



OUTDOOR DINING APPLICATION FORM AND PERMIT CONDITIONS

Template No.: 6-1-331
GDS Category: Traffic Management
Public Document? **YES**
Date: AUGUST 2019
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Version: 4
Review Date: January 2021

1. APPLICANT DETAILS

Business Name (the Business the permit is for)	
Business ABN	
Address	
Applicant Name	
Mailing Address	
Daytime Phone	
Email	

PLEASE CHECK DETAILS AND AMEND IF REQUIRED

2. PUBLIC LIABILITY INSURANCE

Please provide a copy of your current public insurance to the value of \$20,000,000 naming the Whyalla City Council as an interested party with this application.

Name of Public Risk Insurer:	
Expiry date of policy:	

IF DETAILS OF DINING AREA HAVE NOT CHANGED FROM PREVIOUS YEAR, PLEASE GO TO NUMBER 5.

3. DETAILS OF DINING AREA

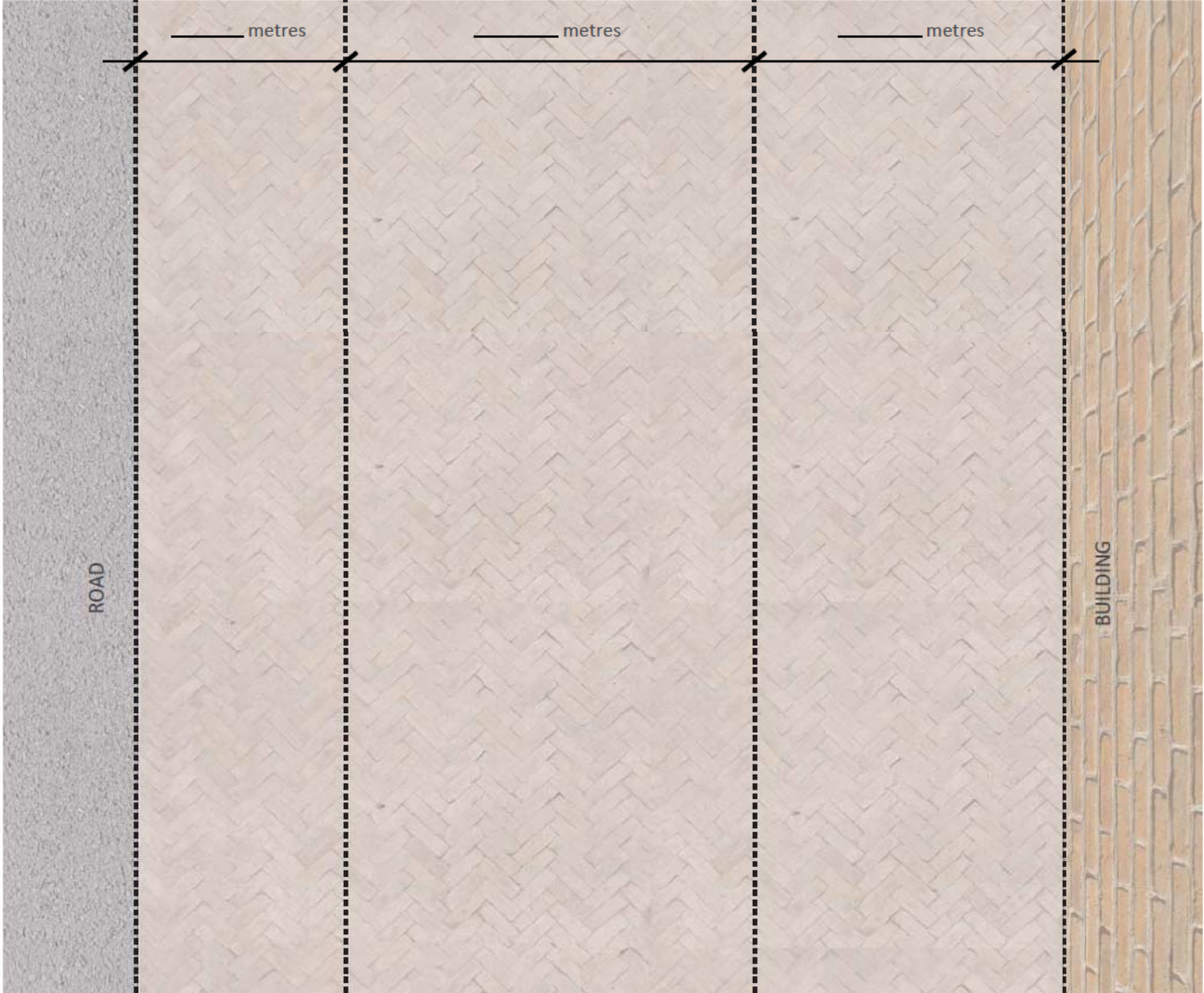
Number of tables to be placed in the area:	
Number of chairs to be placed in the area:	
Description of tables and chairs (i.e. material, colour, dimensions):	
Details of other structures or accessories to be placed in the area:	
Total number of people within the proposed outdoor dining area to consume food and drink:	
Is alcohol to be served in the area?	
	If yes, list your Liquor Licence Number

