

Goods on Footpath Licence

This application is made under *Whitsunday Regional Council Local Law No. 1 (Administration) 2014*. A copy of these laws may be found on website: <http://www.dip.qld.gov.au/local-government/local-laws-database.html> and select 'Whitsunday Regional Council' to search.

If you have any questions about how to complete this form, please contact Council's Planning and Community Section on 07 4945 0259.

Please complete this application in BLOCK LETTERS and tick or fill in boxes where applicable. If a question does not apply, please indicate 'n/a'.

APPLICATION TYPE

- | | | | |
|--|----------|---|----------|
| <input type="checkbox"/> New Licence Application
(Once only fee – not refundable) | \$383.00 | <input type="checkbox"/> Annual Renewal | \$192.00 |
| <input type="checkbox"/> Transfer | \$192.00 | (see 'Transfer Authority' on bottom of this page) | |

Note: All fees current until 30 June 2016

APPLICANT DETAILS

Name: _____
Business Name: _____
Postal Address: _____
Locality/Suburb: _____ State: _____ Postcode: _____
Email Address: _____
Business Phone: _____ Fax: _____ Mobile: _____
Signature: _____ Date: _____

TRANSFER AUTHORITY (If transferring a current licence)

Licencee Name: _____
Business Name: _____
Goods Area: _____
Locality/Suburb: _____ State: _____ Postcode: _____

Agreement of Current Licence holder – I hereby authorise the applicant to transfer this Goods on Footpath licence into their name as detailed in the 'Applicant Details'.

Signature: _____

SITE LOCATION OF BUSINESS

Business Name: _____
Address: _____
Locality/Suburb: _____ State: _____ Postcode: _____
Lot No: _____ Registered Plan No. (RP): _____ Parish: _____
Contact Person: _____ Phone: _____

PROPERTY OWNERS CONSENT

Name: _____
Postal Address: _____
Locality/Suburb: _____ State: _____ Postcode: _____
Email Address: _____
Business Phone: _____ Fax: _____ Mobile: _____

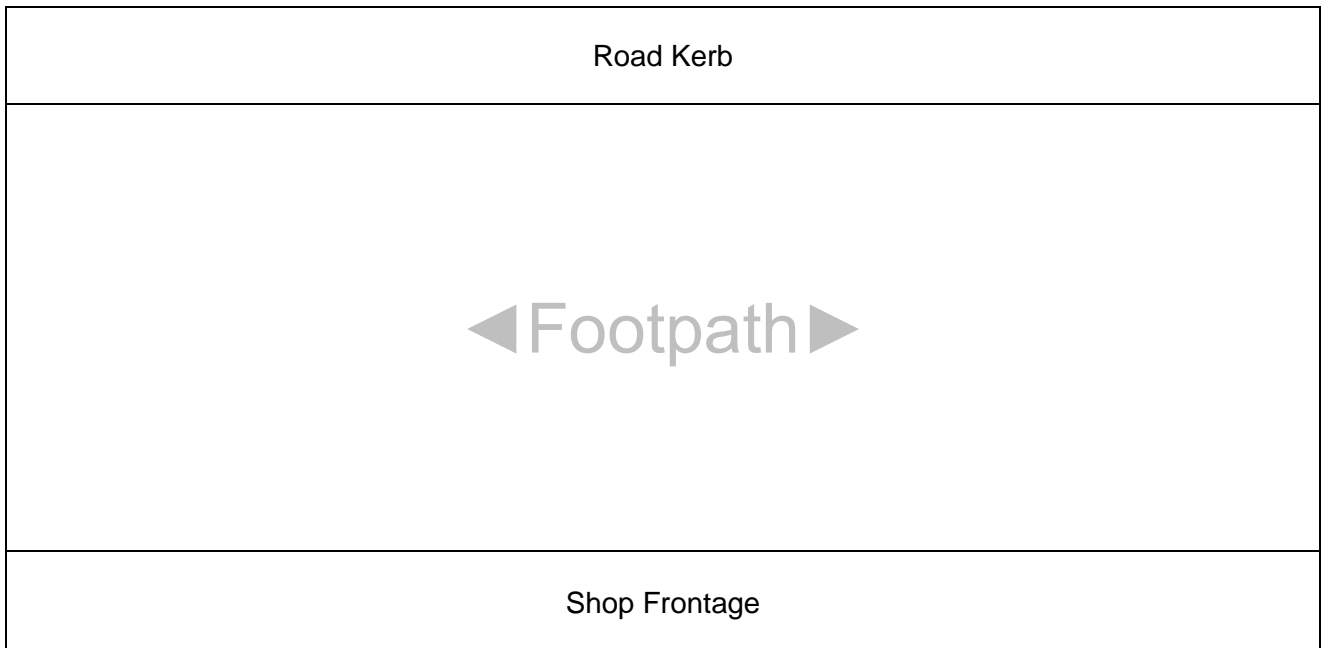
I/We being the owner/s of the property described in this application, hereby consent the abovementioned applicant making an application for Goods on Footpath in front of my premises.

