



Application for a Mobile Ice Cream Vendor Permit

Issued under Section 222, *Local Government Act 1999*

by Mid Murray Council

Permit Holder Name	 [insert name]
Permit Holder Postal Address	 [insert postal address]
Permit Holder Contact Phone	 [insert contact phone number]
Permit Holder Email Address	 [insert contact email address]
Mobile Ice Cream Vending Business	 [insert business name]
Vehicle Type	 [insert make and model of vehicle]
Vehicle Registration	 [insert vehicle registration number]
Street Address where Vehicle is Garaged	 [insert garaging address]
Proposed Commencement and Expiry Date	 [insert proposed commencement and expiry date]
Permit Fee	Annual (Fee as per Council fees & charges) Monthly (Fee as per Council fees & charges) [circle relevant period]
Insurance	Public Liability Insurance – Certificate of Currency [attach insurance details]

I _____ (print name), will take all practical measures to ensure food sold during the permit period is safe and suitable for human consumption; and I understand my obligations under the Food Act 2001 and the Food Safety Standards.



I have read and fully understand the information on pages 2 - 6 of this application.

Signature: _____

Date: _____

GENERAL CONDITIONS

WHEN THIS PERMIT IS ISSUED:-

- A. The Permit Holder agrees to comply with the General Conditions set out in this permit.
- B. The Permit Holder agrees to comply with any Special Conditions which are set out in this permit.
- C. The permit is subject to the payment of a permit fee. The Permit Holder may elect to pay either an annual fee or a monthly fee.
- D. The Permit Holder will provide a copy of all certificates which are required by either the General Conditions or Special Conditions of this permit.

AND THE PERMIT HOLDER AGREES FURTHER:

1. INDEMNIFICATION AND RELEASE

- 1.1 The Permit Holder agrees to indemnify the Council from and against all actions, costs, claims and damages, which may be brought or claimed against the Council arising out of or in relation to the granting of this permit.
- 1.2 The Permit Holder agrees to release the Council from any liability or claim resulting from any accident, damage or injury occurring in the area.
- 1.3 The Permit Holder agrees that the Council will have no responsibility or liability for any loss or damage to the Permit Holder's fixtures or fittings or personal property.

2. PUBLIC RISK INSURANCE

The Permit Holder must take out and keep current a public risk insurance policy in the name of the Council and the Permit Holder. The policy must insure for the maximum amount of **TEN MILLION DOLLARS** (\$10,000,000) per claim and must cover injury, loss or damage to persons or property arising out of the activity carried out under this permit or the granting of this permit by the Council.

The Permit Holder must hold insurance as specified above whenever the Mobile Ice Cream Vending business is operating. Evidence of the insurance held by the Permit Holder must be provided to the Council or an authorised person on request.

3. DISCLOSURE AND EVIDENCE OF POLICY

- 2.1 The Permit Holder must not commence to use the area until evidence of the public risk insurance policy is given to the Council. The policy must bear an endorsement from the Insurer indicating the Insurer accepts the indemnity given by the Permit Holder.
- 2.2 The insurance policy must also bear an endorsement from the Insurer that it will notify the Council if the premium is not paid or the policy is allowed to lapse or is cancelled.
- 2.3 A copy of the policy and evidence of payment of the premium must be provided to Council before the permit is effective.

4. STANDARDS

During the period in which this permit is current, the Permit Holder must comply with any applicable industry or health and safety standards in relation to the use of the area. The Permit Holder must ensure that the activity permitted to be carried out by this permit is conducted in a safe and responsible manner.

5. TRANSFERABILITY OF PERMIT

- 5.1 This permit is personal to the Permit Holder and may only be transferred with the prior written approval of the Council.

6. COMPLIANCE WITH STATUTORY REQUIREMENTS

- 6.1 The Permit Holder must comply with any Act of Parliament, regulation or by-law relating to the use of the area;
- 6.2 Wherever there is any cost involved in complying with the preceding requirement, the Permit Holder will be responsible for payment of those costs.

7. AUTHORISED USE

Not to use or allow the area to be used for any purpose or activity other than that authorised by this permit.

