



Stall Holders & Exhibitors Permit

Version No:	5.1
Reviewed:	Jan 2023
Next Review:	Jan 2024

APPLICANT DETAILS & PARTICULARS

Name: _____ for and on behalf of
(Name of individual making application)

Applicant Body: _____ *(hereinafter the permit holder)*
(Organisation, Business, Group)

Address: _____
(Postal Address)

Telephone: _____ **Email:** _____

Name of Event: _____ *(hereinafter the event)*
(Name of event/activity)

Location of Event: _____ *(hereinafter the location)*
(Location of event/activity)

Date(s) of Event: _____ *(hereinafter the date (s))*
(Date(s) of event/activity)

Between the hours of: _____ **and:** _____ *(hereinafter the period)*

Food/Drink will be sold: yes no **Music will be played:** yes no

Power provided by external supplier: yes no

I, on behalf of the permit holder, hereby make application to the District Council of Kimba to undertake the above event/activity at the location detailed, on the specified date(s) and during the specified period(s). In signing, I acknowledge that I have read and understand the permit conditions contained herein and agree to abide by the said conditions.

Name Signature of Applicant Position Dated

The issuing of this permit is subject to:

- A. The permit holder agreeing to the **General Conditions** of the permit as contained herein.
- B. The permit holder agreeing to any/all **Special Conditions** which the Council may determine & attach to the permit, which will prevail over the General Conditions to the extent of any inconsistency.
- C. The permit holder providing a copy of all appropriate insurances as required by either the General or Special Conditions of the permit.
- D. A copy of this document signed by the Council has been returned to the permit holder.



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GENERAL CONDITIONS:

1. The permit holder agrees to indemnify and keep indemnified the Council, its employees and/or agents against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against them or any of them arising out of or in relation to the issuing of the Permit or arising out of breach of any condition attaching to the Permit.
2. If the event is for more than one day, the permit holder shall take out and keep current a public liability policy of insurance for the recommended sum of twenty million dollars (\$20,000,000) in respect of any negligent act or omission of the permit holder in relation to any activities under the permit.
3. The permit holder must provide confirmation of insurance to the Council. Such policy shall bear the endorsement of the insurer indicating that the insurer accepts the indemnity given by the permit holder.
4. The permit holder, where appropriate, shall ensure that it is licensed or registered to carry out the activity authorised by the issuing of this permit.
5. This permit is not transferable.
6. The permit holder shall comply with applicable laws and also give all notices required by any legislation relating to the activity under the Permit.
7. No food or drink (including Alcohol) will be offered for sale by the permit holder without the prior written approval of the Council.
8. No music system or amplified sound is to be used by any permit holder without the prior approval of the Council.
9. Stall and exhibitor sites will be allocated by Council or its delegate and no allocated sites may be altered without the approval of the Council or its delegate.
10. The permit holder shall ensure that its site or sites are left in a clean and tidy condition at the end of the event. Failure to do so may result in cleaning fees being charged.
11. The use of any power by permit holders shall not exceed that agreed to and approved by the Council.
12. This permit may be revoked by Council if the permit holder fails to comply with a condition of the permit and may be revoked in any other justifiable circumstance.
13. This permit will not come into operation until proof of the appropriate insurance has been provided to the Council and a copy of this document, signed by the Council has been returned to you.
14. The Council and the permit holder acknowledge and agree that this Permit contains and represents the entire agreement reached between them with regard to its content and that no promises, representations or undertakings, other than those contained in this Permit, were made or given or relied upon.

STALL HOLDER GUIDELINES - for Groups & Organisations:

- a. Only one charity or organisation per day will be issued with a permit from the District Council of Kimba to undertake stall holder activities on footpaths within the township of Kimba;
- b. Fundraisers that involve the sale of food products or goods that are generally available for sale within Kimba’s shops will only be held at the Memorial Gardens or the Post Office in High Street;
- c. Any one group or organisation will be entitled to no more than one permit in any calendar month;
- d. A minimum distance of five (5) metres **must** be maintained between the location of the stall and the entry to any business premises unless otherwise agreed with the business owner/operator prior to the stall being set up;
- e. Any group or organisation that receives a permit from Council **must** notify the owner and/or operator of any business they intend setting up outside of, prior to holding a stall in front of their premises;
- f. Stall operators **must** ensure that an appropriate, unobstructed and safe access on the footpath adjacent to their stall be maintained at all times during the stall’s operation.

AUTHORISATION:

Insurance Cover Attached: YES / NO

Permit: APPROVED/DENIED

Date: _____

Name: _____

Position: _____

Signature: _____