Applicant Signature: _____ Date: _____

LOCATION DIAGRAM

Please show the clearance distances to the kerb and shop frontage, when items are placed in your preferred locations. Please also indicate the type of goods to be displayed.

Note: Items may only be displayed in front of your business



APPLICANT AGREEMENT WITH LOCAL GOVERNMENT

Surname: _____

Given Names: _____

I acknowledge that any licence issued pursuant to this application shall be in accordance with the following conditions:

- a) The licence holder shall, at all times, keep indemnified the Council, its members, officers, employees and agents from all actions, suits, proceedings, claims, demands, losses, costs, charges and expenses which may be taken against, made on, or suffered by it or any of them directly or indirectly on account of or in respect of or arising out of any act, matter or thing done or omitted to be done by the licence holder or its agents or employees or any of them in connection with any activity carried out or supporting to be carried out under the permit or in observance, fulfilment, non-observance, or non-fulfilment or any condition of the licence;
- b) The holder of the licence must take out a public liability insurance policy to the value of TWENTY MILLION DOLLARS (\$20,000,000.00) with the Local Government being endorsed as an interested party;

Applicant Signature: _____ Date: _____

PROOF OF PUBLIC LIABILITY A copy of your Public Liability must be attached to this application

Name of Insurance Company: _____

Expiry Date: _____

COUNCIL POLICY – Goods on Footpath

Goods on Footpath may be allowed throughout the Shire on the following basis:

- a) The maximum width of the footpath permitted to be used for the display of goods shall be 600mm out from the building.
- b) The annual licence fee, as determined by Council, is to be paid each financial year.
- c) Licence certificates are to be kept on site.
- d) The licensee is to ensure that their displayed goods are kept in a neat and tidy condition at all times.
- e) Council may require the removal of any goods which are in a state of disrepair, offensive or dangerous.
- f) Each licence holder shall provide a copy of their TWENTY MILLION DOLLAR (\$20,000,000.00) Public Liability insurance for any goods that are kept on Local Government controlled land.
- g) A clearway of footpath is retained for pedestrian use of at least 1.8m wide.

AGREEMENT WITH LOCAL GOVERNMENT, INDEMNIFYING THE LOCAL GOVERNMENT AGAINST CLAIMS FOR PERSONAL INJURY AND DAMAGE TO PROPERTY IN CONNECTION WITH THE LICENCE

APPLICANT / INDEMNIFIER DETAILS

Name: _____

Postal Address: _____

Locality/Suburb: _____ State: _____ Postcode: _____

Business Address: _____

Locality/Suburb: _____ State: _____ Postcode: _____

Email Address: _____

Business Phone: _____ Fax: _____ Mobile: _____

Signature: _____ Date: _____

AGREEMENT

I _____, the proposed holder of a licence under , Whitsunday Regional Council Local Law No. 1 (Administration) 2014, agree to enter into this binding agreement with Whitsunday Regional Council, indemnifying Whitsunday Regional Council against claims against the holder of the licence for personal injury (including death) and damage to property (including economic loss) arising by, through or in connection with the licence.

Signature: _____ Date: _____

WITNESS OF APPLICANT / INDEMNIFIER'S SIGNATURE

Witness Name: _____

Signature: _____ Date _____