

CASUAL FOOTPATH ACTIVITY ON PUBLIC LAND APPLICATION

Under Sections 125, 126, 138 and 139A of the Roads Act 1993 (NSW) and Sections 46 and 68 of the Local Government Act 1993 (NSW).

About this form

Use this form to make applications to use Public Land for a Casual Footpath Activity.

Proof of current Public Liability Insurance is required before any approval is issued.

This is an Application Form only, and does not represent approval to conduct the requested activities.

Please familiarise yourself with the Council's Footpath Activity Controls – Council Policy (adopted 1 February 2011, effective 1 March 2011).

Policies are available for viewing and download at www.ryde.nsw.gov.au

How to lodge this form

Complete the following application form and forward it to:

Email cityofryde@ryde.nsw.gov.au

Post City of Ryde,
Locked Bag 2069,
North Ryde NSW 1670

In person Customer Service Centre,
1 Pope Street, Ryde NSW
(see City of Ryde website for operating hours)

For further information regarding your Application please contact Council's Events team on **(02) 9952 8222** or email events@ryde.nsw.gov.au
Allow 4 weeks from the date of application for an outcome on your application.

PART 1 : APPLICANT DETAILS

Title	Mr	Mrs	Ms	Miss	Other
Given Name					Family Name
Company / Organisation If applicable					
Company / Organisation Postal Address					
ABN					
Suburb				Postcode	
Preferred contact	Mobile	Phone	Email		
Mobile		Phone			
Email					

Provide the full street address and location of where the Casual Footpath Activity will be carried out
(include details such as which businesses (if any) the activity will be in front of, beside, or in close proximity to).

If appropriate a site plan should be submitted with this application, detailing at least the following:

Location of the proposed Casual Footpath Activity site including address or reference to nearby structures and businesses

Relevant dimensions of site and distances to kerblines, shop premises, existing infrastructure and obstructions

Location and distances between existing infrastructure/obstructions mentioned below on the next page

Dimensions of the perimeter and total area of proposed Footpath Activity site

Layout of all structures to be installed as part of the Footpath Activity

PART 2 : ACTIVITY DETAILS

Describe the activity and any aims or objectives:

Proposed Footpath Activity date

Proposed Footpath Activity Start time am/pm End time am/pm

If you require multiple dates and times, provide details below

How many members of staff or volunteers will be involved in performing this activity?

PART 3 : FOOTPATH ACTIVITY SITE & STRUCTURE DETAILS

Provide details of all structures you propose to use (including stalls, tables, chairs, fencing etc.) within your footpath activity area, including dimensions. Provide reference images if available.

Will you be displaying any signage or banners as part of your Footpath Activity?

Yes, provide reference images. No

Do you require access to Council’s power supply? (where available) Costs may apply.

Yes No

Please select the type of power required:

10amp 3-phase

Please detail the extent and purpose of your use of power:

PART 4 : ACTIVITIES

Do you intend to distribute any flyers/handouts or products?

Yes, provide a description below of each item and provide reference images.

No

Will you be undertaking any commercial sales as part of your Footpath Activity?

Yes, provide details below on items to be sold and what pricepoint will they be sold

No

Will you be fundraising for an organisation?

Yes, provide details of the organisation and method of fundraising

No

Is there a food component involved in your Footpath Activity?

Yes

No

If there is a food component in your activity, please outline the type of food involved and the food health safety measurements you will put in place to ensure public safety. Refer to these guidelines:

https://www.foodauthority.nsw.gov.au/sites/default/files/_Documents/retail/temp_events_guideline.pdf

Will you be using a Public Address system to either speak or play music as part of your Footpath Activity?

Yes, provide a details below on the system you will use and what music you will be playing

No

PART 5 : FEES AND CHARGES

Please note that for the purpose of this application, a **Community** group is defined as a registered not-for-profit organisation primarily based within the City of Ryde local government area.

A **Commercial** group is defined as any business, political group or other organisation that does not meet the **Community** definition above. Please note that not-for-profit organisations that are not primarily based in the City of Ryde local government area are categorised as **Commercial**.

- Commercial Casual Footpath Activity Permit (1 day Permit): \$153.00
- Community Casual Footpath Activity Permit (1 day Permit): \$0.00
- Commercial Power Access: \$50.00
- Community Power Access: \$0.00
- Commercial Distribution of Promotional Flyers: \$101.00 per person, maximum 2 hours per day.
(Maximum of 3 people within the 2 hour booking)

A tax invoice will be sent to you if your application is approved.

