



DISTRICT COUNCIL OF  
**ORROROO/CARRIETON**  
Southern Flinders Ranges • Established 1997

## Permit To Place Business Equipment on a Road Pursuant To Section 222 of the Local Government Act 1999

Business Trading Name .....

Address of Business .....

Telephone ..... Facsimile:.....

Email: .....

Name of Permit  
Holder.....

(the "Permit Holder")

If the Permit Holder is a company name please provide the name and title of the business owner (or partner)

Name ..... Title.....

Address of Permit Holder .....

The Permit Holder has applied to the DISTRICT COUNCIL OF ORROROO CARRIETON (the "Council") for a Permit ("the Permit") under Section 222 of the Local Government Act 1999 ("the Act") permitting the Permit Holder to use the portion of the road (the "Permit Area") as described herein for the purpose of supplying food and drink including liquor as defined by the Liquor Licensing Act 1985 (if so authorised under that Act) and to place on the Permit Area the specified tables, chairs and other furniture for the convenience of persons consuming the food and drink supplied by the Permit Holder.

Period of the Permit: from.....

to .....

(maximum period of five years or otherwise stated by Council)

Note 1: The Act provides that a road extends from property boundary to property boundary and includes the carriageway, footpaths and verges.

Note 2: Where this Permit requires an alteration to a public road the issuing of this Permit also includes a Permit pursuant to Section 221 of the Local Government Act 1999.

**Details of the Permit Area:**

Address of premises to which the Permit applies

.....  
.....

Location: As detailed in attached Application Form.

Authorised furniture: Number of tables ..... Number of chairs .....

Description of tables and chairs (style, construction, colour)

.....  
.....  
.....

Details of any other structures or objects within the outdoor dining area

.....  
.....  
.....

Proposed number of persons to dine in the Permit Area

.....  
.....  
.

**Opening Hours for Business:**

Monday to Friday .....

Saturday.....

Sunday.....

Public Holidays .....

**Is Premises currently licensed to serve alcohol in outdoor eating area:**

Yes .....

No .....

### **The issuing of this Permit is subject to:**

- A. The Permit Holder having agreed to the General Conditions (as listed below) of Permit as contained herein;
- B. The Permit Holder having agreed to the Special Conditions (as listed below) that the Council has determined (if applicable) will apply this Permit; and
- C. The Permit Holder having provided to the Council evidence of all appropriate insurances as required by the General Conditions and/or the Special Conditions of the Permit, and the Permit Holder agreeing to provide Council with updated evidence as the Permit Holder renews insurance coverage.

### **General Conditions of Permit:**

The Permit Holder further agrees:

- 1. For the term of the Permit, to comply with all applicable industry standards, health or safety standards, current standards of Standards Australia or any applicable Code of Practice.
- 2. To ensure that any alteration to the road does not interfere with or cause damage to or in any way affect the property of any other person.
- 3. To comply with any direction given by any authority, statutory authority or Council to remove, maintain or otherwise modify the alteration to the road subject to this Permit.
- 4. That all fixtures and equipment erected or installed in, on, across, under or over the road remain the property of the Permit Holder pursuant to Section 209 of the Local Government Act, 1999.
- 5. For the term of the Permit, to maintain all fixtures and equipment erected or installed, or vegetation planted, in good condition and to recognised standards.
- 6. To indemnify the Council, its servants and/or agents against all actions, costs, claims and demands for injury, loss or damage arising out of any negligent act or omission of the Permit Holder in relation to the alteration to the road, the granting of this Permit and the general and special conditions contained herein and such indemnity shall be in addition to any statutory immunity in favour of the Council.
- 7. For the term of the Permit, to take out and keep current a public liability policy of insurance to an appropriate level of cover per claim in respect of any negligent act or omission of the Permit Holder in relation to the alteration to the road or any activity arising out of or from the granting of this Permit by the Council.
- 8. This Permit is subject to the Permit Holder obtaining appropriate Development Act approval for any structures, fixtures or equipment where relevant.
- 9. To not assign or otherwise transfer this Permit without first obtaining the consent of the Council in writing.
- 10. In the event that the Permit Holder has failed to comply with any of the conditions of the Permit or for any other justifiable circumstance, including reinstatement, maintenance, repair or removal, the Council may revoke the Permit.
- 11. At the expiration or earlier termination of this Permit to remove, if so directed by the Council, any structure or object erected or installed on the road and to reinstate the road to the satisfaction of the Council.

