



**SPECIAL EVENTS PERMIT**  
**(APPLICATION FORM)**

Contact Person..... Position Held.....

Contact Number..... Email.....

I/We hereby apply to the Coorong District Council to use the premises/facility at (insert address of property): .....(Facility)

for the purpose of (insert name and a description of the event and/or activities to take place): .....(Activity)

to be held on (insert date of event).....

**Fees Applicable**

\$26 per application

Special Events Permit (use of council land for private functions) \$285 per day

Please complete this form in BLOCK LETTERS and return to:  
The Coorong District Council, PO Box 399 TAILEM BEND SA 5260  
Phone 1300 785 277  
Fax (08) 8572 3822  
Email: [council@coorong.sa.gov.au](mailto:council@coorong.sa.gov.au)

**Please ensure that this Application Form is completed entirely and all requested documentation and payment is attached to avoid delays in processing your application.**

Applicant's Name/s..... (ABN (if applicable)).....

Postal Address.....(Applicant)

Phone Number..... Fax Number.....

between the hours of:

.....and .....

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

- A. The Applicant agreeing to the conditions of the Permit as contained herein;
- B. The Applicant agreeing to any/all Special Conditions that the Council may determine and attach to this Permit;
- C. The Applicant paying the Permit Fee.
- D. The Applicant receiving a copy of the Permit and this Application Form signed by both the Council and the Applicant.
- E. The Applicant providing to the Council, prior to using the facility or commencing the Activity:-
  - 1. A copy of the current public liability insurance certificate for the amount the Council notifies to the Applicant;
  - 2. A copy of the Workplace Services Registration detailed above (if any).
- F. If food and/or drink is to be sold or provided at the event please complete a separate temporary food notification form available from Council on the following link or by contacting the Civic Centre on telephone number 1300 785 277  
[http://www.coorong.sa.gov.au/webdata/resources/files/Temporary\\_Food\\_Business\\_Notification\\_V2.pdf](http://www.coorong.sa.gov.au/webdata/resources/files/Temporary_Food_Business_Notification_V2.pdf)
- G. The Applicant completes a Special Event Plan Check list available from Council on the following link or by contacting the Civic Center on telephone number 1300 785 277  
[http://www.coorong.sa.gov.au/webdata/resources/files/CDC\\_Special\\_Event\\_Plan\\_Checklist.pdf](http://www.coorong.sa.gov.au/webdata/resources/files/CDC_Special_Event_Plan_Checklist.pdf)
- H. If music will be played, please provide details.....  
.....
- I. Council will / will not provide power (strike out inappropriate). If Council will provide power, please provide details of amount of power required.....  
.....
- J. If carnival or amusement rides are to be situated at the Facility or provided in connection with this Permit please provide details and please provide the Workplace Services Registration.....Expiry Date.....  
Description.....  
.....

**Please ensure that the following documentation (if applicable) is enclosed:**

- Site map
- Event plan
- Insurance Certificate of Currency (public liability minimum \$10,000,000)
- Certificate of Incorporation (if applicable)
- Certificate of registered charity (if applicable)
- Completed Planning for Special Event Checklist
- Temporary Food Notification Form (if applicable)

In making this application, I/we acknowledge that I/we have read, understand and agree to be bound by the conditions of the Permit and declare that the particulars provided by me/us are true and accurate.

Dated the .....day of .....20....

**Signed** by or on behalf of THE APPLICANT in the presence of:

.....  
Signature of witness

.....  
THE APPLICANT/AUTHORISED REPRESENTATIVE

.....  
Name of witness (print)

**COUNCIL USE ONLY**

**Time of Use**

The Permit is valid on the following date(s) and time(s) .....  
(**Time of Use**)

**Electricity**

The Applicant is permitted to use the amount of electricity as calculated on the following basis.....

**Insurance**

Insurance Certificate of Currency (public liability minimum \$10,000,000) provided

**Approved / Declined by the Council**

**Comments** .....

**Signed for THE COORONG DISTRICT COUNCIL** by its authorised officer:

.....  
Signature of authorised officer

.....  
Position of authorised officer

# TERMS AND CONDITIONS

## DATE

## PARTIES

The **COORONG DISTRICT COUNCIL** of 95 -101 Railway Terrace, Tailem Bend SA 5260 (**Council**)

The party named as the Applicant on the Application Form (**Applicant**)

## BACKGROUND

- A. The Council has received an Application from the Applicant for the grant of a permit from the Council to use the Facility for the Activity during the Time of Use.
- B. The Council has agreed to grant a permit to the Applicant in accordance with the terms and conditions of this Permit.

## TERMS AND CONDITIONS

### DEFINITIONS AND INTERPRETATION

#### Definitions

In this Permit unless the context otherwise requires:

**Applicant** means the person described as such in the Application Form and where the context permits includes the employees, agents and invitees of the Applicant.

**Application Form** means the Application Form to which this Permit is attached.

**Application** means the application made by the Applicant for the granting of this Permit which includes completion of the Application Form by the Applicant.

