

PERMIT CONDITIONS FOR PARKLETS

Issued pursuant to Sections 222 of the Local Government Act 1999

Standard Conditions:

- 1) The activity permitted under this permit may only be conducted at the approved location and times.
- 2) The activity must be undertaken by or on behalf of the Permit Holder (including any contractor, agent, employee or related body corporate of the Permit Holder) in accordance with the terms and requirements of each of the following instruments (as amended or replaced from time to time):
 - i) The City of Adelaide's [Parklet Operating Guidelines](#) and [Outdoor Dining Guidelines](#)
 - ii) The *Local Nuisance and Litter Control Act 2016* and associated subordinate legislation and instruments
 - iii) The *Food Act 2001* and associated subordinate legislation and instruments
 - iv) Any other applicable legislation
 - v) The conditions of this permit.
- 3) The activity is to be managed as per the approved plan submitted to the City of Adelaide prior to the issue of this permit, or replacement plan authorised by the City of Adelaide in writing.
- 4) The City of Adelaide may, at its sole and absolute discretion, specifically authorise a departure from:
 - i) the City of Adelaide [Parklet Operating Guidelines](#)
 - ii) the applicable plan / schedule; or
 - iii) this permit;
 upon application made to the City of Adelaide, but only if that departure would not contradict any mandatory legal requirement.
- 5) The Permit Holder acknowledges that nothing in this permit limits the obligations of the Permit Holder, under Sections 228 and 229 of the *Local Government Act 1999*, to:
 - i) take action that is reasonably practicable in the circumstances to minimise obstruction and inconvenience to other footpath or road users; and
 - ii) restore the footpath or road if the Permit Holder causes damage to a public area while undertaking the permitted activity (at least to the condition that existed immediately before the activity was undertaken).
- 6) This permit may be suspended or revoked by the City of Adelaide, or the term and/or conditions of the permit may be altered by the City of Adelaide, for any or no reason, including any of the following reasons:
 - i) due to the breach of any condition of this permit by the Permit Holder; or
 - ii) because any activity carried out by the Permit Holder is, in the opinion of an authorised officer of the City of Adelaide under the *Local Nuisance and Litter Control Act 2016*, causing local nuisance; or
 - iii) to eliminate or minimise a risk to health and safety, or damage to property; or
 - iv) to accommodate public events or roadworks; or
 - v) due to impacts on traffic; or
 - vi) in the interests of amenity.

- 7) All contractors, employees, subcontractors or visitors to the location must obey all on street parking signs within the City of Adelaide.
- 8) All footpaths, roads, parklands and infrastructure are to be protected from damage at all times.
- 9) Damage caused to City of Adelaide assets including footpaths, roads, parklands and infrastructure will be the liability of the Permit Holder.
- 10) Repairs, replacements and reinstatements to any City of Adelaide assets are required to be completed consistent with the applicable City of Adelaide Standards or Guidelines, at the Permit Holder's expense.
- 11) Vehicle and pedestrian access to entrances and driveways is to be maintained at all times.
- 12) The activity is not to be conducted outside the permitted days or times specified in this permit without the written authorisation of the City of Adelaide.
- 13) The person/s undertaking the activity must not harass, harangue, approach or accost any member of the public.
- 14) The Permit Holder must pay the fee for this permit by the date specified in the tax invoice issued by the City of Adelaide to the Permit Holder in respect of this permit.
- 15) The Permit Holder indemnifies and releases the City of Adelaide from all liability arising from or in connection with the granting of this permit, or the use or occupation of the location, or the conduct of the Permit Holder's business by the Permit Holder or any of the Permit Holder's agents including:
 - i) any claim by any person for injury, loss or damage arising in any manner;
 - ii) any loss or damage to any property belonging to the Permit Holder or other persons located in the vicinity of the location caused by the Permit Holder or the Permit Holder's agent;
 - iii) any loss, damage, injury or illness sustained or incurred by the Permit Holder or any of the Permit Holder's agents;
 - iv) any loss or damage resulting from the exercise of the City of Adelaide's power to suspend, revoke or alter this permit.
- 16) The Permit Holder must effect and maintain at all times during the term of this permit a public liability insurance policy in the amount of twenty million dollars (\$20,000,000.00) per claim or such other amount as the City of Adelaide may reasonably require from time to time and such policy must:
 - i) be with an insurer and on terms approved by the City of Adelaide;
 - ii) be in the name of the Permit Holder and note the interest of the City of Adelaide;
 - iii) have no limit on the number of claims that can be made under it;
 - iv) cover events occurring during the policy's currency regardless of when claims are made;
 - v) note that despite any similar policies of the City of Adelaide, the Permit Holder's policy will be the primary policy; and
 - vi) require the insurer to notify the City of Adelaide if the policy is cancelled or varied or allowed to lapse.
- 17) The Permit Holder must not undertake any activity until the Permit Holder has provided to the City of Adelaide a copy of the public liability insurance policy specified above. Evidence of the public liability insurance policy specified must be provided to the City of Adelaide each time that the policy is required to be, and is, renewed.
- 18) This permit and associated conditions must be available to be presented upon request to any officer of the City of Adelaide.
- 19) The permit is issued in the name of the applicant and cannot be transferred to another person.
- 20) The Permit Holder must comply with all reasonable requests or directions given by a authorised officer of the City of Adelaide.

Specific Conditions:

- 21) A bond (in the form of a bank guarantee) will be held in escrow to cover costs associated with but not limited to:
 - a) restoration of the footpath or road if not conducted by the Permit Holder
 - b) the removal of any materials associated with the parklet that is not removed by the Permit Holder
- 22) The value of the bond will be determined by the City of Adelaide (based on the estimated value of removing the parklet and reinstating the area to its original condition).
- 23) The Parklet must be removed by the Permit Holder at the Permit Holder's cost at the expiry of the Permit or otherwise as directed by the City of Adelaide.
- 24) The reinstatement of public space is the responsibility of the Permit Holder. Within 14 days of the expiry or a period as agreed in writing by the City of Adelaide, the Permit Holder must remove the Parklet including all fittings and fixtures and reinstate the public road to its original condition. Should the Permit Holder fail to comply with this condition, the Council may carry out the necessary works and the Permit Holder bank guarantee will be used to cover all expenses incurred in carrying out such works.
- 25) The parklet is to be left clean on completion of the activity.
- 26) All non-fixed structures or objects are to be removed from the parklet outside of the approved times of use.
- 27) The Permit Holder must ensure the parklet and surrounding area are maintained to a high standard by:
 - a) Adequately maintaining its structure
 - b) Keeping it free of debris and grime
 - c) Ensuring any plants in the area are watered and in good health
 - d) Twice a month, or more often if needed, sweep out debris from under the parklet
- 28) The Permit Holder must not allow the consumption of liquor within the approved location unless the Permit Holder holds a valid liquor licence issued by the Office of the Liquor and Gambling Commissioner, under the *Liquor Licensing Act 1997*.
- 29) In circumstances where there is any discrepancy or conflict between the General Conditions and the Specific Conditions of this Permit, and any other provision under the Policy, the Specific Conditions take precedence.