12. This Permit does not confer on the Permit Holder any exclusive right, entitlement or interest in the road and does not derogate from the Council's powers arising under the Local Government Act, 1999.

**Special Conditions:**

1. The Permit Holder shall at all times ensure that a footpath width of not less than 1.2 metres is maintained for unobstructed pedestrian use adjacent and near the Permit Area.
2. The Permit Holder shall at all times ensure that no more than the number of persons specified on the Permit shall consume food or drink within the Permit Area and shall not place tables and/or chairs in the Permit Area in excess to the number approved by Council.
3. The Permit Holder shall at all times ensure that:-
  - all food and drinks supplied in the Permit Area is served by waiters and/or waitresses to only such persons as are seated at tables in the Permit Area;
  - all customers purchasing take-away food and/or liquor are requested to inform the Permit Holder as to whether or not they wish to consume the food and liquor in the Permit Area;
  - all customers who consume food and/or liquor at the tables in the Permit Area without crockery and cutlery are to be asked to leave immediately;
  - if customers purchasing take-away food and/or liquor wish to consume the same within the Permit Area they must do so at the tables provided therein using crockery and cutlery supplied by the Permit Holder; and
  - crockery, cutlery and glassware is laid out at all tables for customers who wish to consume food and/or liquor in the Permit Area only after a meal has been ordered by those customers and that such cutlery, crockery and glassware is removed immediately upon the departure of those customers.
4. The Permit Holder shall at all times keep the Permit Area and all furniture and equipment thereon clean and free from litter and waste materials and shall ensure that no waste material is swept or placed into the water table.
5. The Permit Holder shall remove all obstructions from the Permit Area upon twenty four (24) hours notice (or less in times of emergency) being given to the Permit Holder by the Chief Executive Officer of the Council that the Permit Area is required for pavement maintenance or repair work.
6. The Permit Holder shall bear the cost of cleaning the Permit Area and of all pavement repairs (inclusive) of replacement of jointing material removed from brickwork paving in sweeping and washing down of the pavement) carried out by the Council within the Permit Area which in the opinion of the Chief Executive Officer of the Council are necessary by reason of activities authorised under the Permit.
7. The Permit Holder shall remove all furniture at the close of business on each day and if any such furniture and equipment remains in the Permit Area during the hours of darkness illuminate same and all other obstructions in such manner as shall be approved from time to time by the Chief Executive Officer of the Council.
8. Other structures on the street (e.g. trees, power pole, signs and services etc) may not be moved, altered or interfered with in any way except with the express, written approval of the relevant authority or owner and Council.

9. The Council shall not accept responsibility for any damages or claims resulting from this permit.
10. The expression "the Permit Holder" wheresoever mentioned herein shall mean and include all persons named in the Application attached hereto who and all of whom shall be bound by these Conditions jointly and severally and all references to a persons include a corporation.
11. If authorised under the Liquor Licensing Act 1985 to supply liquor as therein defined the Permit Holder shall produce to the Chief Executive Officer of the Council on demand the licence issued there under and at all times shall keep the Council fully informed of every variation made in the terms and particulars of such licence.
12. Should Council be of the opinion that the Permit Holder requires to provide protection to the outdoor dining patrons from intrusion of impacting vehicles, the Permit Holder must organise and bear all costs associated with the purchase and installation of approved crash tested protection barriers (eg. crash tested bollards).
13. Outdoor dining furniture cannot be permanently fixed to the ground surface without the approval of Council. Should Council approve the securing of furniture either temporary or permanently to the ground surface full installation details must be provided in this application.

Permit Holder Name:.....

Permit Holder Address :.....  
 .....

Permit Holders Signature .....

Date.....

**Office Use Only**

Permit Authorised By: Name.....

Position: .....

Signature.....

Date:.....