
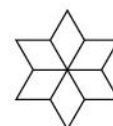


Authorisation to Close and Use a Public Road for a Community Event Application Form

175 The Parade, Norwood SA 5067
PO BOX 204, Kent Town SA 5071

Telephone 8366 4555
Email townhall@npsp.sa.gov.au
Website www.npsp.sa.gov.au
Socials  /cityofnpsp  @cityofnpsp

ABN 11 390 194 824



City of
**Norwood
Payneham
& St Peters**

Authorisation under sections 221 and 222 of the Local Government Act 1999 and temporary road closure pursuant to Section 33(1) of the Road Traffic Act 1961.

SCHEDULE	
<p>ITEM 1 Applicant <i>in this Authorisation called "the Authorisation Holder"</i></p>	<p>Name of Event:</p> <p>ABN (if applicable):</p> <p>Trading as (if applicable):</p> <p>Postal address:</p> <p>Event Contact details:</p> <ul style="list-style-type: none"> • Name: • Email: • Phone: <p>Note: the Applicant must be a registered company, incorporated association or natural person, not a registered business name.</p>
<p>ITEM 2 Event</p>	<p>Include details of proposed event: (e.g. community event, markets, street party) and closure of the Road pursuant to Section 33(1) of the <i>Road Traffic Act 1961</i>.</p>
<p>ITEM 3 Equipment</p>	<p>Include details of any structures / equipment you will be setting up on / over the Road (e.g. marquees, seating, temporary fencing, signs, banners, PA system):</p>
<p>ITEM 4 Term</p>	<p>Road Closure Start Date and Time:</p> <p>Event Start Date and Time:</p> <p>Event End Date and Time:</p> <p>Road Closure End Date and Time:</p>
<p>ITEM 5 Road</p>	<p>Identify the section of road and/or footpath where your Event will be held and which will be temporarily closed:</p> <p>Road name/s:</p> <p>Adjacent properties (list street address):</p> <p>and as shown on the attached Plan(s).</p>

ITEM 6 Fee	To be advised upon application (dependent upon the costs incurred by the Council for advertisement of the temporary road closure, use of Traffic Control Devices and preparation of a Traffic Management Plan for the Event).
ITEM 7 Public Liability Insurance	Twenty Million Dollars (\$20,000,000.00)

Please note: all Applications are subject to the Authorisation Conditions provided on the Council's website and attached to this Authorisation once approved.

Please attach the following documents to your Application:

- Site Plan** (showing the proposed Event area, area of Road to be closed and dimensions, the location of driveways / property access points and the location of any Equipment)
- Public Liability Insurance Certificate of Currency**
- Written consent from adjoining property owners**

Site Plan

You may wish to provide a sketch of the Event and Road closure area below, or attach separate plans.

N
 ↑

Additional Information

- The Applicant must obtain written consent from all adjacent residents of the Road in relation to the Event and the proposed road closure and must provide this to the Council upon application. The Applicant must also notify properties in the nearby vicinity of the Road of the road closure at least fourteen (14) days prior to the Event:

Note: the Council will undertake the required advertisement and notification to emergency services and relevant authorities pursuant to Section 33 of the Road Traffic Act 1961, with the costs payable by the Applicant.

- A Traffic Management Plan will be prepared for the road closure by the Council in consultation with the Applicant.
- Traffic Control Devices must be installed and maintained for the proposed road closure at the Event in accordance with the requirements of the Road Traffic Act 1961, the Road Traffic (Miscellaneous) Regulations 2014 and the Traffic Management Plan for the Event – this will be managed by the Council in consultation with the Applicant.

Note: the costs associated with preparation of a Traffic Management Plan and use of Traffic Control Devices will be payable by the Applicant.

- This Authorisation does not apply to events held on public roads managed by the Commissioner of Highways, which require separate approval from the Minister under the Road Traffic Act 1961. For further information, contact the Department for Infrastructure and Transport. Visit: <https://dit.sa.gov.au/> or phone: 8343 2222

These roads include: Dequetteville Terrace, Flinders Street, Fullarton Road, Glynburn Road, Hackney Road, Kensington Road, Lower North East Road, Lower Portrush Road, Magill Road, Nelson Street, North Terrace, O G Road, Payneham Road, Portrush Road, Rundle Street, Stephens Terrace and The Parade.

