

# Roadside Vending 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 Health & Environment Department on 1300 972 753.

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) | \$391.00 | <input type="checkbox"/> Once approved – fees paid annually |          |
|  |          | <input type="checkbox"/> Itinerantly                        | \$196.00 |
|  |          | <input type="checkbox"/> Parked in one location             | \$196.00 |
|  |          | <input type="checkbox"/> Annual Licence fee                 | \$196.00 |

**Note: All fees current until 30 June 2020**

## APPLICANT DETAILS

Name: \_\_\_\_\_  
Business Name: \_\_\_\_\_  
Postal Address: \_\_\_\_\_  
Locality/Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## SITE LOCATION OF BUSINESS/VEHICLE DETAILS

Business Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Locality/Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_  
Lot No: \_\_\_\_\_ Registered Plan No. (RP): \_\_\_\_\_ Parish: \_\_\_\_\_  
Itinerantly \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Vehicle Type: \_\_\_\_\_ Registration Number: \_\_\_\_\_

## ACTIVITY DETAILS

Please describe the nature of the proposed activity.

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## LOCATION DIAGRAM

Please complete a diagram of the location of Council land that you are proposing to conduct your commercial activity. Please include surrounding streets, parks etc and any other relevant landmarks and location descriptors.

**Note: Please refer to Council Policy prior to completing your application**

## 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 – Commercial Use of Roads / Vendors**

Commercial Use of Roads and Vendors applications will be assessed under the following conditions:

- a) Approval will not be permitted on Main Roads property.
- b) For an on-going licence, the annual licence fee, as determined by Council is to be paid each financial year, which may be adjusted annually in accordance with Council's fees and charges schedule.
- c) Licence certificates will be kept on site and readily available to allow supervision of the road by Council Officers.
- d) The occupier of the business concerned shall ensure that their displayed items/equipment are kept in a neat and tidy condition at all times.
- e) Council may require the removal of any items/equipment 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) For an approval for roadside vending, the additional conditions that will ordinarily be imposed are that the approval holder may –
  - (i) not sell, or offer for sale, any goods within 200 metres of a shopping centre or any retail business selling similar goods

**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.