

Product Display / Activation Standard Permit Conditions



16/07/2024

Standard Permit Conditions for Product Display / Activation

Conditions

Principal conditions

1. The Permit Holder is only permitted to:
 - a. undertake the Permit Activity;
 - b. during the Permit Days and Times within the Permit Period; and
 - c. in the Permit Area.
2. This Permit cannot be transferred or assigned unless an application for the transfer of the Permit has been made and approved by the Shire.
3. The Permit Holder must carry a copy of this Permit at all times while undertaking the Permit Activity and present it to any Shire representative upon demand.
4. The Permitted Activity shall be conducted in accordance with 'General' provisions under Part 6 & 7 of Shire of Augusta Margaret River Activities in Thoroughfares and Public Places and Trading Local Law 2020 and all terms and conditions under this schedule.
5. The Permit Holder shall be responsible for the cost of any damage to, or the cleaning of, the reserve or the road/footpath/car park resulting from the conduct of the Permitted Activity.

Special Conditions

6. Designated exits from the adjacent premises shall be maintained clear of obstructions and permit patrons to efficiently exit the building/s in case of emergency.
7. The display equipment and permit area must be maintained in a clean and safe condition at all times.
8. All display equipment must be contained within the Permit Area as delineated in the uploaded site plan.
9. All display equipment must not be fixed and must be removed from the Permit Area outside approved trading hours.
10. Pedestrian paths shall be maintained at an unobstructed width of 2 (two) meters. All pedestrians must be provided with a continuous accessible path of travel at all times.

11. The Permit Holder shall be responsible for all and any costs associated with the removal, alteration, repair, cleaning, reinstatement or reconstruction of any part of the public place arising from the conduct of the Permitted Activity.
12. The Permit Holder must temporarily remove the display equipment when requested to do so on reasonable grounds by the Shire. The furniture and equipment may then be replaced by the Permit Holder once directed by the Shire.
13. Should the Shire need to undertake any works within or near the approved location, if required, the Permit Holder must vacate the site until notified by the Shire that the works is complete and the Permit Holder may return to the approved location to conduct the approved activity.

No exclusive rights

14. This Permit does not grant the Permit Holder any exclusive rights to the Permit Area.

Insurance

15. The Permit Holder must hold a current public liability insurance cover to the value of not less than \$20,000,000 in respect of the display / activation.
16. The Permit Holders shall ensure that a copy of the insurance cover's certificate of currency for the activation is provided to the Shire prior to being set up in the Permit Area.

Indemnification

17. The Permit Holder uses the Permit Area at its own risk.
18. The Permit Holder releases the Shire from liability for any damage, loss, injury or death occurring in the Permit Area or otherwise arising from or connected to the display.
19. The Permit Holder indemnifies the Shire against any action or demand arising from any damage, loss, injury or death caused by the Permit Holder or any of the Permit Holder's contractors or agents act or negligence.

Breach of conditions

20. Council reserves the right to withdraw approval for the Permitted Activity and all approvals granted by the Shire to the Permit Holder for the Permitted Activity shall cease should the Permit Holder operate the Permitted Activity in breach of the terms and conditions contained in this Permit.