Approval for Event

This Authorisation is granted pursuant to and by force of Sections 221 and 222 of the Local Government Act 1999 (SA) (to the extent applicable) and is executed by the City of Norwood Payneham & St Peters in accordance with Section 44(1) of the Act under delegated authority:

..... Signed for the Council Name
..... Date Title

Approval for Temporary Road Closure

The Chief Executive Officer of the City of Norwood Payneham & St Peters, in exercise of the authority delegated to him by the Council pursuant to Clause G of the Minister's Instrument of General Approval and Delegation to Council: Use of Traffic Control Devices, Road Closure and Granting of Exemption for Events dated 22 August 2013, and pursuant to Section 33(1) of the Road Traffic Act 1961, hereby makes a declaration and order that the Road will be closed to traffic for the Term for the purposes of the Event, as set out in this Authorisation:

.....
Mario Barone
CHIEF EXECUTIVE OFFICER

.....
Date

Authorisation to Close and Use a Public Road for a Community Event Application Form

175 The Parade, Norwood SA 5067
PO BOX 204, Kent Town SA 5071

Telephone 8366 4555
Email townhall@npsp.sa.gov.au
Website www.npsp.sa.gov.au
Socials [/cityofnpsp](https://www.facebook.com/cityofnpsp) [@cityofnpsp](https://www.instagram.com/cityofnpsp)
ABN 11 390 194 824



City of
Norwood
Payneham
& St Peters

Conditions

BETWEEN The Corporation of the City of Norwood Payneham and St Peters of 175 The Parade Norwood SA 5067 (**Council**)

AND

The **Authorisation Holder** as described in Item 1 of the Schedule.

TERMS

1. DEFINITIONS

1.1 Definitions

In this Authorisation, except where contrary to context:

Act means the Local Government Act 1999;

Authorisation Holder means the party described in Item 1 and where the context permits includes employees, contractors, agents, authorised representatives and other invitees;

Application means the application made by the Applicant for the granting of the Authorisation;

Authorisation means this authorisation granted by the Council to the Authorisation Holder for the erection, installation and maintenance of the Equipment brought onto, erected or installed or kept in, on, across, under or over the Road by force of Section 221, and where clause 2.2.2 applies, a permit granted by Council pursuant to Section 222 of the Act;

Council means the party described as the "Council" in this Authorisation and where the context permits includes its members, employees, contractors, agents, authorised representative and other invitees;

Equipment means any and all structures, equipment or property brought onto, erected or installed or kept in, on, across, under or over the Road by the Authorisation Holder, including any such items described in Item 3;

Event means the event described in Item 2;

Fee means the fee described in Item 6;

Plans means the plans (if any) attached to this Authorisation including as subsequently approved or amended and approved by the Council;

Road means that portion of public road described in Item 5;

Special Conditions means the Special Conditions (if any) attached to this Permit.

Term means the term of this Authorisation commencing on the Event Start Date and Time and expiring on the Event End Date and Time, and includes any period during which the Authorisation Holder holds over or remains in occupation of the Road.

2. GRANT OF AUTHORISATION AND PERMIT

2.1 Condition Precedent

- 2.1.1 This clause 2.1 only applies to this Authorisation if section 223 of the Act applies to any alteration or use contemplated by this Authorisation.
- 2.1.2 This Authorisation, is subject to and conditional upon the Council fully complying with its public consultation policy and the Council subsequently deciding to grant this Authorisation.
- 2.1.3 Council will notify the Authorisation Holder upon completion of consultation in accordance with its public consultation policy whether Council grants or refuses to grant this Authorisation.
- 2.1.4 If Council gives notice that it refuses to grant this Authorisation, this Authorisation automatically terminates on and from the date notice is given.
- 2.1.5 The Authorisation Holder acknowledges that it is not permitted to make any alteration including erecting or installing any Equipment or to use the Road for any purpose contemplated by this Authorisation until the condition precedent in clause 2.1.2 is complied with.
- 2.1.6 If Council may terminate this Authorisation by giving notice to the Authorisation Holder at any time if, for any reason, its public consultation policy cannot be complied with.

