

## **Commercial Recreation Foreshore Activity Permit Permit Conditions\***

### **Application of Interest**

1. Suitably qualified commercial recreation businesses seeking to operate at City of Melville (City, hereafter) foreshore locations must complete the prescribed application form, accept and adhere to these Permit Conditions.
2. Operator's must arrange, pay, hold and provide when requested by the City:
  - i. Current provide first aid certification,
  - ii. Current business certificate,
  - iii. Registration with peak body or proof of qualification,
  - iv. Current certificate of currency for professional and public liability insurance (Refer to ....),
  - v. Current working with children (if applicable), and
  - vi. Any other relevant approvals, licences and certificates (i.e. Department of Biodiversity, Conservation and Attractions Permit).
3. All permits are managed and controlled by the City.
4. Submission of an application is not an approval of requested use. The City will issue the Operator with a written approval and permit card confirming their request.
5. Cancellation of application must be received, in writing, no less than 7 days prior to commencement of permit or charges may be imposed.

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

6. The City reserves the right to refuse an application or to cancel a permit at any time, if in the opinion the applicant or the activity contravenes the vision and values of the City or does not comply with the Conditions of Use.
7. Notification of refusal or cancellation will be provided to the Hirer in writing.

### **Operations**

8. Only commercial recreation businesses with approved City permit's may conduct their activities at our foreshore locations.
9. If a commercial recreation business is found operating without a permit the City will take action and may apply infringement charges.
10. Operators must provide only those activities for which they are suitably qualified for and have been approved by the City.
11. May only operate at the location/s and times specified by the City in the permit.
12. The City provides a maximum permit term of five years with operations conducted seasonally, 1 October to 30 May or annually, 1 October to 30 September.
13. Permit renewal or continuation of operations is not guaranteed at conclusion of the permit or operations period.

### **Location/s**

14. An assessment of the proposed sites suitability will be undertaken taking into consideration such factors as traffic management, parking, public safety, amenities and other factors.
15. Restrictions on the number of traders may be applied due to site suitability, preference will be given to the initial applicant.
16. The City may approve two or more similar traders at the same location. It is not the role of the City to restrict competition in general.
17. Any conflicts in approved sites (i.e. times and specific location operators are on site) are to be resolved by the Operators.
18. Operators are only permitted to operate their approved activities in the approved location during the days and times confirmed by the City.
19. Acknowledge and adhere to access restrictions at foreshore locations.
20. The City reserves the right to make any approved location unavailable for a set period of time for community events, for works to be undertaken at or near the location or for any other reason the City deems necessary.
21. Acknowledge that that the City reserves the right to conduct unannounced site visits at any time.



### **Charges**

22. Fees will be charged in accordance with the City's Schedule of Fees and Charges.
23. All accounts are to be paid within 14 days of receipt of invoice. If monies are not received within this time further action may be taken in the form of debt collection and/or legal action.
24. Arrears will impact on future permit and operational approvals.
25. Call outs for Community Safety Services or other council workers caused by the Operator, or resident complaints, may incur a fee to the Operator.

### **Limitations of the permit**

26. The Operator is only permitted to conduct the commercial activity in accordance with their submitted application, approvals issued by the City and any other relevant approvals, licences and certificates.
27. The permit does not give the Operator priority or exclusive use to access or conduct their activities at the approved location.
28. The permit does not authorise the Operator to use areas outside the City's foreshore boundaries (i.e. river use or neighbouring areas which may require separate approval).
29. The permit does not authorise the selling of clothing/equipment/refreshments or any other goods or products at the authorised location.
30. The Operator shall ensure that all other necessary approvals or permissions required have been obtained prior to commencing and are maintained for the duration of the approved activities.
31. Acknowledge that the permit is issued to an individual without a right of assignment of the permit unless approved by the City in accordance with these conditions of permit.

