



Expression of Interest

May 2025

Guidelines- Commercial Hire Sites (CHS) Trading Permits

Submission Deadline: 4.00pm Thursday 29 May 2025

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1.0 INTRODUCTION

The City of Busselton is seeking Expressions of Interest (Eoi) from operators to take up trading opportunities at designated locations across the City of Busselton by means of a Commercial Hire Site trading permit.

There are currently eight (8) vacant sites available. These sites have been identified where non-exclusive use of the location can be sustainably managed with regard to competing uses.

Permits may be issued to respondents to this Eoi process based on submissions addressing the Assessment Criteria outlined in Appendix B, assessed by a selection panel consisting of suitably qualified City Officers.

Permits will be issued commencing 1 July 2025 for a two-year period, renewed annually, provided permit conditions are being met.

Commercial Hire Site trading permits are duly issued under the City of Busselton Local Government Property Local Law. Under the conditions of a CHS trading permit, CHS activities must be of a temporary and non-exclusive nature. Equipment cannot be left onsite when the CHS is not in use. Trailers and all equipment must be removed from City property at the end of each trading day.

Requests for longer term tenure with more permanent infrastructure can not be considered as part of this Eoi process.

2.0 BACKGROUND AND OBJECTIVES

The City acknowledges the social and economic benefits of residents and visitors having access to a range of leisure and active tourism pursuits and products.

In recognition of this, the City supports commercial trading opportunities, including Commercial Hire Sites (CHS) that facilitate the activation and enhance vibrancy in key tourism and community locations within the City of Busselton.

The City of Busselton has an overall framework to guide the strategic commercial use of City owned and/or managed land through Council Policy '*Commercial Use of City Land and Facilities*' which was adopted on 09 April 2025.

Commercial Hire Site refers to the defined place on public land within which a business may offer recreation, tourism or leisure services or associated goods for sale on site.

A key consideration in identifying appropriate locations for CHS is to ensure that any commercial activation adds value to the overall resident and visitor experience and considers potential impacts on surrounding existing businesses.

Examples of such activities that may be undertaken at a CHS include but are not limited to:

- Ticketing booths out of a marquee or trailer; and
- The hiring of recreational equipment, such as bicycles, beach umbrellas, kayaks, stand up paddle boards.

CHS Permits are issued pursuant to clause 3.3(2) of the '*City of Busselton Local Government Property Local Law 2010*', and in line with the City's '*Commercial Use of City Land and Facilities Policy*'. For more details on either, please visit:

<https://www.busselton.wa.gov.au/documents/1892/property-local-law-2010>

<https://www.busselton.wa.gov.au/documents/91/commercial-use-of-city-land-and-facilities>

Permits will be offered to successful applicants of this EoI with terms and conditions as negotiated by the City of Busselton. All decisions resulting from the process will be made at the discretion of the Chief Executive Officer of the City of Busselton.

This EoI process excludes:

- Any commercial activity that involves structures, infrastructure or vehicles that are not capable of being removed from City land at the end of each trading day;
- Mobile food business (or other food business). A separate EoI process is held for mobile food businesses. For information about permits for food businesses please visit:

<https://www.busselton.wa.gov.au/business/start-your-business/trading-in-public-places>

3.0 SITE DETAILS & LOCATIONS

As per [Council Policy : Commercial Use of City Land and Facilities](#) current permit holders of a designated trading site will be given first option to renew at the end of each two (2) year term, provided:

- a) compliance with the previous conditions of approval
- b) consideration of any complaints received
- c) impact of the activity, and
- d) determination that the designated site continues to be appropriate.

Any remaining vacant sites will be advertised every two years.

CHS 6 - Busselton Foreshore, Beach 1 (West St), is occupied by the current permit holder and is not available through this EoI process.

There are eight (8) CHS currently available as part of this EoI, indicated in Table 1 below:

The process will require proponents to submit proposals for the operation of a commercial offering at the designated locations by nominating the preferred trading site and the land area required to accommodate the activity. Proponents will have the option to select a second preference location.

