Permit Area" ("the **Road**").

3. The Permit Holder

Where the Permit Holder is two or more persons, the Permit Holder's liability and obligations hereunder shall be joint and several and the conditions of this Permit shall be construed accordingly.

4. Nature of Permit

4.1 This Permit does not take effect until:

- 4.1.1 the Permit Holder has paid the Permit Fee stipulated in Item 6 above (if any) or (where relevant) the first monthly instalment;
- 4.1.2 a copy has been signed by the Council and issued to the Permit Holder; and
- 4.1.3 the Permit Holder has provided the Council with a copy of the Permit Holder's certificate of insurance evidencing compliance with the Permit Holder's obligations under clause 7.

4.2 For the avoidance of doubt, nothing in this Permit:

- 4.2.1 confers any proprietary interest in or exclusive right to occupy the Road; or
- 4.2.2 restricts the Council from accessing the Road at any time or operates to fetter the exercise by the Council of any other regulatory or other function or power.

4.3 This Permit is personal to the Permit Holder and is not transferrable.

4.4 The Council may vary the general and/or special conditions that attach to this Permit by notice in writing to the Permit Holder.

5. Term, Expiry & Renewal

5.1 This Permit continues in force and expires on the earlier of the date:

- 5.1.1 specified in Item 4 above as the 'Expiry Date'; or
- 5.1.2 that the Permit Holder ceases to hold an insurance policy as required by clause 7; or
- 5.1.3 that the Permit Holder, by notice in writing to the Council, surrenders this Permit.

5.2 In the event that this Permit is cancelled or surrendered prior to its expiration, there shall be no adjustment, reduction or refund by the Council of the fees paid by the Permit Holder in connection with the Permit.

5.3 There is no automatic right of renewal of this Permit. Upon expiration of this Permit 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.

6. Indemnity & Release

6.1 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 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 connection with:

- 6.1.1 a breach of this Permit by the Permit Holder; and/or
- 6.1.2 the Permit Holder's use and occupation of the Road.

6.2 Except to the extent caused by the Council's negligence, the Permit Holder releases the Council and its employees, agents and contractors from all and any claims, demands, actions, suits, proceedings, losses and damages of any kind resulting from any loss, accident, damage, injury or death occurring as a result of the Permit Holder's use of the Road or the granting of this Permit.

7. Public Liability 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 ten million dollars (\$10,000,000.00) per claim.

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

8. Permit Holder's Obligations

- 8.1. The Permit Holder must, at the Permit Holder's cost and expense in all things, comply with all applicable laws and all reasonable directions of the Council in relation to the Permit Holder's use of the Road. This includes, but is not limited to complying with the requirements under:
- 8.1.1. the *Food Act 2001*; and
 - 8.1.2. the *South Australian Public Health Act 2011*; and
 - 8.1.3. the *Environment Protection Act 1993*; and
 - 8.1.4. the *Local Nuisance and Litter Control Act 2016*; and
 - 8.1.5. the *Motor Vehicles Act 1959* and *Road Traffic Act 1961*; and
 - 8.1.6. any law or legislative provision relating to electrical or gas installations or appliances; and
 - 8.1.7. any other relevant law or legislative provision relating to health, safety or the environment.
- 8.2. Whilst in occupation of the Road, the Permit Holder must:
- 8.2.1. at all times, comply with the Location Rules adopted by the Council (as may be amended from time to time) in respect of the location where the Activity is conducted;
 - 8.2.2. take all reasonable measures to protect any utility services, adjacent properties, existing structures (including, as relevant, kerb, gutter, paving, manhole lid, irrigation system, drainage infrastructure) from damage;
 - 8.2.3. keep the Area reasonably free of rubbish;
 - 8.2.4. not create or cause any unreasonable nuisance or disturbance (as determined by the Council_ either for the Council or for the occupiers of adjoining lands;
- 8.3. The Permit Holder must make good any damage that the Permit Holder causes to the Road or Council property in connection with the Permit Holder's use of the Road and, in the event the Permit Holder fails to do so, the Permit Holder is liable to pay the Council the costs of making good any such damage, which costs the Council may recover from the Permit Holder as a debt.
- 8.4. The Permit Holder must ensure that the operation of the mobile food vending business does not unduly interfere with:
- 8.4.1. vehicles driven on roads; or
 - 8.4.2. vehicles parking or standing on roads; or
 - 8.4.3. a parking area for people with disabilities (within the meaning of rule 203(2) of the Australian Road Rules); or
 - 8.4.4. public transport or cycling infrastructure (such as bus zones, taxi zones and bike lanes); or
 - 8.4.5. other road related infrastructure; or
 - 8.4.6. infrastructure designed to give access to roads, footpaths and buildings.

9. Trading other than on Roads

The Permit Holder may trade on land other than a road that is owned by the Council or under the Council's care, control or management ("**Local Government Land**") provided that the Permit Holder first obtains written approval from the Council to trade on that Local Government Land. A grant of approval under this clause is at the Council's absolute discretion and may be granted subject to any conditions the Council's sees fit to impose.

10. Cancellation

The Council may cancel this Permit for any breach of these conditions pursuant to section 225 of the *Local Government Act 1999*, by giving not less than one month's notice in writing to the Permit Holder (unless the Council determines that a shorter period should apply to protect the health or safety of the public, or otherwise to protect the public interest).

11. Special Conditions

The Permit Holder must comply with all special conditions contained in Item 5 above (if any) or that may be notified in writing to the Permit Holder from time to time, which special conditions prevail in the extent of any inconsistency with the general conditions stipulated herein.

Permit issued by the Chief Executive Officer under delegated authority

Signature: _____

Issue Date:

Fee Required: \$ _____

Fee Payable: PAID AT COUNTER / COPIED TO DEBTORS