

PERMIT CONDITIONS FOR OUTDOOR DINING

Issued pursuant to Section 221 and 222 of the Local Government Act 1999

Standard Conditions:

- 1) The activity permitted under this permit may only be conducted at the location(s) and times approved by the City of Adelaide.
- 2) The Permit Holder must, if required, display any decal, sign or notice as instructed by the City of Adelaide.
- 3) The activity must be managed 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) City of Adelaide *Outdoor Dining Guidelines* (available at <https://www.cityofadelaide.com.au/business/permits-licences/outdoor-dining/>) to the extent they are applicable
 - ii) The Liquor Licensing Act 1997 (and associated subordinate legislation and instruments) to the extent they are applicable;
 - iii) The *Local Nuisance and Litter Control Act 2016* (and associated subordinate legislation and instruments);
 - iv) Any other applicable legislation
 - v) The conditions of this permit.
- 4) The activity is to be managed as per the approved schedule and 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.
- 5) The City of Adelaide may, at its sole and absolute discretion, specifically authorise a departure from:
 - i) the City of Adelaide *Outdoor Dining Guidelines*
 - ii) the applicable plan / schedule; or
 - iii) this permit;
 upon application made to outdoordining@cityofadelaide.com.au, or post GPO Box 2252 Adelaide SA 5001, but only if that departure would not contradict any mandatory legal requirement.
- 6) The Permit Holder acknowledges that nothing in this permit limits the obligations of the Permit Holder, under Sections 22 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).
- 7) This permit may be suspended or revoked by the City of Adelaide, or the term and/or conditions of the permit may be altered, 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.

- 8) All City of Adelaide footpaths, roads, parklands and infrastructure are to be protected from damage at all times.
- 9) Repairs, replacements and reinstatements to any City of Adelaide assets (footpaths, roads, parklands and infrastructure) are required to be completed consistent with the applicable City of Adelaide Standards or Guidelines, at the Permit Holder's expense.
- 10) Vehicle and pedestrian access to entrances and driveways is to be maintained at all times.
- 11) 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.
- 12) The approved location is to be left clean on completion of the activity and all structures or objects used during the course of the activity are to be removed.
- 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 acknowledges that the City of Adelaide does not warrant that any road will, at any time, be structurally or otherwise suitable for the permitted Outdoor Dining.
- 16) The rights conferred by this permit do not create or confer upon the Permit Holder any tenancy, estate or interest in, over or under any road or other land owned by the City of Adelaide.
- 17) 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.
- 18) The Permit Holder must hold 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.
- 19) 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.
- 20) This permit and associated conditions must be available to be presented upon request to any officer of the City of Adelaide.
- 21) The permit is issued in the name of the applicant and cannot be transferred to another person.

**Specific Conditions for Fixed and Semi-fixed Furniture
(approved prior to 2014 when fixed items were permitted)**

- 22) The Permit Holder must at its own cost and expense ensure that the Alteration is installed and maintained:
- i) In accordance with any development authorisations obtained by the Permit Holder in connection with the installation of semi-fixed items under the Planning, Development and Infrastructure Act 2016
 - ii) Having first obtained a City Works permit to complete the installation of the semi fixed items, in consistent and in accordance with the terms and requirements of the City Works permit.
- 23) 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 of the road and inconvenience to road users; and
 - ii) if the Permit Holder breaks, or damages, a road under this permit—restore the road at least to the condition that existed immediately before the action was taken.
- 24) The City of Adelaide may, at the permit Holder's expense, undertake works to repair or restore City of Adelaide assets that has not been done to a reasonable standard by the Permit Holder.
- 25) On or before the expiry date, the Permit Holder must cease using the Location for the activity permitted, remove the fixed or semi-fixed furniture and reinstate the location to the condition it was in immediately before the Permit Holder occupied the road.
- 26) The location is to be left clean on completion of work and all structures or objects erected, placed or installed in relation to outdoor dining are to be removed.

Specific Conditions for Planter Boxes:

- 27) The following guidelines apply to the use and maintenance of planter boxes:
- Planter boxes must be positioned kerbside and the required setback of 1.8 metres from the building line must be maintained at all times (unless otherwise approved).
 - The Permit Holder is responsible for the on-going maintenance and care of planter boxes.
 - On-going maintenance includes regularly monitoring for litter and ensuring plants are pruned so that they are not encroaching into a bike way, roadway or causing issues for pedestrians passing by.
 - Watering should occur at least twice a week, ensuring the soil is penetrated to an acceptable level.
 - Plant health should be monitored daily, especially during warmer months.
 - Use of a slow-release fertiliser is strongly recommended at the start of spring.
 - If planters are in poor condition or not maintained to a satisfactory standard, the City of Adelaide will instruct the Permit Holder to remove the planters from the area.
 - Planter boxes should not be placed on service pits or covers (a minimum setback of 1 metre must be maintained at all times)