2.2 Grant of Rights

- 2.2.1 The Council authorises the Authorisation Holder, pursuant to and by force of section 221 of the Act and subject to this Authorisation to erect or install the Equipment and to maintain the Equipment on the Road for the Term.
- 2.2.2 To the extent that any use of the Road permitted by this Authorisation requires a permit under section 222 of the Act, the Council hereby grants a permit pursuant to section 222 of the Act to use the relevant portion of the Road for such use for:
 - 2.2.2.1 the Term; or
 - 2.2.2.2 if the Term is in excess of five years, then five years from the date of commencement of the Term.
- 2.2.3 The terms and conditions of this Authorisation will apply equally to the permit granted pursuant to clause 2.2.2 subject to necessary variations.

2.3 Fee

- 2.3.1 The Authorisation Holder must pay to the Council the Fee (if any) set out in Item 6 in the manner and at the times directed by the Council acting reasonably.
- 2.3.2 The Council may, at its discretion in all respects, seek to recover from the Authorisation Holder the costs of advertisement of the temporary road closure in accordance with Section 33 of the *Road Traffic Act 1961* and the costs of installing, maintaining and removing any Traffic Control Devices and preparing a Traffic Management Plan for the Event as required by the *Road Traffic Act 1961*.

2.4 Installation and Maintenance of Equipment

The Authorisation Holder must:

- 2.4.1 ensure that the Equipment is erected or installed, maintained and removed in accordance with:
 - 2.4.1.1 the Plans, subject to any variations, amendments or alterations to the Plans required by the Council;

- 2.4.1.2 any development authorisation obtained by the Authorisation Holder in connection with the Event under the *Development Act 1993* (SA);
 - 2.4.1.3 in accordance with all relevant industry standards, Australian Standards or health and safety standards;
 - 2.4.1.4 with the exercise of reasonable skill, care and diligence;
 - 2.4.1.5 having first obtained (where required) and in compliance with any approval, consent, certificate, permit or licence from any statutory authority (including the Council) or utility suppliers;
 - 2.4.1.6 the provisions of the Authorisation; and
 - 2.4.1.7 any other directions given or conditions imposed by the Council in connection with granting this Authorisation.
- 2.4.2 The Authorisation Holder must remove the Equipment upon the expiration or earlier termination of this Authorisation, and any Equipment that is not removed from the Road may be removed by the Council and all costs incurred by the Council in connection with such removal (including storage costs) are recoverable by the Council from the Authorisation Holder as a debt.
- 2.4.3 The Authorisation Holder must not undertake or permit any alteration to the Road other than in accordance with the Authorisation.

2.5 **Visibility of Equipment when Remaining on Road Overnight**

Where any Equipment is to remain erected or placed on the Road surface overnight, the Authorisation Holder must ensure that bunting and flashing lights or reflective chevrons are placed at each end of the Equipment at all times so that the Equipment is clearly visible to vehicles and pedestrians.

2.6 **Use of Road for Event**

2.6.1 **Permitted Use**

The Authorisation Holder must use the Road strictly only for the Event authorised under this Authorisation.

2.6.2 **Nuisance and Offensive Activities**

The Authorisation Holder must not carry on any offensive or dangerous activities on or from the Road or create a nuisance or disturbance to Council, the public or other owners or occupiers of nearby land and must take all reasonable steps to minimise noise, dust and vibration from the Road.

2.6.3 **Notification of Event and Consent from Adjoining Owners**

The Authorisation Holder must:

- 2.6.3.1 obtain written consent from all adjacent property owners to the Road with respect to the proposed Event and the proposed road closure and must provide the Council with a copy of this consent upon application; and
- 2.6.3.2 must notify properties in the nearby vicinity of the proposed Road of the Event and the road closure at least fourteen (14) days prior to the Event.

