

# 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<br>(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 2019**

## 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: \_\_\_\_\_

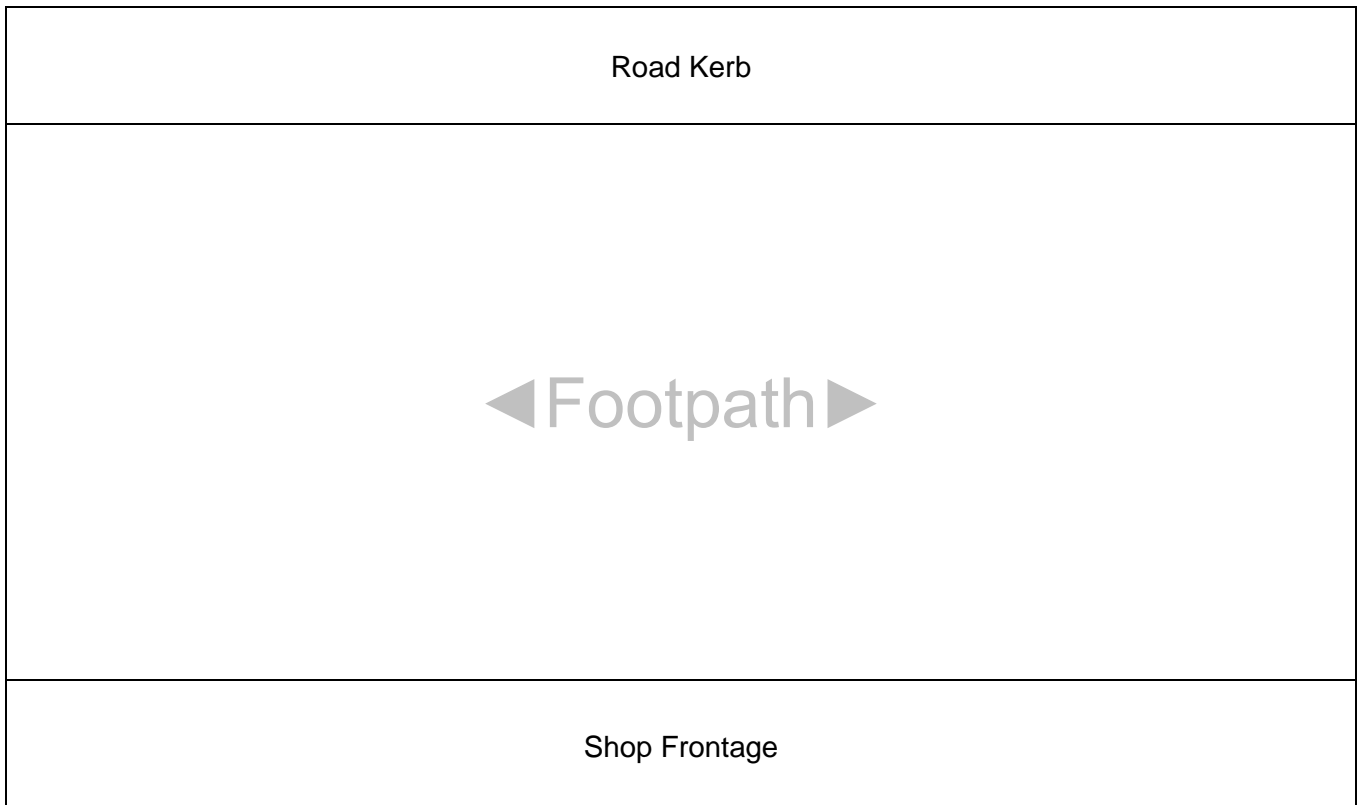
I/We being the owner/s of the property described in this application, hereby consent the abovementioned applicant making an application for Goods on Footpath in front of my premises.

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 \_\_\_\_\_

**Privacy Statement**

Your information is being collected for the purpose of processing your application. Your information is handled in accordance with the *Information Privacy Act 2009* and will be accessed by persons who have been authorised to do so. Your information will not be given to any other person or agency unless you have given Council permission to or the disclosure is required by law.