

Occupation of Footway Agreement Application Form

TRIM FOLDER:

DOCUMENT NUMBER:

ABOUT THIS FORM

Effective 1 July 2022 to 30 June 2023.

Use this form to apply for an Occupation of Footway **Agreement** if you **already** have a **current approval** to use part of the public footway for footway dining or display of goods under the Roads Act 1993.

Randwick City Council is the Roads Authority and has the care and control of the Footway.

An Occupation of Footway Agreement is required to be entered into **before** the use of the footway between the parties detailing the terms and conditions of use.

WHAT YOU'LL NEED TO SUBMIT WITH THIS FORM

- | | |
|---|-----|
| <input type="checkbox"/> Roads Act Approval Number | LA/ |
| <input type="checkbox"/> Development Approval Number (if applicable) | DA/ |
| <input type="checkbox"/> Public Liability Certificate of Currency (attach) | |

APPLICANT DETAILS

The Roads Act requires approvals for footway dining to be given to the person who conducts the restaurant. Consequently, the applicant must be the person (not the business) who operates the restaurant.

Title: Mr Mrs Ms Other:

Applicant's Name:

Residential Address:

Postal Address:

Suburb: Post Code:

Email:

Phone No(s): Mobile:

Business Name: ABN:

Date of Business transfer
(if applicable)

PROPERTY/LOCATION DESCRIPTION

Please provide us with property location details of where the Occupation of Footway agreement will apply.

Unit/Street No: Street:

Suburb: Post Code:

GET IN CONTACT

Randwick City Council
30 Frances Street
Randwick NSW 2031
ABN: 77 362 844 121

Phone 1300 722 542
council@randwick.nsw.gov.au
www.randwick.nsw.gov.au

INSURANCE DETAILS

An Occupation of Footway Agreement will not be issued unless you have public liability insurance for the Footway Dining or Display of Goods area you intend to use.

Please note that you are required to arrange for Randwick City Council to be named on your insurance as a joint insured for the respective rights and interests of yourself and Council in respect of your footway seating or display goods on the footpath. Please provide details of your insurance policy below.

Name of Insured: (include interested parties)

Name of Insurance Company: Public Liability Policy No:

Period of Insurance from: to:

Limit of Indemnity: \$

I understand that this insurance shall not be cancelled or lapse without the agreement of Randwick City Council and the policy document shall be endorsed to this effect. This insurance includes the cross liability clause.

TERMS AND CONDITIONS

Licensed Premises

The applicant is responsible for seeking a licence from the relevant authorities if alcohol is to be served in the occupied area. Council may oppose such an application in certain circumstances.

The onus is on the applicant to determine if the approved area is within an alcohol free zone.

Pedestrian Safety

The applicant must ensure that the seating or goods are maintained and operated safely and that pedestrians have free access to the remaining area of the footpath. If directed by Council, the applicant will immediately remove or make safe any seating or goods. If the applicant does not comply with this direction, Council may issue a fine in accordance with the Environmental Planning & Assessment Act or Local Government Act and/or immediately terminate the agreement.

Ancillary Equipment

The applicant must obtain Council's consent prior to installation of ancillary equipment such as umbrellas, heaters, barriers, flags and the like.

Environmental Protection Controls

The applicant is responsible for any environmental pollution resulting from the seating or goods. Should pollution occur, the applicant is responsible, at their own cost, for returning the affected area to its condition prior to pollution having occurred. If the applicant does not comply with this condition, Council may carry out necessary work and the applicant will be required to reimburse Council for any associated costs.

Maintenance of Occupied Area

The seating or goods shall not cover or impede access to public or private utility access and drainage pits. Authorities such as Telstra, Ausgrid and Sydney Water must be given access to the site if required. The seating or goods shall not obstruct the view of advisory and regulatory signs and traffic controls.

The applicant shall clean the occupied area daily, remove litter, motor oil, food scraps and so on, and prevent damage to any Council property. If the applicant does not comply with this condition, Council may carry out the necessary work and the applicant will be required to reimburse Council for any associated costs. No permanent structures are to be placed on or within the Footway Dining or Display of Goods area.

Annual Occupation of Footway Fees

Footway dining and display of goods fees are payable to Council's nominated Managing Agent. Fees and charges are reviewed each financial year. Monies are payable in advance. Payment of fees is the responsibility of the applicant. Non-receipt of tax invoices does not constitute reason for non-payment. Non-payment of fees is deemed as a breach of the terms of the agreement and instant termination will occur.

Permit Display

The permit must be displayed in the front window or highly prominent position of the subject premises at a minimum height of 800mm and a maximum height of 1700mm from street level. This will allow Council Officers to check the permit without disturbing your normal business.