2.6.4 **Cleaning and Waste**

- 2.6.4.1 The Authorisation Holder must keep the Road clean, tidy and free from rubbish, and must not cause any other area adjoining the Road to be left untidy or in an unclean state or condition.
- 2.6.4.2 All waste produced on the Road in connection with the Event, including (without limitation) fats, oil and charcoal, must be disposed off-site and must not be disposed on the Road.

2.6.5 **Hazards**

The Authorisation Holder must immediately notify the Council upon becoming aware of any hazards, risks and obligations relating to the Road.

2.6.6 **Food Storage, Service and Disposal**

2.6.6.1 The Authorisation Holder acknowledges and agrees to comply with all relevant legislative requirements in relation to the storage, service and disposal of food and beverages in connection with the Event, including under the *Food Act 2001* and any directions or guidelines issued by the Eastern Health Authority.

2.6.6.2 The Authorisation Holder acknowledges and agrees that Environmental Health Officers from the Eastern Health Authority may inspect the Road at any time for the purposes of ensuring compliance with all relevant legislative requirements relating to the storage, service and disposal of food and beverages, and agrees to comply with any reasonable directions of such Environmental Health Officers in relation to these matters.

2.6.7 **Power and Electrical Appliances**

2.6.7.1 Unless otherwise arranged with the Council, it is the responsibility of the Authorisation Holder to arrange their own power supply at the Road for use in connection with the Event.

2.6.7.2 The Authorisation Holder will be responsible for the use and management of their power supply at the Road in all respects, and the Council will not be liable for any loss or damage suffered in connection with the use or management of this power supply by the Authorisation Holder.

2.6.7.3 The Authorisation Holder must ensure that all electrical appliances, equipment and cabling brought onto or in use at the Road is tested and tagged, and is placed, maintained and covered at the Area in accordance with relevant Australian Standards and work health and safety and legislative requirements, and the Authorisation Holder must provide the Council satisfactory evidence of compliance with the above obligations upon request.

2.6.8 **Alcohol and Gaming**

2.6.8.1 Unless the Authorisation Holder first obtains the written consent of the Council, the Authorisation Holder must not apply for:

- (i) a liquor licence under the *Liquor Licensing Act 1997*; or
- (ii) a gaming machine licence under the *Gaming Machines Act 1992*.

2.6.8.2 If the Authorisation Holder obtains any of the above licences, then it must comply with any licence terms and conditions and the relevant Act(s) at all times.

2.6.9 **Entertainment and Music**

The Authorisation Holder must obtain any required licences for the playing of live music or film at the Road as part of the Event, including from the Australasian Performing Right Association and the Phonographic Performance Company of Australia.

2.6.10 **Signs and Banners**

The Permit Holder must not place any signs, advertisements or banners at the Road except where prior Council approval has been obtained and in accordance with any statutory requirements. Approved signs, advertisements or banners must be removed upon the expiry or earlier determination of this Authorisation.

2.6.11 Pegging and Moveable Structures

The Authorisation Holder must ensure that all moveable structures are weighted in accordance with relevant industry standards, including as set out in the *Hire and Rental Industry Association (HRIA) Marquee Weighting Guide* (as amended from time to time), and otherwise in accordance with the Council's directions.

2.6.12 Council Right to Enter

The Council may enter the Road at any time without prior notice for any reason, and may close or restrict access to the Road in an emergency.

2.6.13 Statutory Requirements

The Authorisation Holder must comply with all applicable legislation, regulations, by-laws, codes of practice, guidelines and Council policies relating to the Event or the use of the Road, including any applicable industry or health and safety standards in relation to the Event.

2.6.14 COVID-19 Requirements

Without limiting clause 2.6.13 in any way, in conducting the Event under this Authorisation, the Authorisation Holder must ensure compliance at all times with:

2.6.14.1 all relevant legislative requirements and emergency management directions in place in relation to the COVID-19 Pandemic (including as amended from time-to-time); and

2.6.14.2 all relevant directions, guidelines and codes of practice from any peak body related to the conduct of the Event with respect to the COVID-19 Pandemic (including as amended from time-to-time).

