



Shire of Broome Event Permit

Local Government property and Public Places local Law 2003

Recitals

This Permit is issued by the Chief Executive Officer of the Shire of Broome, or its delegate.

The Permittee seeks to access public open space land managed by the Shire of Broome pursuant to the Agreement.

This Permit grants the Permittee the right to enter the Permit Area for the Approved Purpose upon the terms and conditions set out in this Permit.

PARTICULARS

Permittee:

Name: [##Insert]

Contact: [##Insert]

Address: [##Insert]

Email: [##Insert]

Ph: [##Insert]

Fax: [##Insert]

Shire of Broome:

Contact person:

C/O the Shire of Broome

Address: PO Box 44, Broome WA 6725

Ph: (08) 9191 3456 **Fax:**

Permit Area:

Those areas of [##Local Government Property of Public Space] land as identified on the Plan attached to this Permit

Approved Purpose: [##Insert]

Commencement Date: [##Insert]

Completion Date: [##Insert]

Term (optional): **[##Insert no of days]**

Permit Fee: **[\$##Insert] exclusive of GST**

Permit Bond: **[\$##Insert] exclusive of GST**

Approved Times : Each day from **[##TBC]** am to **[##Insert]** pm

**Sponsor Benefits
(optional):** **[##Insert]**

Special Conditions: **[##Delete where not applicable]**

Venue Hire

1. All hire fees and bond deposits are to be paid in accordance with Council's standard fees and charges (as amended each year) prior to this approval being granted.
2. All required keys are to be picked up during Shire office hours 8.00am - 4.00pm, Monday to Friday and are to be returned on the next working day after the hire date, unless approved for a longer period. A fee of \$100 per set will be deducted from the bond if not returned.
3. Bonds will only be refunded in full or part within 14 days after satisfactory inspections of the venue by Council officers.
4. Any damages must be promptly documented and reported to Council. Any damages by function organisers, participants or spectators (if generally under the control of the organisers) will be deducted from any bonds paid or will be charged to the account of the organisers if in excess of the bond amount.
5. It is the responsibility of the venue hirer to control all activities and participants and to have sufficient event staff, Police or security persons on hand to adequately control the function and to take action if required.
6. The venue must be left in a clean and tidy state including all buildings, toilets, reserves or other areas as used and all decorations and any associated rubbish must be removed. Rubbish must not be deposited in existing public bins, but removed from the area entirely.
7. It is up to the hirer to immediately notify Council of any pre-existing damages, rubbish or unclean areas, prior to the event, otherwise it will be to the hirers account.
8. If alcohol is involved at the venue, then all conditions of that separate approval are to be strictly adhered to and to be policed by the hirer.
9. If no alcohol is involved, then it will be the hirers responsibility to police, control and generally inform participants of that fact including the taking of action to prevent alcohol consumption. All Council ovals and reserves are prohibited alcohol areas unless approval is granted otherwise.
10. Failure to control alcohol use may mean cancellation of this venue approval and any future use of the venue by that organisation or individual.
11. It is up to the hirer to comply with all noise regulations and to limit their effect on neighbouring properties.

-
12. Bins are not to be allowed to overflow by the organisers and are to be emptied as necessary, and at the completion of each day of the event or function. Any cost incurred by Council for non compliance with this condition will be recouped from the bond. The security of the sulo bins is the organiser's responsibility and any damaged or stolen bins are to be paid for by the organisers.
 13. All equipment (vehicles, trailers, banners, stages, etc.) must be removed from the area by 6.00 am on the day following the hire dates.
 14. Any hire may be refused when the person or organisation have previously not complied with conditions of hire. Any application for hire may be cancelled at any time. In the event of two or more applications for hire being received for the same time and date, the Chief Executive Officer (or delegate) shall determine to which applicant the hire shall be granted.
 15. If the booking is cancelled following payment of hire and bond fees, the bond will be refunded in full. The hire fees will be refunded as follows:
 - 14 days prior to booking – full refund
 - 7 days prior to booking – 50% refund
 - 48 hours – no refund