### **Responsibility of the permit holder**

32. The Operator must always carry the issued permit card whilst in operation.
33. All equipment required to operate the approved activity must be always kept in a safe and well-maintained condition.
34. Operations and equipment must not interfere or impede with, create a hazard or damage any vegetation or animals, or any access ways at the approved location.
35. City assets (i.e., reticulation, bench seating, tables etc.) are not to be removed or interfered with in any way. Any Operator found guilty of this will be charged for the reinstatement costs and/or repairs.
36. The area of operations is always well-maintained, safe and free from rubbish for all persons, including the public.
37. The Operator will remove all equipment from the site at the conclusion of each activity session and/or day.
38. The Operator must not construct or authorise the construction of any structure or make changes to any City structure or vegetation within the foreshore without the prior written approval of the City.
39. The Operator and staff must always conduct themselves in a proper and orderly manner.
40. Always have the issued permit available when operating and produce the permit to any authorised person when requested.
41. The Operator will not create any excessive noise that unreasonably disturbs other foreshore users and adjacent residents.
42. Ensure that all persons employed or engaged in relation to the Operations of the licence comply with the conditions of this permit and any other conditions or restrictions relevant to the Operations.
43. The Operator agrees that a breach by any employee, agent or contractor of the Operator of any conditions imposed upon the permit shall constitute a breach by the Operator and that the Operator shall be vicariously liable for such breaches.
44. The Operator shall comply with all verbal and written directions issued to it by the City.
45. The Operator shall not display or erect any advertising signage, and banners, temporary or otherwise on public areas without prior written consent from the City.

### **Risk and Safety**

46. Prior to commencing activities, inspect the immediate area to ensure no hazards are evident and take appropriate action to remove those hazards or alternatively relocate, without undue delay, report to this to the City.
47. The Operator agrees to conduct Operations entirely at the Operator's own risk.
48. The Operator shall always provide and carry appropriate safety and first aid equipment during all times of operation.
49. The Operator shall ensure that appropriate risk management systems, strategies and procedures are in place to minimise foreseeable risks to their customers, the environment, the Operator's employees, or other members of the public, and shall produce evidence of such systems, strategies and procedures if requested by the City.
50. Hold Harmless – the Operator agrees to hold the City harmless for any liability arising under any circumstance.

### **Indemnity**

51. The operator agrees to indemnify and keep indemnified the City from any claim or demand arising from or in relation to any act, omission, damage, loss, charge, liability, outgoing, payment, expense, cost or the like of any party.

### **Insurance**

52. The Operator shall, at all times during the operation period of the permit, maintain a policy of public and professional liability insurance that covers the areas and operations allowed under the permit in the name of the Operator to the extent of its rights and interests for a sum of not less than \$10 million.
53. The Operator shall provide the City proof of the existence and currency of such insurance policy whenever requested by the City during the maximum term of the permit.
54. The Operator shall pay all premiums of the public liability insurance policy when they are due, comply with all terms of that policy and shall make the insurer aware of the licence, these conditions and the indemnity given to the City.
55. The Operator agrees that, notwithstanding any implication or rule of law to the contrary, the City shall not be liable for any damage or loss that any operator, their staff and customers may suffer by the act, default or neglect of any other person or by reason of the City of Melville failing to do something on or to the public space used.

### **Compliance**

56. The Operator must comply with the provisions of all relevant State and Commonwealth legislation and, the Environmental Protection Act 1986, the Environmental Protection (Noise regulations) 1997 and Health Act 1911. Further advice may be obtained from the City of Melville's Environmental Services.
57. The Operator must ensure compliance with the City's local laws. These can be found on our [website](#).
58. Non-compliance of any Permit Conditions or if the Operator or approved activity causes undue interference or disturbances this may result in the review of usage rights as authorised by the Manager Healthy Melville, whereby the City reserves the right to:
  - i. add, delete or alter any conditions endorsed upon, or attached to, the permit
  - ii. issue improvement or infringement notices,
  - iii. suspend the permit; or
  - iv. cancel the permit - forfeiting any fees in respect to the permit.

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