**Activity** means the activity approved by this Permit and described in the Application Form.

**Council** means the Coorong District Council of 95 Railway Terrace, Tailem Bend SA 5260 and includes its members, employees agents and authorised representatives.

**Facility** means the premises within the Council's area as described in the Application Form.

**Legislation** includes any relevant Statute or Act of Parliament (whether State or Federal) and any regulation or by-law including by-laws issued by any local government body or authority.

**Permit** means this permit granted by the Council to the Applicant for the Activity.

**Permit Fee** means the fee as set out in the Coorong District Council's Fees and Charges Register or such other amount as the Council may notify to the Applicant.

**Statutory Requirements** means all relevant and applicable Legislation and all lawful conditions, requirements, notices and directives issued or applicable under any such Legislation.

**Structure** means any structure fixture fitting or property erected and/or installed in or on the Facility by the Applicant including of a temporary nature.

**Time of Use** means the period the Council describes as such in the Application Form.

#### Interpretation

words importing the singular embrace the plural and words importing one gender shall embrace the other gender and vice versa respectively;

any reference to a person shall be deemed to include a corporate body and vice versa;

all moneys payable by the Applicant to the Council under this Permit shall be recoverable as a debt;

headings are for convenience of reference only and shall not affect the construction or interpretation of this Permit;

a reference to an Item is a reference to an item of the Schedule;

a reference to the Schedule is a reference to the schedule attached to this Permit;

#### EFFECT OF APPLICATION FORM

The Application Form is correct and forms part of this Permit

#### GRANT OF PERMIT

In consideration of payment of the Permit Fee, the Council authorises the Applicant to use the Facility for the Activity during the Time of Use.

#### APPLICANT'S COVENANTS

The Applicant expressly agrees with the Council that the Applicant must comply with the terms and conditions of this Permit as follows:

#### Permit Fee

The Applicant must pay to the Council the Permit Fee and the parties acknowledge that

except as otherwise provided in this Permit the Permit Fee is inclusive of all utilities consumed by the Applicant during the Time of Use.

### **Permits, certificates, licences, authorisations etc**

The Applicant must provide to the Council prior to using the Facility or commencing the Activity a copy of all permits, certificates and any other authorisations which may be required from the Council or some other governmental, civic, or municipal authority to undertake the Activity including but not limited to an Australian Prudential Regulatory Authority licence for the broadcast of music.

Without limiting clause 0, the Applicant acknowledges and agrees that it has obtained Workplace Services Registration (as described in the Application Form) for all carnival or amusement structures used to provide rides or similar services to the public for a fee in any way connected with this Permit.

The Applicant must not:

serve, sell or provide to persons; or  
consume or allow persons to consume;  
alcohol or alcoholic beverages in or on the Facility without the Council's prior approval and if legally required a liquor licence for the sale and /or consumption of alcohol a copy of which must be provided to the Council prior to using the Facility or commencing the Activity.

### **Indemnity & Release**

The Applicant indemnifies the Council from and against all actions, costs, claims and damages, which may be brought or claimed against the Council arising out of or in relation to the Activity or the granting of this Permit.

.The Applicant releases the Council from any liability or claim resulting directly or indirectly from any accident, damage, loss or injury occurring or arising from the Activity or the use of the Facility except where any action, cost claim or damage is caused by the negligence or default of the Council its officers, employees or its agents.

### **Public Risk Insurance**

The Applicant must effect and maintain a public risk insurance policy from a reputable insurer in the name of the Applicant and noting the interests of the Council as owner of the Facility for the minimum amount per

claim as notified by the Council or such other amount as the Council may reasonably require from time to time and such policy must:

bear an endorsement from the insurer indicating the insurer accepts the indemnity given by the Applicant to the Council under clause 0; and

cover the injury, loss or damage to persons or property arising directly or indirectly from:

- (a) the Activity; or
- (b) the use of the Facility.

The Applicant must not commence the Activity or in any way use the Facility until the Applicant has provided to the Council a copy of the public risk insurance policy specified in clause 0.

### **Compliance with Statutory Requirements**

The Applicant must at its own cost and expense comply with any Statutory Requirements relating to the Activity and the use of the Facility including but not limited to the installation and use of any Structure.

### **Authorised Use**

The Applicant must not undertake any activity or allow the Facility to be used other than in accordance with this Permit including but not limited to permitting any unlawful activity to take place in or on the Facility.

The Applicant acknowledges that the following are not permitted in or on the Facility at any time without the Council's prior approval:

vehicles;  
horses (and similar animals); and  
fireworks.

The Applicant must not cause or permit a music system or amplified sound to be used by any permit holder without the Council's prior approval.

The Applicant acknowledges that the Council has the absolute discretion to require that the Applicant (at the Applicant's own cost):

remove and/or disassemble a Structure installed or erected by the Applicant; and  
remove or take down any signs affixed on in or to the Facility by the Applicant.