2.7 Insurance

2.7.1 Authorisation Holder Must Insure

The Authorisation Holder must keep current at all times during the Term, and must ensure any of its contractors (including parties that supply and/or install equipment or infrastructure on the Road) also keep current:

2.7.1.1 public risk insurance for at least the amount in Item 7 (or any other amount the Council reasonably requires) for each claim; and

2.7.1.2 other insurances required by legislation or which the Council reasonably requires.

2.7.2 Requirements for Policies

Each policy the Authorisation Holder takes out under this clause 2.7 must:

2.7.2.1 be with an insurer and on terms approved by the Council;

2.7.2.2 be in the name of the Authorisation Holder and note the interest of the Council and any other person the Council requires;

2.7.2.3 cover events occurring during the policy's currency regardless of when claims are made; and

2.7.2.4 note that despite any similar policies of the Council, the Authorisation Holder's policies will be primary policies

2.7.3 Evidence of Insurance

2.7.3.1 The Authorisation Holder must give the Council certificates evidencing the currency of the policies the Authorisation Holder and any of its contractors or other parties have taken out under this clause 2.7.

- 2.7.3.2 The Authorisation Holder must not erect or install any Equipment or conduct the Event until the Authorisation Holder has provided to the Council a copy of the public risk insurance policies specified in clause 2.7.1.

2.8 Indemnity and Release

- 2.8.1 The Authorisation Holder occupies and uses the Road at the Authorisation Holder's risk and releases the Council from any liability to the fullest extent permitted by law.
- 2.8.2 The Authorisation Holder is liable for and indemnifies the Council against, and releases the Council from, all actions, liabilities, penalties, claims or demands for any loss, damage, injury or death incurred or suffered directly or indirectly in connection with the granting of the Authorisation, the erection, installation, maintenance or removal of the Equipment, or the undertaking of the Event, except to the extent caused or contributed to by the negligence or default of the Council.
- 2.8.3 Each indemnity is independent from the Authorisation Holder's other obligations and continues during this Authorisation and after this Authorisation ends.

2.9 Damage

- 2.9.1 The Authorisation Holder must not permit, cause or contribute to damage to the Road or any road, footpath, Council owned or controlled land or property in the immediate vicinity of the Road in erecting, installing, maintaining or removing the Equipment or undertaking the Event.
- 2.9.2 If the Authorisation Holder causes any damage described in clause 2.9.1 or to the Road or any part of the Road, or any part of the Council's land or property, the Authorisation Holder must immediately notify the Council and at its own cost and expense promptly rectify the damage and reinstate the Road or the Council property to the satisfaction of the Council and in accordance with all directions and requirements of Council.
- 2.9.3 If the Authorisation Holder fails to promptly rectify and repair any such damage pursuant to clause 2.9.2, or alternatively if the Council elects in its discretion, the Council may undertake the rectification and repairs itself, without notice having been given to the Authorisation Holder and the Council shall be entitled to recover from the Authorisation Holder as a liquidated debt any costs incurred in doing so.

Break Clause

Notwithstanding the Term, the Authorisation Holder acknowledges and agrees that the Council may terminate this Authorisation by giving not less than fourteen (14) days written notice to the Authorisation Holder if the Council requires that this Authorisation is terminated for any reason in the Council's discretion including in connection with any proposal to do works to the Road.

3. RIGHTS AND OBLIGATIONS ON EXPIRY AND BREACH

3.1 Termination of Authorisation

The Authorisation will immediately cancel on the earlier of the expiration of the Term or the termination of the Authorisation by the Council as permitted under this Authorisation.

3.2 Handover of Road

- 3.2.1 Upon the expiration or earlier termination of the Authorisation, the Authorisation Holder must at its own cost and expense remove all Equipment and return the Road to its condition prior to the Event having been undertaken to the satisfaction of the Council and in accordance with all directions and requirements of the Council, including repairing any damage caused to the Road and areas in the vicinity of the Road in removing the Equipment.

- 3.2.2 If the Authorisation Holder fails to carry out the works required under clause 3.2.1, the Council may without notice undertake the work required itself and may recover any cost or expense incurred in connection with such works from the Authorisation Holder as a liquidated debt.