Food Permits

1. Temporary food premises are permitted to operate for one (1) day only (*not applicable to Trading in Public Places Licence holders*).
2. Permission is to be obtained from, and all appropriate fees are to be paid to, the organisers of the events at which the stalls are to be held.
3. All food on the stall is deemed to be for sale to customers. Unless the food is in a container (with lid) and marked "Not for sale".
4. All pre-packed food shall be labelled in accordance with the relevant legislation.
5. No animals are permitted within the stall, and where possible kept totally away from the stall.
6. Stalls are not to be located in close proximity to events or activities that may create or cause any dust problem.
7. If the stall is on unsealed ground, a suitable impervious material shall be laid over the ground area.
8. Unless the food is pre-packed food, the stall is to enclosed with roof, and three sides. These are to be covered with plastic sheeting, vinyl, or as approved by the Principal Environmental Health Officer.
9. All material used must be clean and capable of being kept clean during the duration of the event.
10. All equipment, fixtures, and furniture are to be smooth, impervious, and free from cracks and crevices.
11. All items required to be provided shall be available and operating when the stall is operating.
12. The stall and equipment must be kept free of grease, food scraps, dirt, and dust by regular cleaning. Therefore, adequate supplies of detergent, mops, clean cloths, etc, must be available at the stall for cleaning purposes.
13. Separate hand washing facilities and utensil washing facilities shall be provided within the stall. Hot and cold water is to be available,

-
14. Hand washing facility is to be a water container with a tap (or similar) and a bowl to collect the water. Hands should be washed directly under water running from the tap and the water collected in the bowl. The bowl should be emptied frequently. Next to the facility soap, clean towels (preferable paper, disposable towels), and bin must be provided.
 15. Utensil washing facilities is to be at least a bowl that is of a sufficient capacity for adequate cleaning. The water in the bowl is to be emptied frequently. Detergent must be provided at the bowl. It is advisable to provide a bench or worktop adjacent to the sink for draining/storing washed equipment. If only pre-packed food is sold this washing up facilities will not need to be provided.
 16. Disposal of water to Council's satisfaction. Wastewater is not to be deposited into storm water drains or onto grass or paved areas.
 17. All water used for cooking and drinking must be stored in clean containers with tight fitting lids. These need not be additional to the containers for washing water.
 18. Only potable, town water or bottled can be used.
 19. Food must be covered at all times to protect it from contamination
 20. All food is to be stored within the stall, and be 750 mm above the ground.
 21. Provision shall be required for screening or shielding the stall to protect any perishable food from direct sunlight.
 22. Food shall not be displayed so as to be openly accessible to the public. A physical barrier shall be provided by means of sandwich display type counters, perspex glass sneeze guards or clear plastic siding to the stall.
 23. Bain-maries and refrigerated displays must be fully enclosed.
 24. Care should be taken to prevent contamination of one food from another, particularly between raw and cooked or ready-to-eat foods. This can be achieved storing the food in separate areas, by the use of separate containers and utensils, by frequently washing hands/changing gloves and by separate staff handling raw and cooked or ready-to-eat foods.
 25. All condiments such as sauce, mustard, etc, shall be contained in squeeze type dispensers or in individual sealed packs.
 26. Disposable eating and drinking utensils only shall be used. Such utensils must not be left open to contamination and must not be washed and reused. This includes straws.
 27. Tea, coffee, cordial, and other beverages shall be dispensed from an enclosed or lidded receptacle equipped with a tap or spout.
 28. Do not use food that has been reheated.
 29. It is important the certain foods are stored at the correct temperature. Foods that require special storage conditions include:
 - a. Milk and dairy products;
 - b. Products which contain cream, custard, trifle, etc;
 - c. Meat and any dishes containing meat (including seafood);
 - d. Prepared vegetable dishes; and
 - e. Cooked rice.
 30. Foods that require special storage conditions must be either below 5°C or above 60°C at all times.
 31. Please note that authorised officers have the power to confiscate food that appears unsafe or unsuitable. Occupiers are advised that food stored at incorrect temperature may fall into this category.

