



## Application for Fundraising on Council Land Permit (Charitable & Community Groups)

*Please complete this form and return to the District Council of Robe by:*

**Post:**  
PO Box 1, Robe SA 5276

**Email:**  
council@robe.sa.gov.au

**In person:**  
3 Royal Circus, Robe SA

*To avoid delays, please ensure the application form is completed and all requested documentation is attached.  
Phone enquiries: 08 8768 2003*

APPLICANT DETAILS			
Name of Club / Community Group / Organisation <i>(permit holder)</i>			
Contact Person:			
Postal Address		Postcode:	
Phone Number			
Email Address			

Hereby apply to the District Council of Robe for the granting of a permit to use a public road or land for fundraising purposes Pursuant to Sections 200 and 222 of the Local Government Act 1999 and in accordance with Council's Fun Raising – Charitable & Community Groups Policy (Policy 1.3).

Completing this form does not constitute approval, approval is provided when the applicant is issued with the approved permit. **Use of the public road or Council land MUST NOT commence until approval has been granted.**

We endeavour to support all reasonable requests, however in some instances the proposed use of Council land or road may not be deemed appropriate and therefore may not be approved.

TERM OF USE	
Commencement Date:	End Date:
DETAILS OF PROPOSED FUNDRAISING ACTIVITY	
Type of Fundraising Activity:	
Location of Council Land/Footpath where fundraising will occur (list all if multiple & map if applicable):	
Days & Times of Proposed Fundraising Activity:	
Furniture / Structural elements proposed to use during Fundraising Activity:	

**APPLICANT DECLARATION:**

- Acknowledge that I have read, understand and agree to abide by the District Council of Robe's Fundraising on Council Land Permit General Terms & Conditions and other relevant Policies.
- Understand that I am responsible for ensuring **'the Permit holder' hold and keep current \$20 Million public liability insurance for the duration of the permit term.**  
Does this policy exclude any products or services which you are providing? Yes  No
- Agree to be held personally responsible for any claim arising from damage, neglect or non-compliance.
- The Permit Holder must indemnify and to keep indemnified the Council against all actions, costs, damages, charges and expenses whatsoever which may be brought or made or claimed against them arising out of or in relation to the issuing of the permit.
- That all furniture, equipment and structural elements will be removed from the site at the end of each time of use.
- Agree to provide a copy of any permit issued, to any Council Officer or Police Officer upon request.
- Understand that a breach of Council's Policies or the Permit Conditions may result in cancellation of the permit.
- Agree to ensure that all sites will be left in a clean and tidy state, and that all rubbish will be contained and removed from the site and be disposed of in the appropriate manner.

Applicant's Name: \_\_\_\_\_

Applicant's signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**OFFICE USE ONLY****MANAGEMENT APPROVAL (This approval then constitutes a Permit)**

Permit decision:	Approved / Declined
Variations applied to application / Special Conditions (if yes, list below):	Yes <input type="checkbox"/> No <input type="checkbox"/>
<i>Name of Authorised Officer</i>	
<i>Position</i>	
<i>Signature</i>	
<i>Date</i>	

**POST APPROVAL CHECK LIST**

Permit Completed and Copy Forwarded to Applicant	Yes	No
Permit Copy Saved to Electronic Records Systems	Yes	No
General Inspector Notified	Yes	No
Dates of Use entered into Calendar	Yes	No
Name of Officer:	Position:	
Signed:	Dated:	

## General Terms & Conditions

Any breach of these conditions may result in the permit being cancelled and / or additional costs levied against the permit holder.

1. **Described Activity** - Permit is valid for activity described, during the dates and times stated and is *not transferable in anyway*. Any changes to the approved activity contained on the Permit must be with prior approval from the issuing authority.
2. **Insurance - The Permit holder must hold and keep current \$20 Million public liability insurance for the duration of the permit term.** The Permit Holder must provide a copy of the Certificate of Currency in the name of the Permit Holder to Council before a Permit will be granted, insuring the Permit holder for the minimum sum of **twenty million dollars (\$20,000,000)** against all actions, costs, claims, damages, charges, and expenses whatsoever, which may be brought, made, or claimed against the Permit Holder in relation to the activity. If insurance expires during the permit period, the permit holder must provide a copy of the updated policy prior to expiry. Failure to do so will result in the permit being cancelled upon the expiry of the Public Liability Insurance.
3. **Laws** - The permit holder will comply with all relevant laws of the Commonwealth and State and any relevant Council by-law and give all notices required by any Act of Parliament, Ordinance, and Regulation on By-Law relating to this activity.
4. **Licences** - The permit holder shall ensure that it is appropriately licensed, accredited, trained and/or registered to carry out the activity authorised by the issuing of this permit (if applicable).
5. **Inspection** - Please keep a copy of your approved Permit with you, available for inspections upon request of an authorised officer of Council or Police Officer, for the duration of the permit.
6. **Marquees / Tents / Other Equipment** - If a marquee/ tent is to be erected, the usage of pegs is not permitted, to avoid damage to the irrigation system. Council will not be responsible for the cost of any damages caused by marquees/tents/other equipment to other Council service utilities.
7. **Rubbish and Cleaning** - The permit holder must ensure that the area is left clean and tidy after the activity. Should the area require cleaning after an activity, the costs incurred may be levied against the hirer.
8. **Noise** - Noise must be controlled by the permit holder in the interests of nearby residents in line with the Environmental Protection Act. Use of a public address system or amplified music must have prior consent from Council.
9. **Damage** - Where the Council determines that damage or destruction has occurred on or in relation to the site or facilities, the permit holder shall be deemed to be responsible and pay to Council the whole of the costs incurred by Council to repair such damage or destruction.
10. **Failure to Comply** - Failure to comply with any condition of the permit for Fundraising Activity on Council land will result in the permit being cancelled.
11. **Amendment to Conditions** - The application conditions may be amended at any time by the issuing authority with or without consultation with the permit holder.
12. **Electricity & Water** - The permit holder acknowledges that Council is not responsible for providing power, water or other utility services to the permit holder whilst they are using Council land for the activities prescribed under the permit.
13. **Exclusive Use** - The permit holder understands and acknowledges that the permit area is a public area and Council makes no guarantees or representation to the permit holder that they will have exclusive use of the permit area at any time or for any purpose associated with this permit.
14. **Sale or distribution of food or beverages** - All permit applications that relate to the sale or distribution of any food items will not be covered by this permit, rather a Mobile Food Vendor Application will need to be submitted and food preparation equipment that is intended to be used must inspected by and approved by an Environmental Health Officer.
15. **Signage** - Signage shall be in accordance with Councils Moveable Signs By-Law.
16. **Events** - this permit is not valid if a major event occurs which includes the same location as approved under this permit. Approval to operate during such events in the same location must be obtained via the event organiser.