4. PLAN OF DINING AREA

- Complete on the template below the layout of the proposed outdoor dining area **for a new application or an alteration to a layout for an existing application.**
- All dimensions, verandah posts, furniture, umbrellas or barriers must be shown, as well as any other items you wish to place in the area.

Street Address _____

ROAD	KERBSIDE ZONE Minimum of 0.6 metres from the kerb of the road.	TRADING ACTIVITY ZONE Remaining area once walkway and kerbside zones are identified.	WALKWAY ZONE Minimum of 1.2 metres from the property boundary for footpaths less than 3.0 metres in width. Minimum of 1.5 metres from the property boundary for footpaths greater than 3.0 metres in width.
_____ metres	_____ metres	_____ metres	_____ metres



ROAD

BUILDING

- This application will be assessed with respect to the Whyalla City Council Outdoor Dining Policy and Procedures, which is available for viewing at www.whyalla.sa.gov.au

5. SIGNATURE

- In making this application, I/we acknowledge that I/we have read, understand and agree to be bound by the Whyalla City Council Outdoor Dining Policy, Procedure and Conditions of Permit and declare that the particulars provided by me/us with regard to the Business and the proposed alteration to the public footpath are true and accurate.
- Cease of trading and removal of furniture will commence if signed application and copy of public liability is not returned within 14 days of receiving this application form.

Signature: _____ Date: _____

Name : _____

OFFICE USE ONLY

Application Reference		Date Received:	
Permit:	APPROVED / DENIED	Approval Expiry:	
Special Conditions Attached:	YES / NO	Insurance on file:	YES / NO
Name of Authorised Officer of Council:			
Position:	MANAGER ENVIRONMENTAL HEALTH & REGULATORY SERVICES		
Signature:		Date:	

6. GENERAL CONDITIONS APPLICABLE TO THE OUTDOOR DINING PERMIT

- Upon payment of the Permit Fees as specified in Council's Current Fees and Charges the period of the Permit shall be ONE (1) YEAR commencing on the commencement date specified in Section 2 PROVIDED THAT if the Council terminates the Permit prior to the expiration of that year the Applicant shall be entitled to a refund of the proportion of the amount paid calculated in accordance with the first day of January to thirty-first day of December (next occurring).
- The applicant shall not supply food or liquor authorised by the Permit between the hours of 2.00am and 7.00am of each day of the period during which the Permit is in effect.
- The Applicant shall at all times ensure that specified walkway zone width is maintained for unobstructed pedestrian use adjacent and near the Permit Area.
- The Applicant shall at all times ensure that no more than the number of persons specified on the Application Form & Permit shall consume food or drink within the Permit Area.
- The Applicant 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 table in the Permit Area;
 - all customers purchasing take-away food and/or liquor are requested to inform the Applicant as to whether or not they wish to consume the food and liquor in the Permit Area.
- Except when conveying food, drink, tableware and associated equipment and furniture to and from the premises adjoining the Permit Area ("the Adjoining Premises") the Applicant shall ensure that all activities authorised pursuant to s.222 of the Local Government Act 1999 shall take place at all times within the Permit Area.
- The Applicant shall prepare in the Adjoining Premises all meals, food and liquid refreshments supplied pursuant to the Permit.
- The Applicant shall use mobile containers only for the purpose of conveying food, drink and tableware to and from the Permit Area and the Adjoining Premises and shall not permit the same to remain unattended in the Permit Area.
- The Applicant shall at its cost in all things comply in all respects with the provisions of all Acts of Parliament Regulations, Rules and By-Laws for the time being in force and all notices orders requirements or directions which may be made or given by the Council or any other competent authority in respect of the same and in particular and without limiting the generality of the foregoing comply in all respects with the provisions of the South Australian Public Health Act 2011, the Food Act 2001 and when applicable the Liquor Licensing Act 1997 and Tobacco Products Regulations Act 1997.
- The Applicant 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.
- The Applicant shall remove all obstructions from the Permit Area upon twenty-four (24) hours notice (or less in times of emergency)



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being given to the Applicant by the Council that the Permit Area is required for pavement maintenance of repair work.