3.3 Council's Rights on Breach

- 3.3.1.1 If the Authorisation Holder is at any time in breach of any of its obligations under this Authorisation, the Council and anybody authorised by the Council for that purpose may:
- (i) cancel this Authorisation in accordance with section 225 of the Act;
 - (ii) at any time thereafter come onto the Road without notice and do all things necessary to remedy that breach, and the Authorisation Holder will be liable to pay or reimburse the Council for all costs and expenses incurred in that regard which the Council may recover from the Authorisation Holder as a debt.
- 3.3.1.2 The Authorisation Holder must immediately notify the Council if it breaches any provision of this Authorisation.

4. GENERAL

4.1 Permits, Certificates, Licences, Authorisations

- 4.1.1 The Authorisation Holder must provide to the Council, prior to erecting or installing the Equipment or undertaking the Event, a copy of all required permits, certificates and any other authorisations which may be required by the Council or some other governmental, civic, or municipal authority or otherwise..
- 4.1.2 To avoid doubt, the grant of this Authorisation does not fetter or limit any other discretion, right or power the Council may have as an authority in connection with this Authorisation including under the *Road Traffic Act 1961* and the *Development Act 1993*.

4.2 Ownership Of Equipment

The Equipment remains the property of the Authorisation Holder for the Term.

4.3 Abandoned Goods

If the Authorisation Holder leaves any goods or equipment on the Road for a period of at least fourteen (14) days, except where authorised under this Authorisation, such goods will vest in the Council and the Council will be entitled to deal with and dispose of those goods at its discretion.

4.4 Execution of Authorisation

The Authorisation is not effective until the Authorisation Holder has received a copy of this Authorisation signed by the Council.

4.5 Authorisation Not Transferable

This Authorisation is not transferable.

4.6 Contractual Rights Only

The rights conferred by this Authorisation are conferred by force of the Act. This Authorisation does not confer on the Authorisation Holder any exclusive right, entitlement or proprietary interest in the Road.

4.7 **Special Conditions**

The Authorisation Holder acknowledges and agrees that the Special Conditions (if any) form part of this Authorisation and bind the Authorisation Holder, and to the extent there is any inconsistency between the Special Conditions and any other term of this Authorisation, the Special Conditions shall prevail.

4.8 **Entire Authorisation**

The Council and the Authorisation Holder acknowledge and agree that this Authorisation contains and represents the entire agreement reached between them with regard to the Road and the Event and that no promises, representations or undertakings, other than those contained in this Authorisation, were made or given or relied upon.

4.9 **Waiver**

4.9.1 Council can only waive any rights it has under this Authorisation expressly or accept any breach by written notice to the Authorisation Holder. No other conduct by Council will be deemed to constitute a waiver or acceptance.

4.9.2 If the Council waives any rights or accepts any breach by the Authorisation Holder, that waiver or acceptance cannot be taken as an acceptance or waiver of any future breach of the same obligation or of any other obligation under this Authorisation.

4.10 **Notice**

4.10.1 A notice given under this Authorisation must be in writing and may be given by post, by email, or by delivery:

4.10.1.1 to the Council at:

- (i) its office;
- (ii) the address or email address of the Council appearing in this Authorisation; or
- (iii) any other address or email address of which written notification has been given;

4.10.1.2 to the Authorisation Holder at:

- (i) its address or email address appearing in this Authorisation; or
- (ii) any other address or email address of which written notification has been given.

4.10.2 Where more than one person comprises a party, notice to one of those persons is effective notice to all of those persons and to that party.

4.10.3 Posted notices will be taken to have been received two (2) business days after posting with postage prepaid.

4.10.4 Notices delivered by hand will be taken to have been received when delivered.

4.10.5 Notices sent by email will be taken to have been received four (4) hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered.

4.10.6 However notices delivered by hand after 5.00 p.m. will be taken to have been received at 9.00 a.m. on the next business day at the place where it is received.

4.10.7 Notices will be regarded as effective if signed for and on behalf of a party by its lawyers or, if the party is a corporation, by a director or duly authorised officer of the corporation.

4.11 **Severance**

If any part of this Authorisation is found to be void or unenforceable, then that part will be severed from this Authorisation and the remainder will continue to apply.