Precise locations will be determined by geo-coordinates once the EoI process is complete and will form part of the permit.

A separate application will be required to be submitted for each business operation.

Sites have been determined by the City for their suitability, based on a number of factors, including but not limited to:

- Proximity to public facilities such as car parking and toilets;
- Limited risk of conflicting with existing and/or future activities and events;
- Areas that might benefit from activation.

For this reason, Meelup Beach will only be considered on a seasonal basis outside of peak period between the months of May-October.

3.1 Table 1. Commercial Hire Site locations 2025-2027

Note: Site numbers correlate with the Commercial Trading Locations Map – Appendix A

Commercial Hire Sites 2025-2027			
Site No.	Site Name	Site Location	Fee Zone
1	Wonnerup Beach East	Layman Road - Wonnerup East Beach	2
2	Busselton Volunteer Marine Rescue	Busselton Volunteer Marine Rescue Car Park and adjacent beach	1
3	Busselton Foreshore, Beach 4 (Site 3)	Busselton Foreshore Beach 4 - beach entrance at end of Brown Street, east of the Busselton Skate Park	1
4	Busselton Foreshore, Beach 4 (Site 4)	Busselton Foreshore Beach 4 - east of the Busselton Surf Lifesaving Club and service jetty	1
5	Busselton Foreshore Rotunda	Busselton Foreshore Rotunda (behind Kyst)	1
7	Busselton Foreshore, Beach 1 (Gale St)	Busselton Foreshore Beach 1 – beach opp Gale St	1
8	Abbey Beach Boat Ramp	Abbey Beach Boat Ramp car park and adjacent beach	2
9	Meelup Beach <i>*Seasonal Only - May to October</i>	Meelup Beach Car Park	1

Sites are classified as either “Zone 1” or “Zone 2” and attract the appropriate fee for each Zone.

Zone 1 sites are located at premium foreshore locations and where the City has invested heavily in public infrastructure such as turf, shelters and pathways.

The City acknowledges that each business has varying requirements and for this reason each exact location and size of the site will be negotiated between the proponents and the City before a permit is issued.

Following the EoI process, permits will be issued to an operator for a fixed location agreed upon with the City and the operator and permit holders cannot (without approval) move from the agreed location.

CHS Permits provide operators with access to an area of land only. Access to services such as power and water are not available at any CHS.

Should a proponent seek to provide water based activities, they should first determine capacity to meet additional requirements from [Department of Biodiversity, Conservation and Attractions \(DBCA\)](#) which administers commercial permits within the [Ngari Capes Marine Park](#): and the [Department of Transport, Marine Division](#) for advice on use and permissions of marine craft.

3.2 Signage

CHS Permits will include an allowance (without a separate application and fee to the City) for the installation of two portable A-frame advertising signs, in accordance with the City’s ‘*Portable Advertising Signs in Public Places Policy*’. For details on this policy visit: <https://www.busselton.wa.gov.au/documents/124/portable-advertising-signs-in-public-places>

4.0 TRADING PERIOD AND TERM

The term of a permit for a CHS Permit at any location may be for a period up to two (2) years. Current permit holders will be given first option to renew at the end of each two (2) year term, provided:

- a) compliance with the previous conditions of approval
- b) consideration of any complaints received
- c) impact of the activity, and
- d) determination that the designated site continues to be appropriate.

Remaining vacant sites will be advertised every two years.

The City reserves the right for the permit period to be less than two years if appropriate, at the discretion of the CEO. The CEO may also terminate the permit as a consequence of non-compliance with the permit conditions.

Core Trading Period

The City recognises that many outdoor leisure and active tourism activities operate on a seasonal basis. As part of the CHS Permit conditions, operators are expected to operate during the core trading period, being mid-December through to the end of summer school holidays and Easter holidays.

