

Tourism Bus Bay Application/Permit



Permit #: _____

LOCAL GOVERNMENT ACT 2019
DARWIN CITY COUNCIL BY-LAWS 1994

VERSION 1

This permit grants the applicant use of City of Darwin's Tourism Bus Bays and, where available, a designated stall site, for the purpose of selling tour tickets associated in accordance with the conditions outlined in this permit.

APPLICANT DETAILS

Company Name:		
Contact Name:		
Postal Address:		
Contact Number:	Phone:	Mobile:
Email:		
Number of Vehicles to use the bay:		
Dates:	Start Date:	Finish Date:
Description of Vehicle/s: (e.g. Coach, Coaster, Van)		

CONDITIONS OF USE

- Authorised vehicles must display their valid permit on the dashboard of the vehicle/s when using the bays.
- Tourism Bus Bays are for the sole purpose to collect and drop off tour ticket holders.
- Authorised vehicles must not exceed 15 minutes in a Tourism Bus Bay at any given time.
- Vendors with multiple vehicles may only have one vehicle stopped in a Tourism Bus Bay at any given time.
- Stalls must be operated by the applicant company staff and not outsourced to a third party.
- Stalls must only sell tours to vehicles permitted to use the Tourism Bus Bays.
- Stalls must only use the area allocated to them, and not exceed a 4 x 4m area (including advertising).
- Permits are not transferrable between parties.
- Permits must be produced upon request by an Authorised Officer.
- This permit may be terminated by either party by giving notice in writing.
- City of Darwin reserves the right to alter or cancel the permit at any time.

OFFICE USE ONLY

Description/Budget Number:		Cost: \$
Total Invoice Amount: \$		GST Included in Price: ☐ Yes

Permit Fees 2023/24 - \$650.00 per quarter per bay



AUTHORISATION/CONSENT

APPLICANT

I/We have read and understood the Terms and Conditions and undertake to abide by and comply with all the conditions included in this Application/Permit, and any special conditions of approval, which Council may impose as part of the issued Permit:

Name of Applicant:

Signature of Applicant:

	Date:

CITY OF DARWIN AUTHORISED OFFICER (OFFICE USE ONLY)

Name of Authorised Officer:

Signature of Authorised Officer:

	Authorised Stall Site:
	Date:

TERMS AND CONDITIONS

1. The Hirer must be over the age of 18 years of age.
2. The Hirer shall be responsible for any damage to fixtures, gardens, lawns and anything within the area of hire during the period of hire, and shall reimburse Council for any repairs or replacement. Any damage which is not considered to be normal wear and tear will result in the forfeiture of all or part of any security deposits paid.
3. The Hirer is responsible for the daily collection and disposal of all introduced litter. The Hirer shall not allow any confetti, cooking oil, fat or similar substance to be spilt upon the area. Failure to leave the area clean and tidy will result in Council employees cleaning up the area and the hirer paying the cost of labour and equipment used at the rates under the current Schedule of Fees and Charges.
4. The Hirer shall, during the term of the hire and at the discretion of Council, keep in force a policy of Public Liability Insurance for an amount not less than \$20,000,000 in the name of the Hirer and the City of Darwin.
5. The Hirer shall also be solely liable for and shall indemnify and keep indemnified the City of Darwin against death of, or injury to the Hirer or their guests or employees or subcontractors, or damage to property which arises howsoever out of or in connection with the hire and against all liability, loss, damage, actions, proceedings, claims etc. brought against the City of Darwin (whether at law or under any statute or otherwise howsoever), in respect or in connection with or in consequence of such death or injury or damage to property.
The Hirer shall, at all times, when required by the City of Darwin, produce the policy for such insurance and the receipts of the premium paid in respect thereof.
6. It is the responsibility of the Hirer to provide sufficient notice period for their application to be reviewed and processed.
7. City of Darwin reserves the right to refuse any application and to cancel a booking previously approved. With such cancellations, City of Darwin will refund any funds paid by the Hirer.
8. City of Darwin reserves the right to revoke an approved permit at any time.
9. The introduction of:
stakes/pegging into the turf; vehicle traffic; placement of hangings/infrastructure in trees; generators; bollard access; is not permitted unless authorised by a Council Officer.
10. No vehicles are to be driven upon a park, reserve or oval without the approval of City of Darwin. To prevent root zone compaction, no vehicular traffic is permitted within a diameter twice that of a tree's crown perimeter.
11. Helium balloons and the release of helium balloons are prohibited on Council land.
12. No footpath, carriageway or access area is to be obstructed by the hirer.
13. The Permit does not entitle the hirer to exclusive use of the area.
14. The Permit authorises the sale of tour tickets only. Conducting business of any other purpose is not covered by this Permit.
15. The Hirer shall at all times adhere to Council's Single Use Plastic Policy and must make all efforts to use compostable products.
16. Operational emergencies during business hours concerning the hired venue should be directed to 8930 0300. Emergencies that occur outside of normal office hours should be directed to City of Darwin's contracted After Hours number on 8989 2843. In the event that City of Darwin's contracted security firm is called out, City of Darwin will recover the costs incurred from the Hirer.
17. The Hirer is responsible to take all reasonable steps to ensure the safety and wellbeing of individuals during the hired period.
18. The Hirer must comply with these Terms and Conditions. Failure to do so will result in the Hirer not being able to make further applications.