8. NOTIFICATION OF DAMAGE

- 8.1 The Permit Holder must take all reasonable precautions to avoid damage to the area and any improvements and structures located in the Area. The Permit Holder must immediately notify the Council of damage to the area or any Council owned property located within or adjacent to the area;
- 8.2 The Permit Holder must repair any damage and reinstate the area at its own expense caused by its use or misuse of the area to the reasonable satisfaction of the Council.
- 8.3 If the Permit Holder fails to repair any damage to the area or reinstate the area pursuant to Clause 8.2, the Council may undertake the repairs and/or rectification itself and deduct its reasonable costs and expenses from the bond.
- 8.4 The Permit Holder will be responsible to reimburse the Council for all its reasonable costs to repair or rectify any damage caused as a result of the Permit Holder's use or misuse of the area pursuant to Clause 8.3 which exceeds the bond.

9. ALTERATIONS

The Permit Holder may not alter or remove any of the existing fixtures and fittings within the area, nor install any structures or items within or adjacent to the area without the Council's prior approval.

10. BREACH

- 10.1 A breach of a condition of this permit may result in a penalty of up to \$2,500 or the cancellation of this permit.
- 10.2 If the Permit Holder breaches a provision of this permit, the Council may give the Permit Holder written notice to remedy the breach and the notice will identify that failure to remedy the breach will result in cancellation of the permit.
- 10.3 If the Permit Holder fails to remedy the breach within a time specified in the Council's notice, then the Council may cancel this permit.

- 10.4 Before the Council cancels this permit pursuant to Clause 10.2 of this permit, the Council will give the Permit Holder written notice of the proposed cancellation stating the grounds on which the Council proposes to act and allowing the Permit Holder one (1) month to make written representations to the Council on the proposed cancellation and the Council will consider any written presentations made in response to the Council's notice given pursuant to Clause 10.3 of this permit.
- 10.5 The Council will, within one (1) month after receiving any written representations pursuant to Clause 10.3 confirm in writing to the Permit Holder;
- 10.5.1 that the Council is satisfied by the Permit Holder's written representations that the breach can be remedied by the Permit Holder (to the Council's satisfaction) and this permit will not be cancelled; or
- 10.5.2 that the Council will cancel this permit effective immediately.
- 10.6 The Council may determine that the period, allowed under Clause 10.3 of this permit, to the Permit Holder to make written representations to the Council on the proposed cancellation, shall be less than one (1) month to protect the health or safety of the public and/or to protect the public interest.

11. EXECUTION OF PERMIT

This permit will not be effective until the Permit Holder has received a copy of the permit signed by the Council.

12. CONTRACTUAL RIGHTS ONLY

This permit does not confer on the Permit Holder any exclusive right, entitlement or interest in the area.

13. GST

The amount payable for any supply made under or in accordance with this permit shall be increased by the GST imposed on or in respect of that supply. "Supply" means a taxable supply as defined in A New Tax System (Goods and Services Tax) Act 1998.

SPECIAL CONDITIONS

1. The Period: Annual (twelve months)
 Monthly (one month)

2. The Fee: payable in accordance with the terms and conditions of the application is

New application	- Annual (twelve months)	as per Council fees & charges
	- Monthly (one month)	as per Council fees & charges
Renewal	- Annual (twelve months)	as per Council fees & charges
	- Monthly (one month)	as per Council fees & charges

The permit will operate from the Commencement Date and will expire:

- 2.1 in respect of a permit for which the Annual Fee has been paid, 12 months after the Commencement Date; and
- 2.2 in respect of a permit for which a Monthly Fee has been paid, 1 month after the Commencement Date,

unless cancelled earlier by the Council in accordance with the *Local Government Act* and the *Local Government (General) Regulations 2013*.