It is also expected that operators will operate as much as possible during the shoulder season either side of these dates, being early-October to mid-December and mid-February to late April. In addition to this, operators are also encouraged to operate during school holidays, public holiday weekends and during regional and special events, as approved by the City.

Seasonal Trading Period

Where a location is designated “*Seasonal Only*”, (e.g. Meelup Beach) a permit will only be valid for trading between the months of May to October.

5.0 APPLICABLE FEES

CHS permit fees are set annually as part of the Council’s *Annual Schedule of Fees and Charges*. The City will invoice Permit Holders annually following the adoption of the City’s fees and charges each year. A permit will be issued once the invoice has been paid in full and trading cannot commence until a permit has been received.

The CHS Permit fees for 2025/26 are:

5.1 Commercial Hire Site Permit Fees

Application fee \$179 (incl. GST)

Permit Fee, Zone 1: \$3,684 (incl. GST)

Permit Fee, Zone 2: \$2,398 (incl. GST)

6.0 INSURANCE AND OTHER REQUIREMENTS

6.1 Insurance

Should you be offered a CHS trading permit, you will be required to provide the following:

1. Public Liability Insurance of \$10 million in respect of any one claim
2. Damage to local government property of \$1 million in respect of any one claim (if not covered by Public Liability Insurance)
3. Workers Compensation insurance as required by law.

6.2 Other Requirements

Other requirements include but are not limited to:

1. Two references (business and personal)
2. Safety Management Plan
3. Working with Children Check
4. National Police Clearance
5. Profession accreditation or qualification
6. Any other relevant permits or licenses (e.g. DBCA, Department of Transport)

7.0 EXPRESSION OF INTEREST PROCESS AND METHODOLOGY

The City of Busselton invites interest from businesses wishing to operate at the designated commercial trading locations as indicated in Table 1. Permits may be issued to respondents to this EoI process based on submissions addressing the Assessment Criteria outlined in Appendix B, assessed by a selection panel consisting of suitably qualified City Officers.

The City does not intend to hold a formal briefing or require a formal site inspection.

In exercising its discretion in selecting preferred proponents, the City will, among other things, give consideration to:

- Proponents who best demonstrate the ability to provide a leisure and/or active tourism offering additional and / or complimentary to existing offerings in the area;
- Proponents who demonstrate sound business operations in the assessment criteria;
- Proposals that will best activate/create vibrancy in an area; and
- Proposals from which the City will potentially gain the most economic and/or community benefit.

The City may at any stage of the process and in its sole discretion:

- decide not to proceed with this process and/or the Project;
- change or vary the scope of Project or any part thereof;
- change or vary the procedural arrangements under this Expression of Interest; or
- extend the Closing Date

The City may also, in its sole discretion, decide to:

- Reject proposals considered to be incomplete or not providing sufficient information;
- Decline to select a proponent;
- Terminate negotiations with a preferred proponent; or
- Commence negotiations with any other person or entity who submitted a proposal under this EoI process.

All proponents will receive a written response advising of the outcome of their EoI proposal.

7.1 Anticipated Timeframe

The timeframe for the above process is as follows:

Expression of Interest advertising	9 May 2025
Closing date for Expressions of Interest	29 May 2025
Assessment of proposals, negotiation and approvals	29 May-30 June 2025
Issue permits to preferred proponents (<i>subject to permit requirements being satisfied</i>)	1 July 2025

8.0 SUBMISSION REQUIREMENTS

8.1 Preparing Your Submission

Carefully read all documentation relating to this EOI and ensure you understand the requirements for submitting a proposal.

The submission should provide sufficient information to enable a panel of City of Busselton Officers to assess against the Assessment Criteria detailed at Appendix B and in accordance with these guidelines.

Responses will be evaluated on the basis of the following assessment criteria:

1. Compliance Criteria (non-scored criteria – assessed on a Yes/No basis); and
2. Qualitative Criteria (scored criteria).