PRIVACY STATEMENT

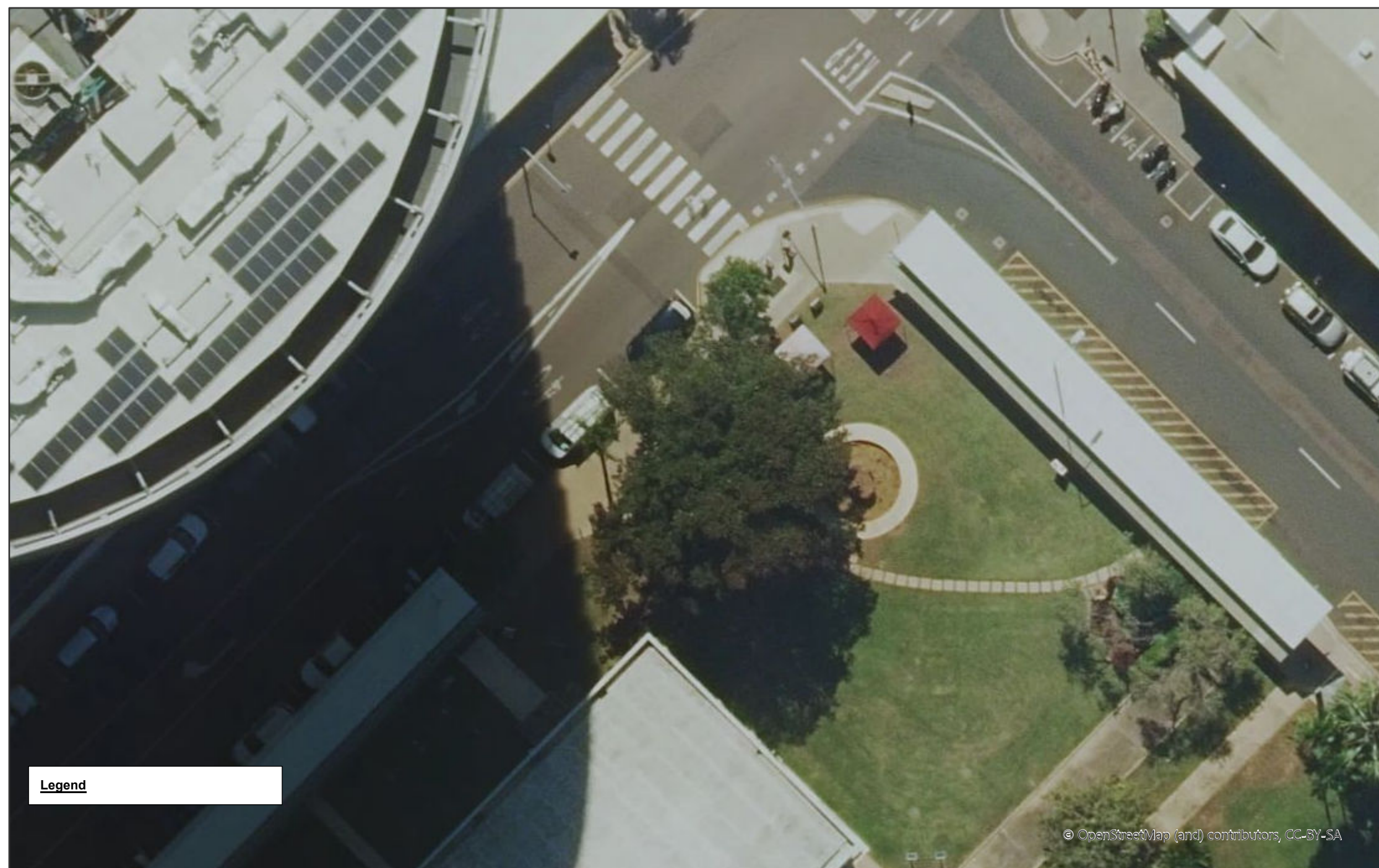
City of Darwin collects personal information from you, including your personal contact details. We collect this information for the purpose of updating our administrative systems to be able to carry out Council's functions. The *Local Government Act 2019* allows or authorises us to collect this personal information and you may seek access to this information. We will only use your information for the purpose described here. It will not be used or disclosed in any other way unless we have your consent or we are authorised or required by law to do so. If you choose not to provide us with your information, we will be unable to complete your request. Your personal information will be handled in accordance with our Privacy Statement and the *Information Act 2002* (NT) (The Act). Council's Privacy Statement is available from the City of Darwin, Harry Chan Ave, Darwin or via the Council's website at www.darwin.nt.gov.au.

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Legend

Bennett Park Stalls

