

	STREET FURNITURE PERMIT	Version No:	2.1
		Issued:	October 2015
		Next Review:	July 2019

1. **PERMIT**

1.1 **Permit Holder**

This permit is issued to:

1.2 **Transfer of Permit (see change of ownership – 1.3)**

A permit may be transferred to a new operator provided the defined area remains the same.

If any of the above differs then a new application must be submitted with the appropriate fee.

1.3 **Change of Ownership**

The permit is issued in the name of the applicant and cannot be transferred to another person. On change of ownership the new owner should seek approval from Council to transfer the permit.

1.4 **Duration**

This permit will expire on the 30th June after its issue and will be automatically renewed subject to the payment of the appropriate fee and provision of the public liability insurance certificate.

1.5 **Permit**

- (a) This permit will not commence to operate until payment of the annual permit fee is made and a permit has been duly executed by both parties and a copy of such permit returned to the permit holder by the Council.
- (b) The permit holder shall not commence any activity associated with this permit until a Public Liability Insurance Certificate is returned to the Council endorsed by the Permit Holder's Insurer.

1.6 **Production of Permit**

The permit shall be produced to any Officer of the Council on demand.

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1.7 Suspension and Termination of Permit (default)

The permit may be suspended by the Council for a defined period, or the permit conditions varied at any time, by giving the permit holder 24 hours notice in writing, to this effect.

The Council may terminate, or vary the conditions of, the permit at any time by giving 24 hours notice in writing.

2. FEES

2.1 Application and Renewals

The following non refundable application fees must be submitted with the application. Permit fees as listed are payable per annum or part thereof:-

\$7.50 per square metre with a minimum of \$50.

2.2 Pavement Repair Costs

- (a) The permit holder shall bear the cost of all pavement repairs carried out by the Council within the defined area of the Permit which in the opinion of the Council have been caused by the activities of the permit holder's use. This shall include replacement of jointing material removed from brickwork paving in sweeping and washing down the pavement.
- (b) The defined permit area shall be cleared of obstructions as required by the Council for pavement maintenance and repair work. Except in emergencies, at least twenty-four hours notice will be given of this requirement.

2.3 Fees

- (a) A penalty equal to half the permit fee if the renewal fee is paid later than one month from the date of expiry of the permit will be imposed.
- (b) If the permit fee is not paid within six weeks of expiry then the procedure for the removal of the furniture from the footpath may be implemented.

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3. FURNITURE

3.1 Furniture

All furniture and other approved structures including planter boxes are to be free standing unless specific approval has been given for fixed furniture.

All furniture, barriers and other structures must be removed from public areas at the close of business each day unless otherwise specified by the Council. The Council may require that any furniture, barrier or other structure be removed at any time to allow street works, maintenance or cleaning to be undertaken.

In the interests of safety, no chair should be placed with its back to the traffic unless it is protected by a planter box or bollards.

3.2 Planter Boxes

Planter boxes may with the express approval of the Council, remain in outdoor eating areas.

3.3 Underground Services

The location of underground services within the defined area of the permit must be determined prior to the installation of any footings for the fixing of furniture. The cost of any repairs to services incurred as a result of the installation of footings or fixing of furniture shall be borne by the permit holder.

3.4 Umbrellas

Umbrellas must be adequately secured in an approved manner and have a clearance of two metres from the footpath.

3.5 Maintenance

- (a) All Outdoor furniture shall be maintained to the satisfaction of the Council.
- (b) The Council may give notice requiring certain work to be done within fourteen days from the giving of such Notice, and if the work specified in the Notice has not been completed within the said fourteen days, the Council may by notice in writing cancel the permit forthwith.

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4. GENERAL CONDITIONS

4.1 Defined Area

The defined area is the area approved by the Council for use by the permit holder. It will be marked out on the ground and all furniture used by the applicant in connection with the area is to be retained in that area at all times.

4.2 Hours of Operation

The applicant will be asked to stipulate the hours of operation and these may be approved or amended in consultation with the applicant depending on the location and nature of the use of the area.

- (a) The written approval of the Council shall be obtained prior to any operation outside the approved maximum hours.
- (b) The hours of operation for the serving of alcoholic beverages shall be limited to the hours of 10.00 a.m. to midnight each day of the week with any variation requiring Council approval.

4.3 Removal of Furniture at Close of Business

All furniture shall be removed from the footpath at the close of business on each day unless specific approval for the furniture to remain on the footpath has been given in writing by the Council. If furniture is intended to remain on the footpath during hours of darkness, illumination of the obstructions shall be provided as approved by the Council.

