



Southern Drive, Busselton WA 6280
All Correspondence to: The Chief Executive Officer,
 Locked Bag 1, Busselton WA 6280
 Ph: (08) 9781 0444 – Fax: (08) 9752 4958
 Email: city@busselton.wa.gov.au - Web: www.busselton.wa.gov.au

**COMMERCIAL HIRE EXPRESSION OF INTEREST APPLICATION
 FORESHORE KIOSK**

Name of Applicant:	
Postal address:	
Business name:	
Email:	Business phone:
Fax:	Mobile:
Contact name for operations:	24 hour contact:
Position:	ABN:

Fees:	
Bond: \$500.00	
Initial Permit Application Fee	\$ 155.00 (inc GST)
Foreshore Kiosk Permit Fee:	\$250.00 (inc GST) <i>Tax Invoice: 28 day terms</i>

PERIOD AND TIMES THAT THE BUSINESS WILL BE OPERATING:

Date of Start:	Proposed term:
-----------------------	-----------------------

MONTHS:	DATES:	MONTHS:	DATES:
Core trading months plus school and public holidays			
<input type="checkbox"/> March	from		to
<input type="checkbox"/> April	from		to
<input type="checkbox"/> May	from		to
<input type="checkbox"/> June	from		to

DAYS:
 Daily from **01 March – 30 June** and for all the duration of lease, gazette school holidays and public holiday weekends only

TIMES:

Monday			to	
Tuesday			to	
Wednesday			to	
Thursday			to	
Friday			to	
Saturday			to	
Sunday			to	

NOTES AND COMMENTS

Assessment Criteria	
Please describe your business.	
What goods and/or services will you be offering?	
Is your business already operating within the City of Busselton or South- West Region?	
How does your proposed product / service add diversity to the current offerings/ activities at the Foreshore?	
How long does your business wish to rent a kiosk for?	
What are your proposed minimum trading hours?	
Does your proposal have any requirements additional to those identified in this Expression of Interest?	

Other information (if applicable)

Identify utility requirements (power , water etc.):

APPLICANT TO CHECK:	
Copies of insurance enclosed	
References enclosed:	
Insurance Details:	
Workers Compensation Details:	
Police clearance	
Working with Children	
Application fee paid upon lodgement of this form:	

Schedule 1 & 2 include Permit Terms and Conditions

Permit Number: **BK**

Authorisation: _____ Date: _____

Schedule 1

TERMS & CONDITIONS FOR USE/HIRE OF LOCAL GOVERNMENT PROPERTY

(Clause 3.3(1)(a) of the City of Busselton Local Government Property Local Law)

1. The City of Busselton (City) hereby grants the Permit Holder the use of the Premises for the duration of this Permit for the Permitted Use subject to the terms and conditions of this Permit. The Permit Holder is not permitted to operate outside these times and places.
2. The Permit Holder may not use the Premises for anything else than the Permitted Use and in particular must not sell, hire, trade, display or otherwise dispose of anything from the Premises other than the goods or services as described in this Permit.
3. The Permit Holder must comply with each law relating to the Premises or the use of the Premises and must obtain all consents, licenses and authorities required by the Permit Holder for the Permitted Use.
4. The Permit Holder accepts the Premises subject to any existing prohibition or restriction on the use of the Premises. The City gives no warranty that the Premises is fit or suitable for the Permitted Use or that the City or any other authority or agency will issue any consents, approvals, authorities, permits or licences required by the Permit Holder under any law, regulation, by-law or local law for its use of the Premises.
5. The rights conferred on the Permit Holder in terms of this Permit are in contract only and does not create or confer on the Permit Holder any estate or interest whatsoever in or to the Premises or any right to the exclusive use or possession thereof.
6. The Permit Holder shall pay to the City prior to the commencement date of this Permit, the Application Fee, Fee for Use of the Premises and all other fees and charges payable in relation to this Permit as determined by the City from time to time.
7. The Permit Holder must pay on demand to the City all charges for services to the Premises which is payable by the Permit Holder.
8. The Permit Holder must keep and display the Permit on the Premises at all times of operation.
9. The Permit Holder must not cause a nuisance or become a disturbance or annoyance to the public or other business operators.
10. The Permit Holder shall not unreasonably restrict or interfere with the use of the Premises or the land in the vicinity thereof by members of the public.
11. The Permit Holder may not do or suffer anything to be done whereby any policy of insurance in respect of the Premises may become void or voidable or whereby the rate or premium on any policy of insurance in respect of the Premises may be increased.
12. The Permit Holder shall, if it is a requirement under this Permit, at his/its cost effect and keep in force for the duration of this Permit:
 - (a) a public risk policy of insurance acceptable to the City in respect of the Premises and the Permit Holder's use thereof for an amount not less than the amount specified in the Permit; and
 - (b) if the Permit Holder has any employees, workers' compensation and employer's indemnity insurance acceptable to the City in respect of such employees, and produce to the City on request, or in any event prior to the commencement date of this Permit, a certificate of currency of such insurances.
13. All risk in relation to the use of the Premises and conducting of the Permitted Use remains with the Permit Holder.
14. The Permit Holder indemnifies the City and covenants and agrees to keep the City indemnified from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the City may suffer or incur in connection with loss of life, personal injury or damage to property arising from the conducting of the Permitted Use or out of any occurrence in, upon or at the Premises or the use by the Permit Holder of the Premises or to the property of any person using or entering or near the Premises or occasioned (wherever it may occur) wholly or in part by any act, neglect, default or omission of the Permit Holder, its employees, agents, contractors, customers, members or any other person or persons using or upon the Premises with its consent or approval expressed or implied.
15. This Permit may not be assigned or transferred without the prior written consent of the City, which consent the City shall in its sole discretion be absolutely entitled to grant or refuse.
16. The City through its employees, contractors or agents may at any time have access to and enter the Premises for purposes of:
 - (a) inspecting the Premises to ascertain whether the obligations of the Permit Holder under this Permit are being performed and observed;
 - (b) undertaking works or maintaining the Premises or the City's property; and

(c) carrying out the observance or performance of any covenant, condition or obligation of this Permit which the Permit Holder failed to observe.

