



**SWAN HILL RURAL CITY COUNCIL**

COMMUNITY LOCAL LAW – NO 2.

**APPLICATION FOR FOOTPATH TRADING PERMIT**

**OFFICE USE ONLY**

File No: .....

Receipt No: .....

Amount Paid: .....

Date Paid: .....

Permit No: .....

Date Issued: .....

- **Outdoor Dining**
- **Advertising Signs**
- **Goods For Sale**

NAME OF APPLICANT: \_\_\_\_\_

TRADING NAME: \_\_\_\_\_

ADDRESS OF PROPERTY/PREMISES: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE \_\_\_\_\_

E-MAIL: \_\_\_\_\_ A/H No: \_\_\_\_\_

**Type of Permit: (tick appropriate box)**

**Days and Hours of operation**

- |                          |                  |                       |       |
|--------------------------|------------------|-----------------------|-------|
| <input type="checkbox"/> | Outdoor Dining   | \$69.00 to 30/06/2010 | ..... |
| <input type="checkbox"/> | Advertising Sign | \$40.00 to 30/06/2010 | ..... |
| <input type="checkbox"/> | Goods for Sale   | \$40.00 to 30/06/2010 | ..... |

**Details of Public Liability Insurance to the sum of \$10,000,000**

- Name of Insurance Company .....
- Policy Number ..... **Please attach copy of policy**

I understand and agree that permission will be subject to compliance with the following conditions:-

- a) The applicant shall take out and keep current, during the period of the permit, a policy of Liability Insurance in the form approved by the Council, in the joint names of the Council and the Permit Holder, in relation to the activities described in the permit, for a minimum sum of \$10 million, indemnifying the Council and the Permit Holder, against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against them arising out of, or in relation to the said activity described in this application;
- b) The signs/goods must conform to the limitations regarding location, size, quantity, makeup, method of construction or other requirement written on the reverse side of this application or as determined by Council from time to time;
- c) The sign/goods may only be displayed during the applicant's daylight trading hours;
- d) The sign/goods must be properly maintained by the applicant at all times, and to the satisfaction of the Council;
- e) The Permit expires on the 30th June each year;
- f) The council retains the right to alter or amend the conditions or to revoke any Permit at its absolute discretion;
- g) The applicant must affix to the sign/goods any label provided by council indicating a valid permit exists to display the sign/goods.
- h) Signs/goods must relate directly to the business activities of the owner of the sign and be relevant and within the applicants property line;
- i) Signs/goods must be displayed within the property line of the applicant unless otherwise authorised.
- j) The decision of council's Authorised Officer will be final in the interpretation of the application of any condition.
- k) the facility must not be situated where it obstructs the vision of the driver of a vehicle, or causes any other traffic hazard;
- l) the facility must not be situated within 1.8 metres of the front of the premises, or between the front of the premises and the roadside edge of any designated footpath within a streetscape, (whichever distance is the greater) and must not cause an obstruction or be of annoyance to any member of the general public using the footpath;
- m) the facility must be kept in a clean and sanitary condition at all times;
- n) unless otherwise authorised by a permit issued under *Local Law No. 2 – Community*; the consumption of any liquor or the possession of any liquor other than in a sealed container is prohibited;
- o) umbrellas must be secured to prevent injury to people or damage to property to the satisfaction of Council;
- p) no other goods are allowed to be displayed.

## ADVERTISING SIGNS:

1. Only one sign per business is permitted.
2. Maximum dimensions are 1000<sup>mm</sup> in height and 800<sup>mm</sup> in width.
3. Spinning, animated or moving signs are not permitted.
4. Signs with flashing lights are not permitted.
5. Signs must not be situated where they obstruct the vision of the driver of a vehicle, or cause any other traffic hazard.
6. Signs must not be placed within 1.8 metres of the shopfront, or between the shopfront and the roadside edge of any designated footpath within a streetscape, (whichever distance is the greater) and must not cause an obstruction or be of annoyance to any member of the general public using the footpath;
7. All free-standing advertising signs must be of such material and construction to minimise the risk of being blown over and the possible injury to any person;
8. Signs are to be portable and self-supporting and not attached to or leaned against poles, trees, balustrades, etc. Seats and other public facilities must remain accessible at all times.

## GOODS DISPLAYED FOR SALE:

1. Maximum dimensions of display are as follows:

|                           |   |
|---------------------------|---|
| Up to 4.8 metre frontage  | 1.8 metres in height and 1.8 square metres of ground space. |
| 4.8 to 9.6 metre frontage | 1.8 metres in height and 3.6 square metres of ground space. |
| Over 9.6 metre frontage   | 1.8 metres in height and 5.4 square metres of ground space. |
2. Goods must not be situated where they obstruct the vision of the driver of a vehicle, or cause any other traffic hazard.
3. Goods must not be placed within 1.8 metres of the shopfront, or between the shopfront and the roadside edge of any designated footpath within a streetscape, (whichever distance is the greater) and must not cause an obstruction or be of annoyance to any member of the general public using the footpath.
4. Displays with flashing lights are not permitted.
5. Goods are not permitted on carriageways, median strips or in parking areas.
6. Goods are to be portable and self-supporting and not attached to or leaned against poles, trees, balustrades, etc. Seats and other public facilities must remain accessible at all times.

Signature of Applicant \_\_\_\_\_

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

### Office use only

**Application Approved** ..... **Dated** .....

The personal information requested on this form is being collected by Council for the provision of a Footpath Trading Permit. This information will be used solely by Council for that purpose. If this information is not collected, then this may impact on the assessment of the Application. The applicant understands that the personal information provided is for the efficient assessment of Footpath Trading Permit, and that he or she may apply to Council for access to and/or amendments to the information. Requests for access and/or correction should be made to Council's Privacy Officer.

## Form of Indemnity

This indemnity is given on the ..... day of ..... 200.....  
(date) (month) (year)

by ..... on behalf of .....  
(hereinafter called "the Organisation") (company/business name)

To the SWAN HILL RURAL CITY COUNCIL (hereinafter called "the Council")

Whereas the Organisation has applied to the Council for authority to use a portion of the road and agents and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them arising from the Organisations performance or purported performance in the use of the footpath for purposes associated with the use of the premises and be directly related to the negligent acts, errors or omission of the Organisation.

The Organisation agrees to hold harmless the Council, its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, arising out of, or in relation to the said use of the footpath for purposes associated with the use of the premises.

SIGNED SEALED AND DELIVERED by

(insert name) .....

for an on behalf of the Organisation in the presence of:

.....  
(Witness)

.....  
(Date)