

## Display of Goods - Application

Please be advised that footpath trading is **not permissible** until the application has been approved and full payment of fees received. Fines apply for trading without a permit. Retain the attached “Permit Conditions” for your records as these contain important information regarding footpath trading.

If you have any queries relating to the footpath trading application process, or if you wish to renew an existing permit, please do not hesitate to contact Council’s Community Safety team on 1300 BCOAST (226 278).

## Permit Application

Applicant Name:	
Name of Business:	
Postal Address:	
Business Address:	
Contact Details	Home: _____ Business: _____ Mobile: _____ Other: _____
Email Address:	
Bass Coast Business and/or Tourism Association Member	Yes / No Name of Association: _____

*This Personal Information is held in accordance with the Privacy and Data Protection Act 2014 Principles*

## Required Information

Does your shop front face directly onto a Loading Zone?  Yes  No

Does your shop front face directly onto a Disabled Parking Bay?  Yes  No

Does your shop front face directly onto a Pedestrian Crossing?  Yes  No

If you answered Yes to either of these questions please refer to attached Conditions for relevant information and ensure you have clearly marked these on your Site Plan

# Footpath Trading Application – Display of Goods



Shop frontage ..... (measurement in metres)

Square metres required 

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**Fees for Footpath Trading – Please note all permit fees are non-refundable**

Application Fee	\$102.30
Display of Goods for Sale Permit Fee	\$143.20 per square metre

Bass Coast Business and/or Tourism Association Members receive a 25% discount off the permit fee, capped at \$500 (excludes application fee)

**Document Check List**

Prior to lodging application, please ensure the following information is attached

- Signed Indemnity Form
- Site Plan
- Certificate of currency for public liability insurance (minimum \$10, 000, 000. 00 cover)
- Permit application fee (\$102.30)
- Permit Fee

**In signing this application I acknowledge having received a copy of the Goods for Sale permit conditions and agree to abide by all conditions contained therein**

**Signature:** \_\_\_\_\_

**Date** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## General Permit Conditions

1. Business owner must provide Council with a current copy of their Public Liability Insurance detailing cover of \$10m. Public Liability must remain valid for the life of the permit.
2. Permits are valid per calendar year from 1 January to 31 December or any part thereof
3. Permits must be clearly displayed on premises at all times
4. All application and permit fees are non-refundable
5. The outside placement of goods must be in accordance with the approved site plan as submitted with the application form
6. Services such as gas, power, water, fire plugs, fire hydrants and telecommunications should not be covered or obstructed by any footpath trading item at any time
1. Goods may only be placed on the footpath during normal or authorised trading hours, and must only be displayed 7.00am and 11.00pm on each trading day
2. Goods must be displayed on stable stands approved by an authorised Council Officer and must be able to withstand adverse weather conditions
3. Stands must be secured in a manner that ensures adverse weather conditions will not create a risk for pedestrians, property and passing traffic
4. Stands and goods must not cause any damage to the footpath;
5. Stands and displays will not be allowed to exceed a height of 1.5m or overhang this zone
6. Buckets, boxes, loose and/or freestanding items are not permissible
7. Displays must not be affixed to any footpath, building, street furniture, pole, tree or other structure
8. Any awnings to protect goods shall be noted on the application site plan and shall be securely fixed by an appropriate means to the ground. All retractable awning shall be retracted at close of business
9. Food displays are not permitted on the footpath without prior written consent from Council
10. These conditions are to be read in conjunction with Council's Local Law No 1 – Neighbourhood Amenity 2012

## **Breach of Conditions**

Council reserves the right to do any of the following should there be any breach of the above conditions and/or any relevant Local Laws.

1. Send the permit holder a Notice to Comply
2. Issue an infringement.
3. Request immediate removal of the outdoor furniture
4. Impound the items, with all associated costs needing to be paid prior to reclaiming items
5. Revoke the footpath trading permit

## Footpath Zones

Council manages footpath trading in to provide a safe environment by ensuring pedestrians have unobstructed passage, in particular those who may be physically or vision impaired, and to ensure the visual amenity of the area is not impacted.

In order to assess application for the Display of Goods, the footpath is divided into three zones. Consideration has been given to the requirements of the *Disability Discrimination Act 1992 (DDA)* and the Pedestrian Council of Australia's recommendations when determining minimum widths of zones.

### Accessway:

The Accessway (or pedestrian zone) is the area of footpath that extends from the building line or shopfront of business premises and is for the exclusive use of pedestrians.

Accessways allow a clear, safe and consistent pathway which meet the needs of a range of users including parents with prams, pet owners and people of all ages and abilities.

This zone is to remain clear of any obstructions at all times and in all weather conditions. No items are permitted to be placed along the building line or shopfront of the business premises **for a minimum of 1.8m-2.0m**

No items may extend into this zone at any time including items overhead below a height of 2.2m.

### Trading Activity Zone:

The Trading Activity zone is the only area where footpath trading is permissible. This area may be utilised for placing an advertising sign, display of goods for sale or for use as an outdoor dining area.

It is the area left between the Accessway and Kerbside zone and may vary from street to street, town to town depending on the width of the footpath.

Where business premises are adjacent to an intersection, the Trading Activity zone must not extend past the building line.

### Kerbside Zone:

The Kerbside zone is a buffer from the kerb of **a minimum of 70cm** to ensure access to and from parked vehicles.

Where there is a Disabled Parking bay or a loading zone the setback from the kerb will be **at least 1.5m** to ensure access for disabled persons, and for delivery and/or loading of goods.

**Exclusion areas:** in addition to the above three zones a 50cm exclusion zone applies around items such as litter bins, bike racks, phone boxes and public seating. For outdoor dining permits this exclusion zone is 1.0m.



**Site Plan**

Applicant Name: .....

Name of Business: .....

Business Address: .....

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Please provide a plan of the location and layout of the proposed footpath items. Include position of A Frame, goods on display, and/or outdoor dining as well as highlighting accessway, trading activity zone and kerbside zone

A large empty grid for drawing the site plan, consisting of approximately 20 columns and 20 rows of squares.



Form of Indemnity

(Schedule 4 Local Law No. 1 Neighbourhood Amenity 2012)

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I .....(Name of person)
of .....(Address of person)
in the State of Victoria, holding position of ..... (Role or Position in Business)
in the business named ..... (Business Name)
with ABN or ACN ..... (Australian Business or Company Number)
of ..... (Business Address)
for which business I am duly authorised to sign this indemnity, in consideration of the Permit for
..... (nature of permit) on the Footpath or Road being granted to
..... (Name of Person or Incorporated Business Name on the Permit)
(hereinafter referred to as "the Permit Holder")

HEREBY COVENANTS with BASS COAST SHIRE COUNCIL (hereinafter referred to as "Council") that unless caused by a breach of employees or contractors, the Permit Holder agrees to indemnify Council and keep Council indemnified from and against all and any damage, loss, cost or liability incurred or suffered by any person as a result of the Permit Holder's failure to comply with any conditions of the Permit granted by Council, or any other failure to comply with any relevant law, lawful duty or obligation giving rise to any damage, loss, cost or liability incurred or suffered by any person as a result of or in any way associated with the exercise of this Permit.

SIGNED SEALED AND DELIVERED by

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Sign)

\_\_\_\_\_  
(Print Position)

\_\_\_\_\_  
(Date)

in Victoria in the presence of:

\_\_\_\_\_  
(Print Witness Name)

\_\_\_\_\_  
(Witness Sign & Date)