If the Applicant does not comply with clause 0 to the Council's reasonable satisfaction the Council may undertake the work itself and

any costs incurred by the Council in doing so may be recovered from the Applicant and the Applicant may forfeit any security bond paid.

### **Maintain condition of Facility**

The Applicant must at its own cost and expense during the Time of Use keep the Facility in a good, safe and clean condition to the Council's satisfaction and comply with all reasonable requests of the Council in relation to the Facility.

If the Applicant does not maintain the Facility in accordance with its obligations under clause 0 the Council may carry out any such maintenance and the Council shall be entitled to recover any costs incurred in doing so from the Applicant.

### **Damage**

The Applicant must when:  
undertaking the Activity; and  
using the Facility;

take all reasonable precautions to avoid damage to the Facility or any land or buildings in the immediate vicinity of the Facility and must notify the Council of any damage or potential hazards within a reasonable time of the Applicant becoming aware of them.

If the Applicant does cause any damage to the Facility or any of the Council's property as a result of the Activity or the Applicant's use or misuse of the Facility, the Council will undertake the rectification and repairs and any costs incurred in doing so must be reimbursed by the Applicant upon request and the Applicant may forfeit any security bond paid.

### **Power**

If, the Council allows the Applicant to consume electricity at the Facility, the Applicant must not exceed the quota of electricity the Council permits in the Application Form.

### **Security**

The Applicant must at the Applicant's cost ensure that sufficient security staff is present at all times during the Times of Use to secure the Facility if in the Council's reasonable opinion such security is required.

### **Fire precautions**

The Applicant must comply with all requirements and directives of the Council

with regard to fire safety systems and procedures including fire evacuation drills and other procedures.

### **MUTUAL COVENANTS**

#### **Permit Not Transferable**

This Permit is not transferable.

#### **Operation of Permit**

This Permit is not effective and the Facility must not be used until:

the Applicant has received a copy of this Permit signed by the Council; and  
clause 0 has been complied with.

#### **Warranty**

The Applicant warrants that it has inspected the Facility and the Facility is safe and fit for the Activity and the Applicant's use.

The Council does not warrant that the Facility will be suitable (structurally or otherwise) for the Activity or the Applicant's use.

#### **Contractual rights only**

This Permit does not confer on the Applicant any exclusive right, entitlement or proprietary interest in the Facility.

#### **Council's right to enter**

The Council may (except in the case of emergency when no notice will be required) enter the Facility at any time upon providing reasonable notice to the Applicant to do anything the Council must or may do under this Permit or must do under any Statutory Requirements.

In an emergency the Council may:  
close the Facility; and  
prevent the Applicant from entering the Facility.

#### **Termination of Permit**

This Permit will immediately terminate on the earlier of:

the expiration of the Time of Use; or  
the termination of the Permit by the Council as permitted under this Permit.

#### **Council's right to terminate**

In addition to any other right to terminate pursuant to this Permit or at law, the Council may terminate this Permit at any time before, during or after the Activity or during the Time of Use, if in the reasonable opinion of the Council, termination is justified.

#### **Obligations on termination**

Upon the expiration or earlier termination of this Permit the Applicant shall at its own cost and expense return the Facility to its condition prior to the Permit being granted including but not limited to:

removing the Structure (if any);

ensuring the Facility is clean and tidy and that any rubbish resulting from the Activity or the Applicant's use of the Facility is removed and disposed of;

replacing any furniture in its original position; and

ensuring any doors and windows are securely fastened and any lights and power are switched off before leaving the Facility.

If the Applicant does not comply with clause 0 to the Council's reasonable satisfaction the Council may undertake the work itself and any costs incurred by the Council in doing so may be recovered from the Applicant and the Applicant may forfeit any security bond paid.

#### **Breach**

If the Applicant breaches a provision of the Permit and fails to remedy the breach within a reasonable time of being directed by the Council to do so the Permit will be terminated, effective immediately.

#### **GST**

For the purposes of this clause 0:

**the Act** means the A New Tax System (Goods and Services Tax) Act 1999 (**Act**).

**GST** has the same meaning as that term in Section 195-1 of the Act.

**Supply** means a taxable supply and has the same meaning as that term in the Act.

**Tax Invoice** has the same meaning as that term in Section 195-1 of the Act.

All monies payable by the Applicant to the Council pursuant to this Permit (**Payments**) do not include any GST.

If when making a Payment to the Council, such Payment constitutes a Supply within the meaning of the Act, the Applicant shall also pay an amount on account of GST equal to the Payment multiplied by the current GST rate (**GST Amount**).

Upon receipt of the Payment and the GST Amount, the Council will provide the Applicant with a Tax Invoice in a form compliant with the Act.

#### **Costs**

The Applicant is responsible for all costs incurred by the Council as a consequence of any actual or threatened breach of this Permit by the Applicant.

#### **Special Conditions**

The parties agree that the Special Conditions (if any) contained in Annexure A shall apply to this Permit and in the event of any inconsistency between the Special Conditions and these conditions, the Special Conditions shall prevail.

#### **Annexure A**

#### **Planning for a Special Event Checklist**