12. The Applicant 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 Council within the Permit Area which in the opinion of a Council officer are necessary by reason of activities authorised under the Permit.
13. The Applicant shall maintain all furniture and equipment inclusive of plants and plant containers to the satisfaction at all times of the Authorised officers of the Council.
14. The Applicant 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 a manner as shall be approved from time to time by the Group Manager City Development & Delivery or person acting in that position of the Council.
15. The Applicant shall indemnify and keep indemnified and hold harmless the Council, its members, employees and agents and each of them from and against all actions, costs, claims, charges, expenses 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 Permit or out of or in relation to the activities authorised thereby.
16. The Applicant shall effect and keep current during the period of the Agreement a policy in the name of the Applicant of a type and upon conditions approved by the Council insuring against public risk and liability to the public of the Council and the Applicant in the sum of TWENTY MILLION DOLLARS (\$20,000,000.00) or such other amount as the Council may in writing reasonably request the Applicant from time to time and included among the conditions for such policy there shall be the following:
 - a) That the Applicant shall use its best endeavours at all times to ensure that its insurer for the time being shall forthwith notify the Council in writing of the cancellation of the lapse for any reason of such policy and shall itself provide such notification to the Council immediately upon such cancellation or lapse occurring;
 - b) That the Applicant shall notify the insurer of the terms of the indemnity given by the Applicant pursuant to the Condition 15 hereof;
 - c) That the Applicant shall produce such policy to the Council for inspection as and when demanded and at the same time shall supply true copies thereof and evidence satisfactory to the Council of the currency thereof; and
 - d) If authorised under the Liquor Licensing Act 1997 to supply liquor as therein defined the applicant shall produce to an authorised officer of the Council on demand the licence issued thereunder and at all times shall keep the Council fully informed of every variation made in the terms and particulars of such licence.
17. The Applicant or the Council may at any time (whether in the event of default of any of the Conditions or otherwise) terminate the Permit by serving upon the owner twenty four (24) hours' notice in writing PROVIDED nevertheless that such termination shall be without prejudice to any rights of the Council against the Applicant for any antecedent breach of any of the Conditions.
18. Upon expiration of the Permit or termination of the Permit for any reason the Applicant shall at its expense in all things remove the Authorised Furniture from the Permit Area and in default of the applicant so doing the Council may without further notice to the Applicant effect such removal and deliver the Authorised Furniture

to the Applicant and may recover from the Applicant as a debt all expenses incurred in such removal and delivery.

19. If, after the date of expiration of the period of the Permit, the Applicant continues to supply food and liquor in and/or fails to remove the Authorised Furniture from the Permit Area without having paid the fee notified in writing to the Applicant by the Council for the year commencing immediately after the expiration of that period the applicant shall be bound to pay the notified fee whether or not the notification is made before or after the date of expiration of this Permit and otherwise this Permit shall be deemed to continue on a daily basis determinable at any time in the manner provided in the preceding Condition 18.
20. The Permit is to be construed as continuing for the purpose of the conditions for indemnity and insurance herein contained whilst the Applicant's furniture and equipment remain on the public streets roads and places (whether or not herby authorised) for the period commencing from time to time that such furniture and equipment were first placed on such public streets roads and places until the same are removed or a further permit is granted by the Council in substitution for this Permit.
21. If the Applicant omits or neglects to pay any money or to do or effect anything imposed under these Conditions then on each and every such occasion it shall be lawful but not obligatory on the Council and without prejudice to any rights or powers arising from such default to pay such money or to do or effect such thing by itself as if it were the Applicant and for that purpose the Council may enter upon the Permit Area and there remain for the purpose of doing or effecting any such thing as may be necessary to remedy any such breach.
22. This Permit is personal to the Applicant and may not be assigned or disposed of in any way whatsoever in favour of any other person or body.
23. Any notice to be given to the Applicant may be signed by the Chief Executive Officer or other authorised officer of the Council and given by delivering the same to the Applicant personally or if the Applicant comprises more than one person delivering to any one of such persons or by affixing the same to the Adjoining Premises or by leaving the same in the Adjoining Premises with some person apparently in charge thereof in which case the notice shall be deemed to have been given when it has been so affixed delivered or left or any such notice may be given by posting the same in a pre-paid envelope addressed to the Applicant at the address mentioned in the Application attached hereto or at the last known place of business of the Applicant in which case such notice shall be deemed to have been given twenty four (24) hours after the time of posting thereof whether it shall actually be received by the Applicant or not.
24. The expression "the Applicant" wheresoever mentioned herein shall mean and include all persons named in the Application Form 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.
25. If authorised under the Liquor Licensing Act 1997 to supply liquor as therein defined the Applicant shall produce to an authorised officer of the Council on demand the licence issued thereunder and at all times shall keep the Council fully informed of every variation made in the terms and particulars of such licence.