-
32. The following pre-cooked foods are not to be sold: chicken, chicken pieces, or rice. If you wish to sell these, they must be cooked on site.
 33. All heating and cooking equipment, including open flame barbecues and cooking plates, shall be located within the stall or otherwise suitably protected from all forms of contamination (including coughing, sneezing by the public). Please note: for safety reasons, it is advisable to have this equipment away from the reach of the public.
 34. Adequate provisions shall be made to protect the stall walls and floor from heat, flame and splashing.
 35. Where open flame cooking is carried out, a fire extinguisher of adequate size and suitable for extinguishing the type of fire likely to occur, shall be conveniently provided.
 36. Self service of unwrapped food is not permitted.
 37. Adequate clean serving utensils must be used. Where there can not, staff are either to use disposable gloves (changed frequently) or frequently wash their hands.
 38. All persons preparing, cooking or handling the food must:
 - a. be clean at all times, including having clean outer clothing;
 - b. have hair tied back, it is also recommended that head covering be worn;
 - c. be free from an infectious disease and sin sores or lesions;
 - d. cover all cuts and burns on hands, arms and face with waterproof dressing (preferable of a bright colour);
 - e. wear no excess jewellery;
 - f. not eat meals in the food preparation area, nor smoke in stall (wash hands after these activities);
 - g. not blow into bags or use hands to open bags when serving food;
 - h. not touch their hair, face or body whilst engaged in food handling (wash hands after these occur); and
 - i. not cough or sneeze over food (wash hands after cough or sneeze).
 39. Regular and thorough hand washing must be undertaken.
 40. The Principal Environmental Health Officer may request that people attend a food safety talk. Or if you wish an Environmental Health Officer may be able to give a talk on food safety issues.
 41. Suitable garbage receptacles shall be provided near the stall for the public to dispose of used take-away food containers and the like.
 42. Receptacles are also to be provided within the stall. They are required to have tight fitting lids and internal plastic liners.
 43. Receptacles are to be emptied are required.
 44. At the end of trading, all garbage shall be removed and the areas shall be left in a clean and tidy condition.

PERMIT CONDITIONS:

1. Definitions

1.1 Meaning of Words

In this Permit, the following words or phrases have the following meaning:

"Approved Purpose" means the purpose described in the Particulars;

"Approved Times" means the operating times specified in the Particulars.

"Equipment" includes without limitation, tents, marquees (or other shelters), buildings, structures, signs, advertisements and notices.

"Permit" means this Permit granted by the Shire of Broome to the Permittee;

"Permit Area" means the area and/or buildings and any improvements described in the Particulars, located on the regulated land;

"Permit Bond" means the amount (if any) described in the Particulars;

"Permit Fee" means the amount described in the Particulars;

"Permittee" means the person or company described in the Particulars;

"Sponsor Benefits" means the benefits intended for the Shire of Broome (if any) so described in the Particulars.

"Tax Invoice" in relation to a Taxable Supply means an invoice for the Taxable Supply required by the GST Act to support a claim by the recipient for an Input Tax Credit for the GST on the Taxable Supply;

"Taxable Supply" has the meaning given to that term in the GST Act.

"Term" means the period described in the Particulars.

2. Grant of Permit

2.1 General

The Shire of Broome grants this Permit to the Permittee to use the Permit Area for the Term and the Permittee must pay to the Shire of Broome the Permit Fee and the Permit Bond specified in the Particulars no later than 7 days before the Commencement Date.

2.2 Not to create tenure

The Permittee agrees that:

2.2.1 the Shire of Broome may use, or permit other parties to use, the Permit Area; and

2.2.2 this Permit does not create any estate or interest in the Permit Area, other than a contractual right.

3. Use of the Permit Area

3.1 Permittee's Covenants

The Permittee covenants to:

- 3.1.1 only use the Permit Area for the Approved Purpose(s) and during the Permitted Time(s);
- 3.1.2 refrain from bringing, displaying, affixing or allowing any Equipment onto the Permit Area,
- 3.1.3 refrain from doing anything in connection with the Permit Area which may be dangerous or cause a nuisance or interfere with any other person;
- 3.1.4 prevent environmental damage, degradation, pollution or contamination occurring either on or about the Permit Area as a result of the Permittee's use or occupation of the Permit Area;
- 3.1.5 prevent and refrain from causing damage to the Shire of Broome's infrastructure, signs, and other equipment on or adjacent to the Permit Area;
- 3.1.6 immediately notify the Shire of Broome if any of the events described in paragraph 3.1.4 above occur, and reimburse the Shire in full for the cost of any resultant remedial works; and
- 3.1.7 leave the Permit Area clean and free of rubbish after the Permittee's access.

3.2 Permittee's Obligations

The Permittee must:

- 3.2.1 at its own cost, take reasonable precautions against injury to patrons on the Permit Area;
- 3.2.2 comply with all laws in connection with the Permit Area and the Approved Purpose including the
- 3.2.3 not install or alter any existing fixture without the prior written consent of the Shire of Broome;
- 3.2.4 obtain the Shire of Broome's consent before bringing any heavy equipment or inflammable substances onto the Permit Area except to the extent to that such equipment or substances are consistent with the Approved Purpose; and

3.3 Assignment

- 3.3.1 The Permittee must not deal with this Permit including assigning or transferring this Permit to a new Permittee.