17. Other than for the delivery of goods and equipment, the Permit Holder is not to restrict public parking by parking vehicles or keeping equipment at or in the immediate area of the Premises.

18. The Permit Holder shall not drive or permit to be driven any vehicle to or from the Premise by any means other than the vehicular access ways provided by the City or any other access route approved in writing by the City.

19. The Permit Holder shall not without the prior written consent of the City erect, set up or place any structure, make any structural changes to the Premises or tamper, alter or modify any electrical, water, sewerage, gas, telecoms or other service connection to or on the Premises.

20. The Permit Holder may not affix, exhibit or permit to be affixed or exhibited upon any part of the Premises or adjacent land any placard, sign, poster, hoarding or advertisement without the prior written consent of the City or otherwise than in accordance with any conditions imposed by the City on any permit or consent given by the City.

21. The Permit Holder shall for so long as the Permit Holder uses the Premises or remains in possession or occupation thereof, promptly maintain, repair, clean and keep the Premises at all times in good repair and neat and tidy to a standard acceptable to the City.

22. The Permit Holder must promptly report to the City any damage to or accident at the Premises.

23. It is the Permit Holder's responsibility to ensure that the Premises are kept safe, secure and protected against theft and all doors, windows and other openings are locked or securely shut whenever the Premises is unoccupied.

24. The Permit Holder shall not cause or permit any contamination, pollution or environmental harm to occur on or under the Premises and, if any contamination, pollution or environmental harm is caused by the Permit Holder, its employees, agents, contractors, customers, members or any other person using or upon the Premises with its consent or approval expressed or implied, the Permit Holder must give notice of it as soon as practicable to the City and the Permit Holder must at its cost do all things necessary to minimise and remediate any resultant damage and harm to the reasonable satisfaction of the City and any governmental agency.

25. The Permit Holder shall immediately upon the expiry or cancellation of this Permit (whichever occurs earlier) remove from the Premises all things brought on to the Premises by the Permit Holder and leave the Premises in good order and condition and to make good any damage done to the Premises.

26. The Permit Holder shall pay to the City on demand all legal costs, charges and expenses for which the City shall become liable in consequence of or in connection with any default by the Permit Holder in observing or performing any of the Permit Holder's covenants or obligations expressed or implied in this Permit.

27. The City may apply the bond towards the cost of complying with the Permit Holder's obligations or paying for any arrears, loss, damage and/or cost incurred by or on behalf of the City in rectifying any default by the Permit Holder in observing or performing any of the Permit Holder's covenants or obligations expressed or implied in this Permit.

28. The City may, without prejudice to any of its rights, immediately cancel this Permit if:

- (a) The Permit Holder commits a substantial breach of this Permit or the terms and conditions thereunder; or
- (b) If the Premises is damaged or destroyed to such an extent that it is unfit for conducting the Permitted Use.

29. If this Permit is cancelled by the City due to a substantial breach by the Permit Holder, the Permit Holder shall not be entitled to a refund of any fees or charges.

30. Unless the contrary intention appears:

- (a) words and expressions in this Terms and Conditions shall have the same meaning as corresponding words and expression used in the relevant Application for Permit and this Permit;
- (b) words denoting the singular include the plural and vice versa;
- (c) words denoting a gender include each gender; and
- (d) reference to a person includes a natural person, partnership, joint venture, association, or corporation and a government or any governmental, local authorities and agencies.

31. Failure to exercise or delay in exercising a right, power or privilege under this Permit by the City does not operate as a waiver of that right, power or privilege.

32. The Permit Holder accepts the Special Conditions (if any) under which this Permit has been approved.

Schedule 2

SPECIAL CONDITIONS

	Issue - Specification/Requirement	Compliance Deadline
1	<p>Public and Business Insurance Cover</p> <ul style="list-style-type: none"> -Current public liability insurance cover to 30th June 2022 -Minimum amount per claim > \$1 500 -Workers compensation and indemnity insurance <p>Note: The City shall not be held liable for claims arising from the operations authorised by this Permit.</p>	Confirm details prior to issue of permit
2	<p>Public access and use as a priority.</p> <p>In signing and paying the Permit Fee the Permit Holder shall acknowledge and agree in writing that:-</p> <ul style="list-style-type: none"> - The City may book public areas contiguous and overlapping the Permit area (City Bookings) for other uses and that these take priority over this Permit; and - City Bookings take priority over this Permit; and - The City may or may not (without obligation) identify an alternative location of the continued operation of the Permit during times of displacement due to City Bookings, and - The Permit Holder in operating over public land and in accordance with this Permit shall have no interest in the land or premises, and - The Permit Holder shall have no claim against the City for costs or damages in the event of displacement due to City bookings, save for the refund of fees or part thereof paid by the Permit holder should an alternative location not be offered. 	Sign and return agreement prior to issue of Permit
3	<p>Cancellation of Permit (notwithstanding Schedule 1 Conditions 28 and 29).</p> <p>In signing and paying the Permit Fee the Permit Holder shall acknowledge and agree in writing that the City may at its absolute discretion and without providing further reason cancel this permit upon seven (7) days written notice given to the Permit Holder</p>	For the duration of Permit Operation
Note	Permit shall expire and all operations shall cease after 30 th June 2022.	30 th June 2022

These Conditions shall be read and interpreted in conjunction with Schedule 1 and Local Law.