

APPLICATION FORM

TRADING IN PUBLIC PLACES & THOROUGHFARES

WHAT IS THE APPLICATION FOR? TICK ONE BOX ONLY				
Trading in Public Places	Trading in Parking Areas	Street Entertainer		
Trading in Road Reserve:	Laneway	Verge	Parking Bays	Footpath
NOTIFICATION DETAILS				
New Application		Alter Previous Application		
APPLICANT DETAILS				
Trading Name of Business:				
Business ABN:				
Premise Address:	Shop/ Unit:		Street Address:	
	Suburb:		Postcode:	
Postal Address (if different):				
Email Address:				
Contact Number:				
PROPOSED TRADING LOCATION DETAILS				
Proposed Location:				
Address:	Shop/ Unit:		Street Address:	
	Suburb:		Postcode:	
1. LOCATION OF PROPOSED TRADING ACTIVITY. A PLAN MUST BE SUBMITTED INDICATING THE PRECISE LOCATION.				

2. NATURE OF PROPOSED TRADING ACTIVITY (DESCRIBE HOW THE GOODS WILL BE DISPLAYED, SOLD AND/OR SERVICES OFFERED).

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Is Food to be Sold? Yes No

3. DETAILS OF PROPOSED STALL (EG. TRAILER, VAN, CART, TABLE - ENCLOSE A SKETCH OR PHOTOGRAPH.)

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4. SPECIFICATIONS OF PROPOSED STALL

Dimensions:	
Colour:	
Type of Material:	
Number of assistants/persons other than applicant expected to engage in trading:	

5. PROPOSED COMMENCEMENT DATE AND, IF APPLICABLE, OTHER PROPOSED DATE(S) OF OPERATION

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6. PROPOSED HOURS OF OPERATIONS

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7. ANY OTHER INFORMATION SPECIFICALLY REQUESTED BY THE COUNCIL

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TERMS & CONDITIONS

PUBLIC RISK INSURANCE REQUIREMENT:

The permit holder shall have a public liability insurance policy with a reputable public insurance office, noting Council as an interested party, with cover of not less than **ten million dollars (\$10,000,000.00)** in respect of any one event, to provide indemnity in respect of both injury to persons and damage to property in the usual terms and such policy to include (but without limiting the generality of the foregoing) loss or damage to property not owned by the permit holder but under the physical or legal control of the permit holder and contractual liability and such other risks (if any as the Council might reasonably nominate at the time of granting of the permit).

The Council shall be advised directly by the Insurance Company of any changes to the Policy.

CLEANING:

- Cleaning of the trading area during and after use in accordance with the *Food Act 2008*, *Food Regulations 2009* and the *Food Standards Code*.
- Remove food, scraps, wrappings or other litter generated by the trading in accordance with the *Food Act 2008*, *Food Regulations 2009* and the *Food Standards Code*.
- Where trading does not involve food sales, the general trading area is to be kept clean and tidy to Council's satisfaction.

THE PERMIT HOLDER SHALL NOT:

- (i) In the conduct of trading, employ or use more than the number of assistants specified in the permit;
- (ii) Transfer, assign or otherwise dispose of the permit except to a transferee approved under the by-law;
- (iii) Trade in, or permit trading in, any goods or services other than those specified in the permit;
- (iv) Cause, permit or suffer any nuisance to exist or continue at or adjacent to the place of trading;
- (v) Place any advertisement, poster, streamers or signs on any stalls or in the general area of the place of trading, except as may be specified by the council in the terms of the permit;
- (vi) Make use of any loud-hailer, microphone or other method of noise-making in order to attract customers to the place of trading;
- (vii) Permit any record, tape or radio to be played at the place of trading.

FAILURE TO COMPLY:

- Failure to comply with the conditions of this contract will result in the permit being revoked within 24 hours of notice.
- The Council will clean the area or arrange for the area to be cleaned at the permit holder's expense.
- The Council is not responsible for loss of earnings if it has to invoke any section of the cleaning contract.
- If the permit is revoked, the balance of the permit fee shall be refunded after deducting reinstatement costs. If these costs are in excess of the permit fee, the balance shall be claimed from the licensee.

“TRADING IN PUBLIC PLACES - FOOD VEHICLES”

The Council of the of Kalgoorlie-Boulder, at its meeting held on 27 September 1993, resolved as follows:

1. No food vehicle shall be granted approval to operate in the central business districts of Kalgoorlie or Boulder as deemed in the current Town Planning Scheme.
2. No food vehicle shall operate in front of any licensed premises outside this area unless the permission of the licensee has been obtained in writing.
3. No food vehicle shall be permitted to park within 300m of any residence between the hours of 22:00 and 09:00.
4. No food vehicles shall be granted approval to park in a public area outside the Central Business Districts of Kalgoorlie or Boulder until the City Engineer is satisfied that the location of the vehicle will not pose a traffic problem or a danger to the safety of the general public.
5. The person in charge of the food vehicle shall, at all times, ensure the area is kept in a clean and sanitary condition.
6. The applicant must ensure any noise, odour, waste or discharge produced during the operations of the food vehicle shall not cause any environmental or public nuisance.
7. Should Council receive written complaints in regards to noise, poor hygiene, traffic or disorderly conduct by patrons of the business Council may elect not to renew the permit to trade in a public place. Furthermore, if the amount or degree of complaints warrant, Council may elect to cancel the permit at any point throughout the duration of the permit.
8. No food vehicle shall be granted approval to obtain a trading in public places permit unless the vehicle complies with the *Food Regulations 2009* to the satisfaction of the Environmental Health & Rangers Team Leader.
9. The CEO may waive any of these conditions when the applicant wishes to operate during a fair, function or festival.

DECLARATION

I declare as the Applicant, all the information supplied on this form is true and correct.

I have read and understood the Terms & Conditions above.

I have included a site plan with full layout.

I have signed a cleaning contract.

I have attached a copy of my certificate of currency to the value of \$10 million dollars.

I understand that the City of Kalgoorlie Boulder accepts no responsibility for injury or liability.

I understand that the City will action this form within 15 working days.

Signed		Date:	
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Fees: As indicated in the City's Schedule of Fees and Charges

COA: 22010113

Receipt Number: _____