Vacating and Reinstatement

Should the Occupation of Footway Agreement expire or the premises be vacated, the applicant shall ensure the area is returned to its original condition. The applicant shall notify Council in writing prior to vacating the premises. Retrospective cancellation is not permissible.

Cancellation

Council reserves the right to revoke or renew the Occupation of Footway Agreement if the seating or goods do not conform with the description provided in the application or the seating or goods extends beyond the approved area or if Occupation of Footway Agreement and Development Application Approval/Local Government Act Approval conditions are not complied with. Council also reserves the right to revoke the Occupation of Footway Agreement should there be a change of Council policy on this issue or if it is in the interest of public safety.

No Smoking

As of 6 July 2015 there is a ban on commercial footway dining smoking. This area is smoke free under the Smoke Free Environment Act 2000. The applicant must display "No Smoking" signage in the footway dining area.

Maximum Term

Approval to use the footway dining or display of goods is valid for a maximum period of seven (7) years from the date of approval being granted under the Roads Act. An Occupation of Footway Agreement must not extend beyond seven (7) years from the date of Determination.

INDEMNITY

I, the applicant, indemnify Council from and against all actions, claims, costs, losses, expenses and damages (including the costs of defending or settling any action or claim) in respect of:

- Loss of, loss of use of, or damage to property of Council; or
- Personal injury (including death) or illness to any person or loss of, loss of use of, or damage to any property;

resulting from or by reason of anything done or omitted to be done by you arising out of your activities undertaken at or near Council's facility.

Your liability to indemnify Council is reduced proportionally to the extent that a negligent act or omission of Council or its employees has contributed to the injury, damage or loss.

DECLARATION

I have read, understood and accept the conditions of hire. I accept that all these conditions must be complied with on the day(s) of the activity.

I have read, understood and accept the conditions. I accept that all these conditions must be complied with. I apply for consent to carry out the works described in this application on the dates prescribed. I declare that all the information given is true and correct. I also understand that:

- if incomplete, the application may be delayed or rejected, and
- more information may be requested after the date of lodgement, and
- a processing fee must be paid.
- If your application is incomplete, it will not be accepted and will be returned to you with your cheque/money order OR may result in the application being delayed or rejected.
- **I have read and agree to the terms and conditions outlined in this form.**

Signature:

Name: Date:

DIRECT DEBIT FORM

Please **complete all fields** with your details.

Title: Mr Mrs Ms Other:

Applicant's Name:

Business Name:

Address:

Suburb: Post Code:

Email:

Phone No(s): Mobile:

DIRECT DEBIT AGREEMENT FOR MONTHLY PAYMENTS IN ADVANCE

(Please turn over for **Privacy Statement & Direct Debit Charter**)

*By completing this form you are authorising Randwick City Council's Managing Agents to arrange for funds to be debited from your nominated account for the **outstanding** balance of your invoice each month.*

I/We *.....(**Applicant/s name/s**), have read and understood and agree to the Privacy Statement and Charter for Direct Debit Customers and request Preston Rowe Paterson Sydney Pty Limited/Colliers International to debit from my/our account the amount of my/our payments in accordance with the monthly statement as provided by Preston Rowe Paterson/Colliers International. I/we agree that should clear funds not be available in the account on any due date, **any debit which is dishonoured will be reversed from the account and a dishonour fee will be charged to the account.**

Account name:*

Account No:*

BSB No:*

Bank:*

Signed:* (Applicant)

Name:* (Applicant)

Signed:* (Witness)

Name:* (Witness)

Date:* / /

* **Mandatory Fields to be completed**

REQUEST FOR DEBITING AMOUNTS BY THE DIRECT DEBIT SYSTEM

PRIVACY STATEMENT

The personal information requested on this form will only be used to fulfil the purpose for which it is being collected as described on this form. The supply of information by you is voluntary, but if you cannot, or do not wish to, provide the information sought, we may not be able to process your application. Preston Rowe Paterson Sydney Pty Limited/Colliers International is to be regarded as the agency that holds the information and will endeavour to ensure that this information remains accurate and up-to-date. You may make an application for access or amendment to this information held by Preston Rowe Paterson Sydney Pty Limited/Colliers International. This application form is accessible to the public upon written application.

CHARTER FOR DIRECT DEBIT CUSTOMERS

1. Notification that Payment is Due

The amount of payment due each month will be in accordance with that of your tax invoice as provided for that month. Please note that payments are due on the first day of every month. On the due date, (or the nearest business day thereafter,) the amount specified on your tax invoice as previously provided for the coming month will be debited from the account you have nominated at your financial institution.