4.4 Permanent Removal of Furniture

On termination or expiration of this permit or in circumstances outlined in Clause 4.5 of the Conditions, the permit holder shall remove all furniture from the footpath within 28 clear days calculated from the date of service of written notice of termination and meet the cost of any reinstatement of the footpath necessary as a result of the removal of the furniture. Reinstatement work will be carried out by the Council at the permit holder's expense.

Where such furniture is not removed within 28 clear days, the Council shall be entitled to remove the furniture at the permit holder's expense and such furniture shall become the property of the Council of the District Council of Franklin Harbour.

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4.5 Revocation of Permit

Should the permit be revoked, any furniture affixed to the footpath following the expiration of fourteen clear days, calculated from the date of service of the written notice of termination, shall become the property of the District Council of Franklin Harbour and shall be disposed of as it deems fit.

4.6 Advertising

No third party advertising is allowed within an outdoor café. Sandwich boards or A-frame signs used in conjunction with this permit should be placed within the defined area.

4.7 Consumption of Alcohol

Where the consummation of alcohol is conducted in conjunction with premises licensed under the Licensing Act and the permit holder desires to serve alcoholic beverages in the permit area separate application must be made to serve the same and all conditions set by the Licensing Court are to be complied with. A copy of any such liquor Permit shall be supplied to the Council on request.

5. SAFETY CONDITIONS

5.1 Sight Lines (permitted locations)

Some restrictions based on sight lines may be imposed on permit areas which are located on or near street corners.

6. HYGIENE/CLEANING CONDITIONS

6.1 Cleaning Responsibilities

The holder of a permit is responsible for cleaning the outdoor eating area to the satisfaction of the Council during normal business hours and at the close of business each day.

The permit holder shall cleanse and keep clean the pavement of the permit area, the tables, chairs and umbrellas and also keep the footpath and roadway in the vicinity of the permit area clear of litter and waste materials and remove all sweeping and wash down wastes from the street. No waste or sweepings shall be swept or placed into the watertable.

6.2 Food Hygiene

- (a) For the purpose of conveying meals and liquid refreshments from the place of preparation to the table, traymobiles or other similar

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conveyances may be used provided that they do not remain on the footpath except whilst actually being used to convey the refreshments.

- (b) Reasonable precaution shall be taken to cause food and liquid refreshments served within the permit area to be protected from contamination when conveyed thereto.
- (c) Cutlery, crockery and glassware shall not be left on the tables and shall be laid out only when a meal is ordered.

6.3 Preparation of Food

The permit holder shall not prepare or permit to be prepared on the footpath any food or liquid refreshment.

6.4 Litter Containers

The permit holder shall supply and install litter bins of design approved by the Council. The number of litter bins to be supplied and installed shall be determined by the Council.

7. INSURANCE/INDEMNITY

7.1 Permit holder's Indemnity

- (a) The permit holder agrees to indemnify and hold harmless and to keep indemnified and hold harmless the Council, its servants and agents and each of them from and against all actions, claims, demands, losses, damages, costs and expenses made against or incurred by the Council in respect of or arising from the permit area and any equipment used by the permit holder, or by reason of the non-observance or non-performance by permit holder of these conditions.
- (b) This permit is to be construed and continuing for the purposes of indemnification and insurance whilst tables, chairs and other furniture are on the footpath (whether authorised by this permit or not) for the period from the commencement of this permit until a permit is obtained by the transferee of the Permits business for which this permit was obtained or until this permit is renewed by the permit holder.

7.2 Public Liability Insurance

The permit holder shall take out and keep current during the period of this permit a public liability insurance policy in a form approved by the Council, in the joint names of the Council and the permit holder or such other figure as is determined by Council from time to time insuring, for a minimum sum of ten million dollars (\$10,000,000), the Council and the permit holder against all

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actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against the Council or the permit holder or both arising out of or in relation to the granting of such permit or the operation of the permit. A Certificate of Currency for the policy is to be provided when a permit is applied for or renewed.

8. SUNDRY

8.1 Permitted Locations

Permits will only be issued for areas established directly adjacent to the approved premises.

8.2 Public Use of Facilities

Footpaths and road reserves remain public places despite a permit granted within such areas.

The furniture provided within permit areas cannot be retained for the exclusive use of patrons of the premises.

8.3 Notice

Any notice to be served under this Agreement must be served by sending it to the usual business address of the recipient by ordinary mail, facsimile, or personal delivery, and in the case of ordinary mail service will be deemed to occur one (1) day after the date of posting, and in all other cases deemed to occur on the same day.

Adopted by Council	25 July 2014
Reviewed and Updated	14 October 2015

SIGNED: Responsible Officer Date: ____/____/____
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