



lifestyle location of choice

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MINOR SPECIAL EVENT PERMIT

RECORD NO :
 FILE NO : 16.6.1

APPLICATION FORM

To be lodged 15 working days before the event.

An application fee is required to be paid when the application is lodged.

NON COMMUNITY GROUP - \$30.00

COMMUNITY GROUP - \$15.00

APPLICANT			
ORGANISATION NAME			
NAME		TITLE	
POSTAL ADDRESS		MOBILE PHONE	
EMAIL			

EVENT DETAILS			
EVENT NAME			
PROPOSED VENUE		VENUE ADDRESS	
DATE FROM		DATE TO	
TIME FROM		TIME TO	
FOOD (If food is to be sold, provide details below)	<input type="checkbox"/> YES <input type="checkbox"/> NO	MUSIC (If music will be played, provide details below)	<input type="checkbox"/> YES <input type="checkbox"/> NO

THE ISSUING OF THIS PERMIT IS SUBJECT TO:
<ul style="list-style-type: none"> • The permit holder agreeing to the General Conditions of the permit as contained herein. • The permit holder agreeing to all Special Conditions which the Council may determine. • The permit holder paying the prescribed fee determined above. To be paid when form is lodged. • The permit holder providing a copy of all appropriate insurances as required by either the General Conditions or Special Conditions of permit.

General Conditions of Permit

1. The Event Organiser agrees to indemnify and to keep indemnified the Council, its servants and agents and each of them from and against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against them or any of them arising out of or in relation to the issuing of the Special Event Permit.
2. If any time before the Event the Council so requests, the Permit Holder must convene a meeting (at the Council's premises) with the Council and other stakeholders to discuss planning for the Event – and within 7 days after any meeting, the Permit Holder must distribute draft minutes of the meeting.
3. For the safety or convenience of participants or patrons. The Council is not obliged to supply any information, materials, plant, equipment or other goods or services for the purposes of the Event. If Council agrees to supply equipment or services for the Event it may recover a reasonable fee.
4. The Event Organiser shall take out and keep current a Public Risk Insurance Policy in the name of the Permit Holder insuring the Permit Holder for the minimum sum of Ten Million Dollars (\$10 000 000) against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against the Permit Holder in relation to the activity, **(not required for private functions i.e. wedding ceremonies.**
5. The Event Organiser or any other participant, (e.g., a vendor of merchandise), where appropriate, shall ensure that it is licensed or registered to carry out the activity authorised by the issuing of this Event Permit. Any plant or equipment of the Permit Holder or its invitee, must be presentable, clean, safe, and positioned and kept within the Event Area boundaries. Equipment and structures must be removed from the Event Area or secured at the close of business on each day of the Event. A marquee, staging, scaffolding or other temporary structure brought upon the Event Area must be installed by qualified persons; any electrical works must be carried out by qualified electricians; any plumbing works must be carried out by qualified plumbers. Any plant or equipment of the Permit Holder or its invitee brought upon the Event Area is at the Permit Holder's risk.
6. Activities of the Event must be of a kind, scope and duration as last approved by Council.
7. The Permit Holder must not suffer upon the Event Area any disorderly conduct or a public nuisance. In the case of a problem, the Permit Holder should call the Police and not the Council.
8. The Permit Holder must keep the Event Area safe, reasonably clean and free of rubbish. Any broken glass or spilt rubbish upon the Event Area must be promptly cleaned up.
9. On the same day as it occurs or, if that is not practicable, on the next working day, the Permit Holder must report to Council:
 - any injury to an individual upon the Event Area during the Event requiring off-site medical treatment;
 - any loss, damage or defect in property under the Council's care, control and management of which the Permit Holder becomes aware;
 - any Police attendance in response to a complaint;
 - A material variation, suspension, revocation or expiry of insurance or a third party consent, licence, permit or approval the Event Permit or Event requires.
10. Within 2 working days after the completion of the Event from any cause, the Permit Holder must restore the Event Area to at least the same condition that existed before the Permit Holder first occupied the area. The Permit Holder bears the cost of all repairs carried out by Council within the Event Area which in the Council's opinion were made necessary by the Event, fair wear and tear excepted
11. At any time during the period covered by the Special Event Permit, if the Council so requires, within 2 days the Permit Holder must provide Council evidence of any insurance this Event Permit requires of the Permit Holder.
12. The Permit Holder must ensure that a stall holder or performer to be upon the Event Area holds similar insurances as those the Event Permit requires of the Permit Holder, as applicable.
13. If by reason of the Permit Holder's (or its invitee's) default or negligence the Council claims under against the Local Government Association Mutual Liability Scheme or under insurance held by Council, the Permit Holder bears any excess or deductible for that claim
14. The Council does not warrant the Event Area as fit for purpose or safe.
15. No reverse duty of care: If the Council gives a consent, approval or direction, accepts any work or inspects anything for the Special Event Permit:
 - The Council does not have a duty of care to the Permit Holder for that thing; and
 - The Permit Holder is not to any extent relieved from its obligation to comply with these conditions.
16. Without liability for the Council, if the Council has reason to believe the Permit Holder is in default under these conditions, upon 2 days' notice (or less in the case of an emergency) the Council may take steps to rectify the problem and recover the costs from the Permit Holder.
17. The Council may have recourse to the security for any loss or damage caused by the Permit Holder's breach of a condition, any unpaid fee and / or an amount for which the Council is entitled to be indemnified. The Permit Holder's liability is not limited to security.
18. The Special Event Permit:

- Is not a lease or tenancy – the Event Area remains a public place and, except as stated otherwise on the plan, neither the Event Holder nor their patrons have exclusive use of the Event Area;
 - Is limited to the particulars stated – a variation to any particulars is at the Council’s discretion;
 - is not transferable
 - may be surrendered at any time, by so notifying the Council;
 - Is revocable by the Council as Local Government Act 1999 allows.
19. During the period covered by the Special Event Permit, a copy of the Special Event Permit must be kept upon the Event Area, and upon demand produced to an authorised Council employee
 20. The Event Organiser shall comply with and give all notices required by any Act of Parliament, Ordinance, Regulation or By-law relating to the activity
 21. The Council grants the Special Event Permit under Local government Act 1999 s. 202 (in case of community land) and s. 222 (in case of a public road) and not in any other capacity. The Special Event Permit does not preclude or pre-empt the exercise by Council of any other regulatory function or power
 22. If the Permit Holder is more than one person, each of them is bound jointly, and also severally. The Permit Holder is liable to the Council for anything done or not done by the Permit Holders invitee (including, without limitation, an officer, member, employee, contractor, agent or patron of the Permit Holder) that if done or not done by the Permit Holder would breach these conditions
 23. If the Permit Holder is more than one person, each of them is bound jointly, and also severally. The Permit Holder is liable to the Council for anything done or not done by the Permit Holders invitee (including, without limitation, an officer, member, employee, contractor, agent or patron of the Permit Holder) that if done or not done by the Permit Holder would breach these conditions
 24. Permission is liable to be revoked by Council if the Event Organiser fails to comply with any condition or in any other justifiable circumstance. The decision of Council will be final
 25. Permission to commence the Event will not come into operation until proof of all required documentation has been provided to the Council and a Special Event Permit, authorised by Council, has been returned to you
 26. Special Event Permits are required:
 - Minor Special Event Permit - Events on community land under Council care and control that involve more than 30 people
 - Minor Special Event Permit - Events on community land under Council care and control that involve the use of a structure or building (e.g. Victoria Square Rotunda)
 - Major Special Event Permit – Events on community land under Council care and control that involve more than 200 people
 - Major Special Event Permit – Events on community land under Council care and control that involve an admission fee being charged, alcohol being sold or that run for more than one day

DECLARATION			
I declare that the information I have provided is true and correct.			
I acknowledge that I have read and understand the permit conditions and agree to abide by the said conditions.			
NAME		POSITION	
SIGNATURE		DATE	

OFFICE USE ONLY						
INSURANCE	<input type="checkbox"/> YES	<input type="checkbox"/> NO	PERMIT APPROVED	<input type="checkbox"/> YES	<input type="checkbox"/> NO	FEE
						<input type="checkbox"/> \$15 <input type="checkbox"/> \$30
RECEIPT NUMBER			BOOKING NUMBER			DATE
OFFICER				SIGNATURE		