2. Direct Debit Guarantee

Should you wish to dispute any amount on your tax invoice or on a notification of payments under a pre-agreed arrangement, and let us know at least 10 business days before payment is due, we guarantee we will not debit your account for the amount in dispute until the dispute is resolved. This notice will allow us enough time to resolve the problem or to halt processing of the payment.

3. Change in Payment Method or Cancellation

You may cancel the direct debit or change your nominated bank account by simply letting us known in writing at least 5 business days (please note this excludes weekends and public holidays) before payment is due.

4. Privacy

We will maintain strict control over the information you provide to us. We will act only on your instructions or those of your authorized representative.

5. Complaints

We will provide you with contact details for lodging complaints when the direct debit is established, and these details will be repeated on regular bills. We will respond to any complaint within 5 business days.

HOW TO LODGE THIS APPLICATION

EMAIL: council@randwick.nsw.gov.au **OR**

BY MAIL with a cheque attached **OR**

OVER THE COUNTER at Council with payment made via cash, cheque, credit card or EFTPOS.

Address the Application to: Randwick City Council

Post: 30 Frances Street, Randwick NSW 2031

Courier or Personal Delivery to our Customer Service Centre:

Randwick City Council
30 Frances Street
Open 8:30am – 5:00pm, Mon-Fri

FEES

Application fees are in accordance with Council's Fees and Charges Policy.

Fees may be paid by cash, cheque, MasterCard, Visa, American Express & EFTPOS. Do not send cash in the mail.

Make cheques payable to Randwick City Council.

If lodging multiple applications, a separate payment must be made for each application.

GST is not applicable on the below fees.

FEE TYPE	RECEIPT CODE	FEE	GST
Agreement Application & Preparation Fee	(RC595)	\$155	N/A
Marker Installation Costs – per marker	(RC595)	\$41	N/A
Bond – Refundable	(RC596)	3 months footway occupation fee (min \$1,000)	N/A

FOOTWAY DINING & DISPLAY OF GOODS FEES	FEE	GST
Coogee (Primary)	\$760 Per Annum metre ²	N/A
Clovelly	\$467 Per Annum metre ²	N/A
La Perouse (Primary)	\$467 Per Annum metre ²	N/A
Kingsford-Kensington (Primary)	\$467 Per Annum metre ²	N/A
Maroubra (Primary)	\$352 Per Annum metre ²	N/A
Matrville (Primary)	\$293 Per Annum metre ²	N/A
Randwick (Primary)	\$644 Per Annum metre ²	N/A
The Spot (Primary)	\$702 Per Annum metre ²	N/A
Other/Isolated/Secondary (Part Coogee, Part Kensington, Part Kingsford, Part Randwick, Part The Spot)	\$467 Per Annum metre ²	N/A
Other/Isolated/Secondary (Part La Perouse, Malabar, Part Matrville, Part Maroubra Centre, Part Maroubra Beach, Moverly)	\$234 Per Annum metre ²	N/A

PRIVACY NOTIFICATION

The purpose of collection of this information is for processing your application, keeping records and establishing your identity. Provision of this information is voluntary and is required to help process your application. You are entitled to have access to this form to correct or amend it after you have given it to Council. This form will be stored electronically in Council's electronic document management system. Access to this information is restricted to Council officers and their managing agents. Members of the public will not be provided with access to the personal details contained on this form.

COPYRIGHT DISCLAIMER

The Government Information (Public Access) Act 2009 (GIPA Act) provides that anyone may inspect, free of charge, certain documents held by a council, including (among others) development applications and associated documents. GIPA provides that a right to inspect a document under the Act includes a right to take away a copy of the document, whether free of charge or subject to reasonable copying charges.

It follows that anyone has a statutory right to inspect development application and associated documents, subject to GIPA, and to take away copies. A council complying with its obligation under the GIPA Act does not breach copyright law. However, a person who through this process obtains a copy of survey or other plans subject to copyright would be in breach of copyright law if those plans were later used in a way adverse to the interest of the holder of the copyright.

If you do copy, reproduce, republish, upload to a third party, transmit or distribute in any way plans, building specifications or other documents subject to copyright, contrary to the provisions of the Copyright Act 1968 (Cth) you will be taken to have indemnified Randwick City Council against any claim or action in respect to breach of copyright.

INTERNAL USE ONLY	CODE	AMOUNT	RECEIPT NO.
Agreement Application & Preparation Fee	(RC595)	\$	
Marker Installation Costs – per marker	(RC595)	\$	
Bond – Refundable	(RC596)	\$	
Approved Area dimensions			
Annual Usage fees			
Hours of Operation			
Location Number			
TRIM reference			