

Annual & Monthly Commercial Use Permit Application for hire of Council parks, Lands, Roads, Foreshores or Reserves.

Please return completed forms to:

In Person: Kangaroo Island Council, 43 Dauncey Street, Kingscote
Penneshaw Community Business Centre, 99 Middle Terrace, Penneshaw
By Post: PO Box 121, Kingscote SA 5223
Fax: 08 8553 2885
Email: kicouncil@kicouncil.sa.gov.au

Purpose and Scope of this Permit:

This Permit applies to those entities requiring long-term [monthly or annual] use of defined area/s of outdoor Council property for Recreational and/or Sporting commercial activity;

- Permits are issued for the use of Council land in accordance with Council's By-Law No. 4: Local Government Land; and By-Law No. 9: Foreshore.
- This Permit grants the holder regular access to Council property from which to conduct their business.
- A holder of an 'Outdoor Event Permit'* shall have first preference to any given Council Property site. It is the applicant's responsibility to check Council's Community Calendar regularly to avoid a clash of events.
- The items and equipment used in conducting the on-site business' activities shall be removed and stored away from the site/s at the end of the working day.
- Electricity and water usage will be charged as per Councils Fees and Charges Schedule.
- Waste Management on Kangaroo Island is managed by Fleurieu Regional Waste Authority [FRWA]. It is the responsibility of the Permit Holder to make arrangements with FRWA in relation to their Waste Management needs.

* An Outdoor Event Permit for Day Hire of Council property is applicable to those individuals, community groups and/or businesses wishing to host a one-off or special event i.e.; wedding, party, Feastival, ArtFeast, street party, etc.

PART 1:

Section A: Commercial Business Details

Business/Company:	<input type="text"/>		
ABN / ACN Number:	<input type="text"/>		
Contact Name:	<input type="text"/>		
Postal Address:	<input type="text"/>		
Phone Number:	<input type="text"/>	Mobile Number:	<input type="text"/>
Email Address:	<input type="text"/>		

Section B: Business Activity Details (tick all that are applicable):

Nature of Activity/ies:

<input type="checkbox"/>	Personal Fitness, Martial Arts Training, etc.
<input type="checkbox"/>	Animal Training.
<input type="checkbox"/>	Water-sports equipment i.e.; kayaks, paddleboards, surfboards, surf skis, etc.
<input type="checkbox"/>	Bikes, Skateboards, Scooters, etc.
<input type="checkbox"/>	Bat, Ball, Racket, etc.
<input type="checkbox"/>	Fishing Equipment/Tackle.
<input type="checkbox"/>	Other: I.e.: fixed hospitality/recreational/sporting equipment hire/etc.

Proposed Location/s:
(Please provide a basic annotated map of the proposed location/s)

1.	_____
2.	_____
3.	_____
4.	_____
5.	_____
6.	_____

Proposed Dates From:

	/		/	
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To:

	/		/	
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Operational Hours From:

	am/pm
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To:

	am/pm
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Contact Person:

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The person/s in-charge of the activity/business

Mobile Number:

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Number for the person/s operating the activity

Section C: Hiring Fee Schedule (select your requirements and applicable Fee/s):

ANNUAL HIRE:	\$336	\$ _____
MONTHLY HIRE:	\$43	\$ _____
BOND: (Compulsory* and conditionally refundable)	\$270	\$270
SET-UP FEE: (if required)	\$141 per hour	\$ _____
CLEAN-UP FEE: (if required)	\$141 per hour	\$ _____
DAMAGE FEE: (if required)	Assessment based.	\$ _____
TOTAL HIRE FEES		\$ _____

* The Bond will be taken in the form of a Credit Card pre-payment and only drawn down if the site is not left as found.

WASTE MANAGEMENT:
 \$31.00 per bin / per month (to be arranged with Fleurieu
 Regional Waste Authority FRWA contact 8555 7407).

Section D: Amenities (i.e.; power, water, etc. tick if required)

Please determine your amenities needs.

Electricity:	\$30 per month for one 1 connection	# of months _____ =	\$ _____
Water:	SA Water Commercial Rates @ \$3.4/kL	# of months _____ =	\$ _____
		TOTAL AMENITY FEE	\$ _____

TOTAL PERMIT FEE

Total Sections C + D =	\$ _____
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PART 2: Legal Responsibilities and Risk Management & Mitigation:

Section A: Indemnity Form for conducting a business activity on Council Land

This form must be completed in all instances

By Organisation/Company

(Here in after called "the Indemnifier" to Kangaroo Island Council (hereinafter called "the Council").

WHEREAS the Indemnifier has applied to the Council for authority to use a portion of a public area under the Councils control and care, for the purpose of conducting a business activity.

The permit holder agrees to indemnify the Council, its servants and agents and each of them from and against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against them or any of them, arising out of or in relation to the issuing of the permit.

The permit holder shall take out and keep current a public risk insurance policy in the name of the permit holder **insuring the permit holder for the minimum sum of ten million dollars (\$10,000,000)** against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against the permit holder in relation to the activity.