4. Right of Entry

The Shire of Broome, including all rangers, health inspectors, employees or agents authorised by the Shire of Broome may enter and remain on the Permit Area at any time during the Term.

5. Termination of the Permit

The Shire of Broome may terminate this Permit if the Permittee breaches any of the Permittee's covenants, obligations or responsibilities under this Permit.

6. Obligations at the end of Term

6.1 Permittee's obligations at the end of this Permit

At the end of this Permit, the Permittee must:

- 6.1.1 remove all of its Equipment and make good any damage to the Permit Area; and
- 6.1.2 vacate the Permit Area and leave the Permit Area in a clean and tidy condition, to the reasonable satisfaction of the Shire of Broome.

6.2 Permittee's Property left in the Permit Area

Anything left in the Permit Area at the end of this Permit may be removed by the Shire of Broome at the Permittee's cost and risk.

6.3 Refund of Permit Bond

The Shire of Broome will refund the Permit Bond (if any) to the Permittee within 30 days of the expiry or earlier termination of the Term, less any amount required to:

- 6.3.1 repair any damage to the Permit Area;
- 6.3.2 clean the Permit Area; and
- 6.3.3 recover any other costs arising under this Permit that are the responsibility of the Permittee, including costs that are incurred due to the Permittee's breach of these Permit conditions.

7. Emergency

7.1 Emergency

Where there is evidence of unruly behaviour, an emergency or a risk to any persons in or about the Permit Area, the Shire of Broome may terminate the Permit immediately and any Permit Fee paid by the Permittee will be forfeited, except where the termination of the Permit resulted from an act or omission of the Shire of Broome.

8. Insurance

8.1 Insurances to be effected by the Permittee

If the Permittee is a registered company or business, the Permittee must maintain insurance in the names of the Shire of Broome and the Permittee, with an insurer approved by the Shire of Broome, for public liability in the amount of \$10 million concerning one single event (or such greater sum as reasonably required by the Shire of Broome). A certificate of currency of insurance must be provided to the Shire of Broome prior to the Commencement Date.

8.2 Termination Right

If the Permittee is a registered company or business and fails to comply with clause 8.1, the Shire of Broome may terminate this Permit with immediate effect by giving written notice to the Permittee.

8.3 Not Invalidate Policies

If the Permittee is a registered company or business, the Permittee must not do anything which may make any insurance effected by the Permittee invalid, and the Permittee must notify the Shire of Broome if the insurance effected by the Permittee is cancelled.

9. Release and Indemnity

9.1 Release

The Permittee uses and occupies the Permit Area at its own risk and releases the Shire of Broome from all claims resulting from any damage, loss, death or injury in connection with the Permit Area except to the extent that the Shire of Broome is negligent.

9.2 Indemnity

The Permittee must indemnify and hold harmless the Shire of Broome against all claims resulting from any damage, loss, death or injury in connection with the Permit Area, the Approved Purpose and the use and occupation of the Permit Area by the Permittee, except to the extent that the Shire of Broome is negligent.

10. Dispute Resolution

In the event of a dispute arising between the parties, both parties agree to meet, discuss and attempt to resolve the dispute between themselves in the first instance, before instituting formal litigation.

11. Occupational Health and Safety

11.1 Compliance with laws & directions

11.1.1 The Permittee must comply with all Occupational Health and Safety Laws.

11.1.2 The Permittee will follow all directions of the Shire of Broome or any other authorised party in the event of any emergency.

EXECUTED as an agreement.

SIGNED for and on behalf of **THE SHIRE OF BROOME** by its authorised officer in the presence of:)
)
)

Signature of Witness

Signature of authorised officer

Name of Witness

Name of authorised officer

Position of authorised officer

Use when Permittee is a person

PERMITTEE (if a person or persons)
SIGNED by)
In the presence of:)

Witness

Dated

SIGNED by)
In the presence of:)

Witness

Dated

Use when Permittee is a Company

PERMITTEE (if a Company)
SIGNED for and on behalf of **XYZ COMPANY** by its authorised officer in the presence of:)
)
)

Signature of Witness

Signature of authorised officer

Name of Witness

Name of authorised officer

Position of authorised officer

Use when Permittee is a corporation

EXECUTED by

[Name of Permittee corporation] in accordance with
Section 127 of the *Corporations Act 2001* in
the presence of

Signature of director

Signature of director/company secretary
(Please delete as applicable)

Name of director (print)

Name of director/company secretary (print)

DRAFT