



Commercial Recreation Foreshore Activity Permit Conditions

Permit Conditions

These conditions apply specifically to the Permit Holder and its operations at the above mentioned authorised location/s.

The Permit Holder will conduct the permitted commercial activity in accordance with their submitted application, approvals issued by the City of Melville and any Local Laws pertaining to their permit.

The Permit Holder must also abide by the Department of Biodiversity, Conservation and Attractions and their governing Peak Body's conditions.

These permit conditions are written in accordance with the *Local Government Activities in Thoroughfares, Public Places and Trading Local Law 2014*. All local laws are available for viewing on our website <https://www.melvillecity.com.au/>

Approved Areas

The Permit Holder:

1. can only operate in the authorised location/s and at the times and dates specified by the City of Melville.
2. understands and acknowledges that the approved location/s (inclusive of the parking areas) is not set aside for their exclusive use.
3. will only access the foreshore areas by the designated access points only.
4. acknowledges this permit only approves activities on City of Melville land. Where an activity is being conducted on the Swan Canning Riverpark and/or neighbouring areas, separate approvals are required. I.e. Department of Biodiversity, Conservation and Attractions or neighbouring local authorities.

Exclusion Areas

The Permit Holder will not conduct the approved commercial recreation activities within, near or on:

5. areas of cultural or natural significance.
6. environmental areas, i.e. foreshore vegetation, habitats (e.g. seagrass)
7. the vegetated end of the Point Walter spit during bird nesting seasons (when fencing and signage are erected).

8. any Council approved or booked activity including but not limited to filming, commercial photography, wedding, birthday party, corporate BBQ, sport or sporting activity that is being carried out on the foreshore area or part thereof and the operator acknowledges that such a booking has priority over the operators use.
9. within 20 metres of;
 - 9.1. memorials.
 - 9.2. playground or play equipment.
 - 9.3. picnic shelter, gazebo, park bench/seating or any other infrastructure with a public use i.e. change rooms, toilets or kiosk.
 - 9.4. stairways and dual use pathways.
 - 9.5. boat ramps or jetties.
 - 9.6. vegetated bushland or foreshore areas.

Equipment

The Permit Holder and their participants:

10. shall not erect, lean, hang or tie equipment from trees.
11. shall ensure that any equipment used does not create any hazards or obstruction to any person.
12. shall not drag any equipment that may damage the natural environment or the foreshore.
13. shall not string out or place string lines, chains &/or ropes along the foreshore.
14. will remove all equipment (including vehicles, trailers etc.) from the site at the conclusion of each activity session and/or day (as per approved times).
15. shall not display or erect any advertising signage, and banners, temporary or otherwise on public areas without prior written consent from the City of Melville.

Parking

The Permit Holder and their participants shall:

16. abide by all [Local Laws relating to Parking 2016](#). This includes (but is not limited to):
 - 16.1. parking within marked bays
 - 16.2. no parking on footpaths
 - 16.3. no parking in No Standing / No Parking areas
 - 16.4. no obstructing other traffic
 - 16.5. no stopping or parking any vehicle in a public reserve, other than within a parking facility or parking station at that reserve
 - 16.6. period exceeding 24 hours

Conduct of Permit Holder

The Permit Holder:

17. shall always conduct themselves in a proper and orderly manner and be considerate to other river users, activities (including other operators) and adjacent residents.
18. will sustain from any activity that is deemed to be aggressive or intimidating in nature whether real or perceived by participants or the general public.
19. will conduct activities so not to dominate, monopolize and/or obstruct any thoroughfares, stairways, pathway areas or the general public in any way.
20. shall ensure that the area is maintained in a clean and tidy condition during and after use.
21. avoid trampling or damage to surrounding native vegetation and habitat along foreshore areas.
22. must ensure the activities do not in any way obstruct/interfere with either vehicular or pedestrian traffic or native animals.
23. will not create any excessive noise that unreasonably disturbs other foreshore users and adjacent residents.

Liability and Certifications

The Permit Holder shall:

24. indemnify and keep indemnified the City of Melville 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.
25. not commence any action, notice, demand, proceeding or make any claim of whatsoever nature against or to the City of Melville and shall not hold the City of Melville liable for any loss, damage, charge, liability, outgoing, payment, cost or expense in relation to the hire or use of the facility.
26. take out and maintain in their name, for the duration of the permit, an approved public liability insurance for a minimum of \$10 million and produce documentary evidence of this at the time of application and at anytime it is requested by the City of Melville.
27. agree that, notwithstanding any implication or rule of law to the contrary, the City of Melville 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.
28. obtain, where required, written approval from the Department of Biodiversity, Conservation and Attractions, Work Safe and/or other relevant statutory authorities.

Health, Safety and Risk Management

To ensure the safety of their participants and colleagues the Permit Holder:

29. 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 the City of Melville the hazard or any other hazardous matters observed during the lesson that may require City of Melville's attention or the governing authority.
30. is responsible for satisfying all occupational health and safety legislation and regulations.
31. is responsible for providing all necessary first aid and/or rescue equipment as required by the governing body of the relevant activity.
32. must possess all necessary safety training as required by the governing body of the relevant activity.
33. must provide current documentation of any certifications which confirm approvals and qualifications from other public authorities or statutory bodies to the City of Melville when requested.
34. are liable for any fees or levies required by other public authority or statutory body.

Maintaining Permit Approval

To satisfy and maintain an approved permit, the Permit Holder:

35. must provide only those activities for which they are suitably qualified for and have been approved by the City.
36. is responsible for obtaining and adhering to those approvals as required for any activities held outside City of Melville land.
37. shall carry the issued permit at all times whilst in operation.
38. Not sell clothing/equipment/refreshments or any other goods or products at the authorised location without prior written consent/permit from the City of Melville.
39. shall comply with directions requested by City of Melville: Rangers, Community Safety and Security Officers, Reserve Coordinators or other authorised City officers.
40. shall pay all statutory fees in advance as required.
41. acknowledge that the permit is issued to an individual without a right of assignment of the permit unless approved by the City of Melville in accordance with this condition of hire.
42. acknowledge that the City of Melville reserves the right to conduct unannounced site visits at any time.

Allocation of Permits

The Permit Holder:

43. acknowledge and accept approved permit holders may be invited to extend their approved permit period for the maximum term available of up to two (2) years.
44. acknowledge and accept that a permit or renewal of a permit may not be provided if a similar business is operating in close proximity or the desired location is already heavily used by the general public or other community groups.
45. acknowledge and accept that the City of Melville does not guarantee permit or agreement renewal at the conclusion of a permitted period.
46. acknowledge that the City of Melville reserves the right to alter or update the Permit Conditions. Any changes after receiving approval for and issuing of a permit will be applicable to continued use of an issued permit as notified by the City of Melville.

Cancellation of Permit

47. The City of Melville reserves the right to cancel, suspend and/or alter a permit without notice if in its sole opinion has determined that the Permit Holder has failed to comply with the direction of its officers or have breached, contravened or others otherwise failed to comply with any condition of the permit approval.
48. On the cancellation of a permit the Permit Holder:
 - 48.1. Shall return the permit as soon as practicable to the local government: and
 - 48.2. Is to be taken to have forfeited any fees paid in respect to the permit.