The permit holder must provide confirmation of insurance to the Council. Such policy shall bear the endorsement of the Insurer indicating the Insurer accepts the indemnity given by the permit holder.

Section B: Risk Management Plan

SafeWork SA provides *Work Health & Safety* Legislation and Codes of Practice aimed to assist businesses in ensuring that safe management systems are put in place. For further details or questions contact SafeWork SA on 1300 365 255 or visit www.safework.sa.gov.au

Section C: Food, Beverage provision and sales.

Are food and beverages being provided / sold?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If yes, please complete and submit [within 14 days] a Food Notification form.

Section D:
Item Checklist (to be initialled by the Applicant [A] and Council Representative [C]):
PERMIT DETAILS

	A	C		A	C
Application form complete:	<input type="checkbox"/>	<input type="checkbox"/>	Copy of Public Liability Insurance attached:	<input type="checkbox"/>	<input type="checkbox"/>
Bond received:	<input type="checkbox"/>	<input type="checkbox"/>	Contact person details provided:	<input type="checkbox"/>	<input type="checkbox"/>
Payment received and receipt number issued:	<input type="checkbox"/>	<input type="checkbox"/>	Facility booked on calendar:	<input type="checkbox"/>	<input type="checkbox"/>
If set-up/clean-up required notification sent to AS:	<input type="checkbox"/>	<input type="checkbox"/>	Food Notification Form provided.	<input type="checkbox"/>	<input type="checkbox"/>

BOND REFUND

Site/s checked for damage and cleanliness:	<input type="checkbox"/>	<input type="checkbox"/>	Bond refunded:	<input type="checkbox"/>	<input type="checkbox"/>
Bond withheld and Hirer advised of charges in writing:	<input type="checkbox"/>	<input type="checkbox"/>			

Office Use Only
Approved: YES NO
Conditional Approval: YES NO
Follow-Up Action For Conditional Approval**Conditional Approval Review Date:**
Name:

Kangaroo Island Council Representative

Signature:
Date:
Receipt Number:

Section E: General Conditions of Permit

1. The Form of Indemnity (**Part 2 Section A**) must be signed and a copy of public risk policy supplied with the application.
2. The permit holder, where appropriate, shall ensure that it is licensed or registered to carry out the activity authorised by the issuing of this permit.
3. The activity/s may only be held in the area/s, between the date/s and between the times as indicated on the permit.
4. The permit holder shall comply with and give all notices required by an Act of Parliament, Ordinance, Regulation or By-law relating to the activity.
5. The permit holder shall ensure that its site or sites are left in a clean and tidy condition at the end of the activities. Failure to do so may result in forfeiting part of or the entire Bond and the possibility of additional cleaning fees being charged.
6. The cost of repairs to Council property damaged as a result of the event may be on-charged to the permit holder.
7. On the day the event, please ensure you have arranged for people within your party to cordon off preferred areas at the location, as the Council is unable to do this on your behalf. Please note that this permit does not secure sole access to this public area.
8. If your party/event is using a shelter, stakes, pegs, marquee or amusement structures; **once permit has been granted** you will be required to contact Council to ascertain where sprinkler systems and piping are located in the lawns a minimum of five days prior to the event. You may be liable for costs associated with the damage to such.
9. We strongly advise you to notify **SAPOL** of your business activities, no matter how small, so that they can be prepared and provide support if you have any security issues.
10. This permit is liable to be revoked by Council if the permit holder fails to comply with any conditions of this permit or any other justifiable circumstance.

Name and Position of Person Submitting This Form:

Signature of Person Submitting This Form:

Date of Submission:

Original to be kept by the applicant.

Copy to the Office file.

Kangaroo Island Council Permit for:

Annual/Monthly (circle the required Permit time) **Commercial Use of Council Parks, Lands, Roads, Foreshores or Reserves.**

Business name:	
Name of proprietor:	
Contact details:	
Date of issue:	
Date of expiry:	

It is hereby certified that the above mentioned Business complies with the provisions of Councils by-Law 4 (2010) and relevant Policy and Procedure in respect of operating a commercial business on Kangaroo Island Council' properties.

This permit is not transferable and must be produced and shown to a Council Officer upon request. Failure to do so may result in the cancellation of this Permit.

Executive Officer

Date: / /

Original to be kept by the applicant.

Copy to the Office file.

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Bond Payment Form

This section of the hire agreement will be destroyed for the applicant's privacy and security fourteen (14) days after the event.

I / We _____ (applicant's name) agree to pay for all costs incurred for cleaning or damage occurred to the value of the bond as set out in the Terms and Conditions of the hire agreement. In the event Kangaroo Island Council deems the applicant liable for costs incurred due to damage or cleaning after the event, the applicant will be informed of these charges in the writing.

Name on Card:	
Card Type:	
Card Number:	/ / /
Expiry Date:	/
Signature:	

Office Use Only:

Name of Event:	
Date(s) of Event:	