

## **Commercial Recreation Foreshore Activity Permit**

### **Permit Conditions\***

#### **Application of Interest**

1. Suitably qualified commercial recreation operators seeking to conduct activities at foreshore locations within the City of Melville (the City) must complete the prescribed application form and agree to comply with these Permit Conditions.
2. Operators must obtain, maintain, and provide the following documentation upon request by the City:
  - a. A current Provide First Aid certification
  - b. A current business registration certificate
  - c. Proof of appropriate qualifications and/or registration with a relevant peak body.
  - d. Certificate of currency for professional indemnity and public liability insurance.
  - e. A current Working with Children Check (if applicable)
  - f. Any other relevant permits, licences or certifications (e.g. Department of Biodiversity, Conservation and Attractions permit)
3. All permits are issued, managed, and regulated by the City.
4. Submission of an application does not constitute approval. Written approval and a permit will be issued by the City upon successful assessment of the application.
5. Cancellations must be submitted in writing no less than seven (7) days prior to the permit start date. Failure to do so may result in applicable fees being charged.

#### **Right to Refuse or Cancel**

6. The City reserves the right to refuse any application or cancel an existing permit at any time if, in its opinion, the applicant or the proposed activity contravenes the City's vision, values or fails to comply with these Permit Conditions.
7. The Operator will be notified of any refusal or cancellation in writing.

#### **Operations**

8. Any Operator found conducting activities without a valid permit may be subject to infringement penalties.
9. Operators may only deliver activities for which they are suitably qualified and which have been approved by the City.
10. Activities must only be conducted at the location(s) and during the times specified in the approved permit.
11. The City may issue permits for a maximum term of two (2) years. Operations may be conducted:
  - a. Seasonally – from 1 October to 30 May; or
  - b. Annually – from 1 October to 30 September.
12. The operational period will be specified in the issued permit.
13. Permit renewal or continuation of operations beyond the approved term is not guaranteed.

#### **Location/s**

14. The City will assess the suitability of proposed sites, based on factors including traffic management, parking, public safety, access to amenities, and other relevant conditions.
15. Restrictions on the number of Operators at a site may be applied. Preference may be given to the first applicant.
16. The City may approve multiple Operators offering similar services at the same location. The City does not regulate market competition.
17. Any scheduling or spatial conflicts between Operators at shared sites (e.g. timing or placement) are the responsibility of the Operators to resolve.
18. Operators must acknowledge and comply with any access restrictions at foreshore locations.
19. The City reserves the right to temporarily revoke access to an approved location for reasons including, but not limited to, community events, maintenance works, or other operational needs.
20. Operators acknowledge that the City may conduct unannounced site inspections at any time.

### **Charges**

21. Fees will be applied in accordance with the City's adopted Schedule of Fees and Charges.
22. All invoices must be paid within fourteen (14) days of issue. Failure to make payment within this timeframe may result in further action, including debt collection and/or legal proceedings.
23. Outstanding payments may affect the Operator's eligibility for future permit approvals or renewals.
24. Where a call-out by Community Safety Services or other City staff is required as a result of the Operator's actions, or in response to substantiated community complaints, the Operator may be charged a fee.

### **Limitations of the Permit**

25. The Operator is only permitted to conduct the approved commercial activity in accordance with their submitted application, the conditions of this permit, and any other relevant approvals, licences, or certificates issued by the City or other authorities.
26. The permit does not provide the Operator with priority access or exclusive use of the approved location, except for the designated permit vehicle space at Point Walter, Bicton, which is available only to the approved permit holder.
27. This permit does not authorise the Operator to use areas outside of the City's foreshore boundaries, such as river spaces or neighbouring land, which may require separate approvals.
28. The permit does not allow the sale of clothing, equipment, refreshments, or any other goods or products at the approved location.
29. The Operator must obtain and maintain all other necessary approvals, licences, and permissions required to operate their activity for the duration of the permit.
30. The permit is issued to an individual Operator and is not transferable or assignable without written approval from the City, in accordance with the permit conditions.

### **Responsibilities of the Permit Holder**

31. The Operator must ensure the approved permit is accessible during operations and presented upon request by an authorised City representative.
32. All equipment used in connection with the activity must be maintained in a safe and serviceable condition, and positioned to avoid interference with access ways, vegetation, wildlife, or any hazards to the public.
33. City assets (e.g., reticulation systems, benches, tables) must not be removed, altered, or interfered with. The Operator will be liable for any reinstatement or repair costs arising from such actions.
34. The operational area must remain clean, safe, and free of rubbish at all times for the benefit of all users, including the general public.
35. All equipment must be removed from the site at the conclusion of each activity session or day.
36. The Operator must not construct or authorise any structures, or alter any City-owned structures or vegetation, without prior written approval from the City.
37. The Operator and their staff must conduct themselves in a professional, respectful, and orderly manner at all times.
38. The Operator must ensure that noise generated does not unreasonably disturb other foreshore users or nearby residents.
39. The Operator is responsible for ensuring that all persons engaged in the operation (including staff, employees, contractors) comply with the permit conditions. Any breach by those individuals will be deemed a breach by the Operator, who will be held liable.
40. The Operator must comply with all verbal and written directions issued by the City.
41. Advertising signage, banners, or promotional materials must not be displayed or erected in public areas without prior written consent from the City.

### **Risk and Safety**

42. Prior to commencing any activity, the Operator must inspect the immediate area to identify any hazards. Where hazards are found, appropriate action must be taken to remove or mitigate them. If unresolved, the Operator must relocate the activity and promptly report the issue to the City.
43. The Operator conducts all permitted activities entirely at their own risk.
44. The Operator must always carry and maintain appropriate safety and first aid equipment during operations.
45. The Operator must implement and maintain effective risk management systems, strategies, and procedures to minimise foreseeable risks to participants, employees, the public, and the environment. The City may request evidence of these measures at any time.

### Indemnity and Liability

46. The Operator agrees to hold harmless and indemnify the City against any claim, demand, loss, damage, liability, cost, or expense arising from or related to the Operator's activities, acts, or omissions.
47. The City will not be held liable for any injury, damage, or loss suffered by the Operator, its staff, or participants resulting from the actions of third parties or from the City's failure to act in respect to the public space.

### Insurance

48. The Operator must maintain current public and professional liability insurance for no less than \$10 million throughout the permit period. This policy must:
  - a. Cover all activities permitted under this permit;
  - b. Be held in the name of the Operator;
  - c. Acknowledge the Operator's obligations under this permit, including indemnity to the City.
49. The Operator must provide proof of current insurance to the City upon request and ensure all premiums are paid on time and terms of the policy are met.

### Compliance

50. The Operator must comply with all relevant State and Commonwealth legislation, including (but not limited to):
  - a. Environmental Protection Act 1986
  - b. Environmental Protection (Noise) Regulations 1997
  - c. Health Act 1911

Further advice may be obtained from the City's Environmental Services.

51. The Operator must also comply with the City's Local Laws, available via the City of Melville's website.
52. Failure to comply with permit conditions or causing undue interference or disturbances may result in enforcement actions, including:
  - a. Modification of permit conditions
  - b. Issuance of improvement or infringement notices
  - c. Suspension or cancellation of the permit (with forfeiture of any fees paid)
53. Such actions will be at the discretion of the Manager Healthy Melville.

**\*All conditions are subject to change**