3. The Permit Holder agrees:

- 3.1 The Permit Holder shall not operate within 500 metres of existing shops within the area.
- 3.2 The Permit Holder shall not operate on a declared main or arterial road.
- 3.3 This permit does not authorise the Permit Holder exclusive access to any location within the area or to conduct the activity authorised by the permit in reserves or parks within the area.
- 3.4 The Permit Holder is only to operate between 10.00am and sunset, or 9.00pm, whichever is first, and must vacate the location in which the Mobile Ice Cream Vending Business has operated at the end of each trading period.
- 3.5 The Permit Holder shall not linger or loiter in the area, nor occupy any fixed stand therein, but shall, except when actually serving a customer, keep moving along the street or road on the side thereof situated left hand at a walking pace of not less than two kilometres per hour, and shall not travel the same route more than once within the period of one hour.
- 3.6 The audible means for attracting customers is to be music or chimes.
 - 3.6.1 The use of music or chimes is to be maintained at no higher level than that audible from a maximum of 200 metres from the vehicle or must not exceed 60dbA when measured at seven (7) metres from the vehicle.
 - 3.6.2 Such music or chimes to be discontinued when the vehicle becomes stationary.
 - 3.6.3 Music or chimes must not be used in areas where sales are not permitted.
- 3.7 A copy of the permit issued by Council must be displayed on the vehicle and be visible to customers and onlookers. The Permit Holder must produce a copy of the permit at times when conducting the Mobile Ice Cream Vending Business if requested by an authorised person.
- 3.8 It shall be the responsibility of the Permit Holder to ensure that the vehicle is appropriately licensed within the Area.
- 3.9 The vehicle is to display a sign at all times, warning of children likely to be in the vicinity. This sign is to be clearly readable at a distance of 50 metres from the vehicle.

- 3.10 The Permit Holder is responsible for all waste and litter created by the Mobile Ice Cream Vending Business or its customers. The Permit Holder must ensure that all waste and litter caused by the Mobile Ice Cream Vending Business or its customers is removed from the location in which the Mobile Ice Cream Vending Business has operated prior to leaving that location. Council provided rubbish bins may not be used by the Permit Holder for the disposal of waste or litter.
- 3.11 The Permit Holder must ensure that the operation of the Mobile Ice Cream Vending Business does not unduly interfere with:
- 3.11.1 Vehicles driven on the road;
 - 3.11.2 Vehicles parking or standing on roads;
 - 3.11.3 A parking area for people with disabilities (within the meaning of rule 203(2) of the *Australian Road Rules*);
 - 3.11.4 Public transport or cycling infrastructure (such as bus zones, taxi zones and bike lanes);
 - 3.11.5 Other road related infrastructure; or
 - 3.11.6 Infrastructure designed to give access to roads, footpaths and buildings.
- 3.12 The Permit Holder must comply with requirements of:
- 3.12.1 the *Local Government Act 1999*
 - 3.12.2 the *Food Act 2001*;
 - 3.12.3 the *South Australian Public Health Act 2011*;
 - 3.12.4 the *Environment Protection Act 1993*;
 - 3.12.5 the *Local Nuisance and Litter Control Act 2016*;
 - 3.12.6 the *Motor Vehicles Act 1959* and *Road Traffic Act 1961*;
 - 3.12.7 the *Planning, Development and infrastructure Act 2016*;
 - 3.12.8 the *Work Health and Safety Act 2012*;
 - 3.12.9 any law or legislative provision relating to electrical or gas installations or appliances; and
 - 3.12.10 any other relevant law or legislative provision relating to health, safety or the environment,
- when operating the Mobile Ice Cream Vending Business.

4. In this permit:

“authorised person” means an authorised person appointed by the Council pursuant to the *Local Government Act 1999*.

“the Council” include its members, employees and agents;

“operating” a mobile ice cream vending business includes:

- (a) the handling and preparation of food intended for sale;
- (b) the selling of food;
- (c) transporting the mobile ice cream vending business to, from and within the Council area;
- (d) parking the mobile ice cream vending business; and
- (e) setting up and dismantling the mobile ice cream food vending business.

“the Permit Holder” include its employees, agents and servants.

“public road” has the meaning given in the *Local Government Act 1999*



Mobile Ice Cream Vendor Permit

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by Mid Murray Council

FOR OFFICE USE ONLY

Insurance sighted	YES NO
Appropriate fee paid	YES NO
Permit Commencement and Expiry Date	
Approved by	
Position	Environmental Health Officer
Signature	
Date of Approval	