PART 6 : TERMS AND CONDITIONS

1. This agreement shall come into effect upon the Council providing a Permit to the Organiser.
2. The Organiser must use the Facilities only for the Approved Purpose and at the Approved Times.
3. The Organiser must not (whether by act or omission) cause any damage to the Facilities or leave the Facilities in an untidy state. The Council may remedy a breach of this clause, the cost of which shall be a debt due from the Organiser to the Council.
4. The Organiser must not use the Facilities at any times that the Council, in its absolute discretion, determines that the Facilities are unfit for use or occupation.
5. Where there is a debt due to the Council from the Organiser, the Council may, in its absolute discretion, call upon the Bond to satisfy the debt. In any such event, the Organiser must, as soon as practicable, replenish the Bond.
6. In accordance with section 5N of the *Civil Liability Act 2002 (NSW)*, the Organiser uses the Facilities at its own risk.
7. The Organiser shall have in effect throughout the term of this agreement a policy of public liability insurance in a sum of \$20,000,000. If requested, the policy must note the interest of the Council and must be on terms acceptable to the Council. The Organiser must provide evidence of the currency of the requisite policy upon request by Council. Where the Organiser is in breach of any provision of this clause, the Council may affect its own public liability insurance policy to cover the Organiser's activities under this agreement, the cost of which shall be a debt due to the Council.
8. The Organiser must not do anything that will void or otherwise negatively affect the insurance policy obtained under clause 7 and must, as soon as is practicable, inform the Council in writing of any such avoidance or negative effect.
9. The Organiser must promptly advise the Council of the occurrence of an incident that gives or may give rise to a claim under the policy and must keep the Council fully informed of subsequent action and developments concerning the claim.
10. The Organiser indemnifies the Council against any claim, demand, action, suit or proceeding that may be made or brought against the Council arising from the Organiser's use of the Facilities, except where the claim demand, action, suit or proceedings relates to the negligent act or omission of the Council.
11. The Organiser must comply with all applicable laws and Australian Standards at all times when using the Facilities.
12. The Organiser must, as soon as practicable, make good any damage caused (whether by act or omission) to the Facilities. The Council may remedy any breach of this clause, the cost of which shall be a debt due to the Council from the Organiser.
13. The Organiser must not assign its rights under this agreement without the prior written consent of the Council, which may be withheld at Council's discretion. Any consent given under this clause may be given conditionally.
14. The Organiser must not cause any nuisance to properties within the neighbourhood of the Facilities.
15. The Organiser must not supply or consume alcohol on the Facilities without the Council's written consent which consent may be withheld at Council's discretion and which may be given conditionally.
16. The Organiser must not drive any vehicle onto the Facilities unless there is provision for vehicles by way of roads and parking areas, unless approved by Council.
17. Where Facilities are being repaired / maintained by Council, the Organiser must, in its use of the Facilities comply with any lawful direction given by the Council.
18. The Organiser must remove any of its members from the Facilities where, in the opinion of the Council, the member misconducts themselves and Council directs their removal.
19. A party may terminate this Agreement where the other party fails to pay any money due under this Agreement or commits a material breach of this Agreement. Without limiting the foregoing, a material breach is taken to have occurred where a party gives the other party notice to remedy a breach within a reasonable time and the other party fails to remedy the breach within that time; or
20. The Organiser's address for service of any notices under this Agreement shall be the address specified in the Application. Service shall be taken to have been affected in accordance with section 76 of the *Interpretation Act 1987*.
21. Noise Management
 - a) *Protection of the Environment Operations Act (1997)* applies in relation to noise control. The Organiser must ensure noise caused by the event does not exceed reasonable levels or impact nearby residential or commercial properties, as determined by Council.
22. Power requirements
 - a) All electrical installations shall comply with AS/NZS 3002:2008 - Electrical installations - Shows and carnivals.
 - b) Double adapters and 3 pin adapters (piggyback) are NOT to be used.
 - c) All electrical wiring must be arranged so as not to obstruct persons walking in the vicinity, and be located so they are not subject to mechanical damage, as required by AS/NZS 3002:2008, Page 17.
 - d) All electrical equipment must be tested and tagged within 12 months of the event date, as per SafeWork NSW's Code of Practice: Managing Electrical Risks in the Workplace.
 - e) All outdoor lighting to be switched off by 10pm.

PART 6 : TERMS AND CONDITIONS (CONTINUED)

23. Use of Facilities

- a) The Organiser is responsible for set up in such a way that it prevents damage to people or property by providing adequate precaution i.e. temporary netting or fencing.
- b) Any damage caused to persons or property will be the responsibility of the Organiser.
- c) All star pickets are to be capped and flagged bunting is the preferred method of connecting star pickets.

24. Advertising / displays

- a) Signs are not permitted unless authorised by Council.
- b) The maximum period of display for signage will be determined by Council.
- c) Signs must be removed immediately after the activity.
- d) It is the organiser's responsibility to ensure signage is erected securely and safely.

25. Commercial Distribution of Promotional Flyers

- a) The commercial distribution of promotional flyers is only permitted within the City of Ryde if you have an approved permit for this activity.
- b) A maximum of 3 people may be permitted to distribute flyers, for a maximum of 2 hours per day. The fee payable by the Organiser is \$101.00 per person distributing flyers, per day.

PART 7 : DECLARATION

I declare that all information provided in this Application Form is accurate and complete.

I have attached all supporting documentation relevant to my application, including public liability insurance certificate of currency.

I will comply with all conditions imposed by the City of Ryde in relation to this Application.

I have read and will comply with all conditions for the use of public land for Footpath Activity in the Footpath Activity Controls – Council Policy (effective 1 March 2011).

I understand that this form is purely an application and use of the proposed area for a Casual Footpath. Activity is not permitted unless Council has first granted a permit.

Name

Signature

Date