To assist the City with the evaluation and assessment process, proponents may be requested to clarify details provided in the submission or to provide additional information.

EOI submissions require applicants to complete the online **Expression of Interest- Commercial Hire Site Permits** provided at the City of Busselton Your Say webpage: yoursay.busselton.wa.gov.au/commercial-hire-site-permits-fixed-locations

The application will require respondents to submit proposals for a nominated designated trading site as contained at Table 3.1 and *Appendix A- Map Commercial Hire Site Locations*.

Requirements of the Respondent as part of the application process includes but not limited to, the following:

1. Agreement to operate throughout the core trading period (summer) – 15 December to 15 February of each year. It will be mandatory for permit holders to operate within this period and permits may be cancelled should this not occur.
2. Sufficient information to enable a panel to assess the proposal against the *Assessment Criteria* at Section 8.
3. Ability to have in place adequate insurance prior to commencement of trading.
4. Demonstrated ability to pay relevant fees prior to commencement of a permit being issued.
5. Agreement to the General Conditions for Expression of Interest as contained at Section 12 of this document.

Respondents will also be required to ensure they are aware of and comply with the following matters in the application as these will form conditions in permits issued to successful respondents:

1. Permits will be issued to an operator for a fixed location agreed upon with the City and the operator and permit holders cannot (without approval) move from that agreed location.
2. Permit operators, under the permit conditions, are granted the use of the location which is non-exclusive.
3. Under the conditions of the permit, permanent or fixed structures cannot be erected or left onsite when the CHS is not being used.
4. All equipment including vehicles and trailers must be dismantled and removed from City land at the end of each trading day.

5. Permit holders may be asked to vacate the location for other City approved events or works with prior notice being provided.

8.2 Lodging Your Submission

Expression of Interest submissions must be lodged by the closing date.

Closing Date: 4.00pm Thursday 29 May 2025 (AWST)

Proposals are to be submitted via the online form available at yoursay.busselton.wa.gov.au/commercial-hire-site-permits-fixed-locations

8.3 Non-Conforming Submissions

Non-conforming/alternate and late proposals may be rejected/considered at the absolute discretion of the CEO of the City of Busselton.

9.0 ENQUIRIES

All enquiries or requests for further information regarding this opportunity should be directed to:

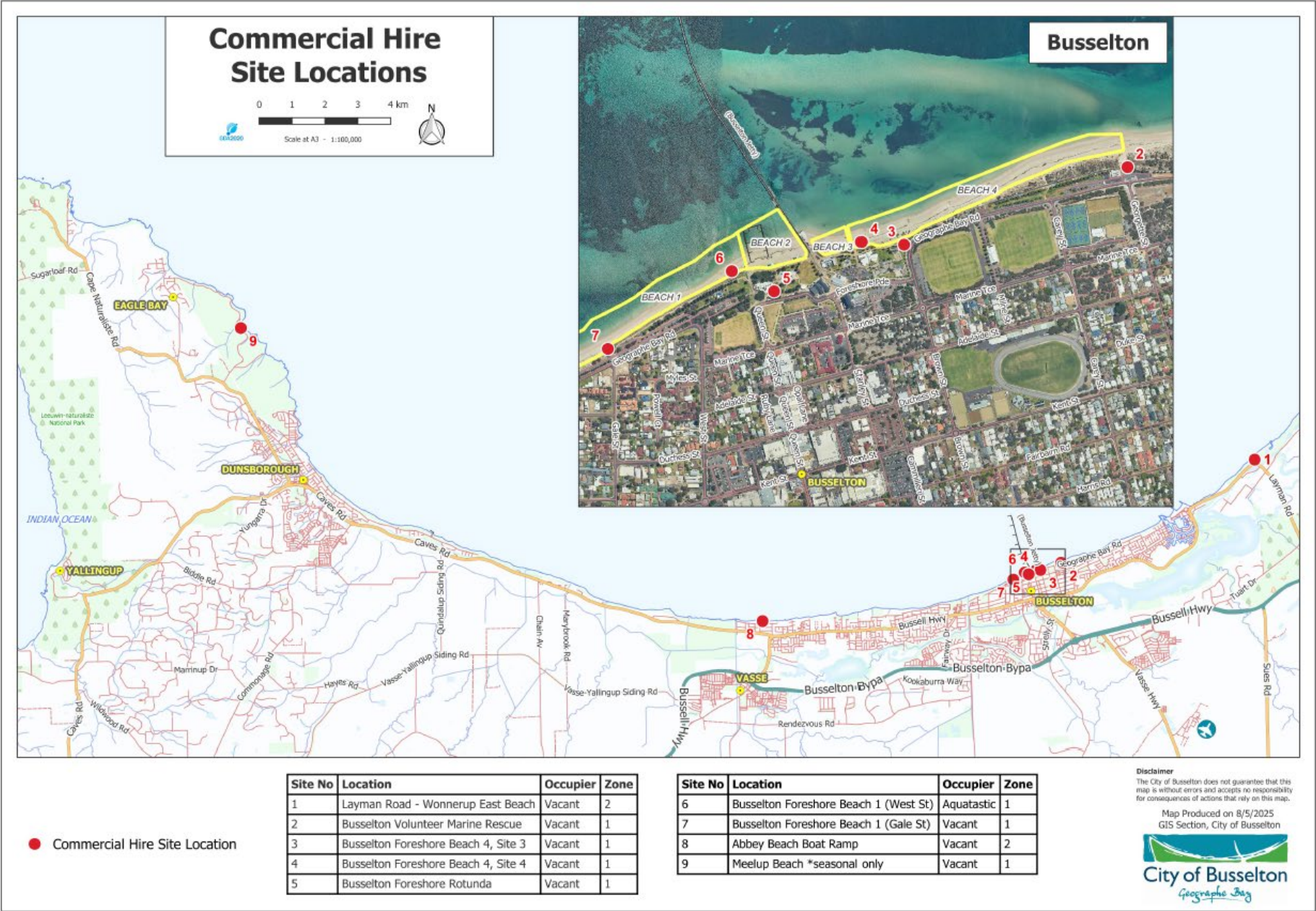
Economic and Business Development Team

City of Busselton

Phone: (08) 9781 0444

Email: economicdevelopment@busselton.wa.gov.au

APPENDIX A: Commercial Hire Site Locations Map



APPENDIX B: EoI Assessment Criteria

The Assessment Criteria will be used by the assessment panel, to assist in determining the suitability of each proposal.

Responses will be evaluated on the basis of the following selection criteria:

- **Compliance Criteria (non-scored criteria – assessed on a Yes/No basis); and**
- **Qualitative Criteria (scored criteria).**

Proponents should address all criteria as part of their EoI proposal.

COMPLIANCE CRITERIA

Compliance criteria are detailed below and will not be point scored.

Each Response will be assessed as supplied - 'Yes' or 'No'. Please ensure you answer each question.

COMPLIANCE CRITERIA	
1. Location, Trading Times and Term of Permit	Supplied (Y/N)
a. Which commercial hire site are you applying for	
b. Date you propose to commence trading	
c. What is your preferred Term of Permit (maximum of two years)	
d. Preferred days, times and months of operation	
2. Details of Commercial Activity	
a. Description of the product or service proposed and business operation is provided.	
3. Insurance Requirements	
a. Public Liability Insurance coverage to a minimum value \$10 million	
b. Current Workers Compensation Insurance.	
4. Licensing and Accreditation Requirements	
a. Working with Children Check	
b. National Police Clearance	
c. Professional accreditation or qualification	
d. Any other relevant permits or licenses (e.g. DBCA)	
5. Safety Management Plan	
a. Submissions are to include a safety management plan relevant to carrying out the proposed service/ activity.	
6. References	
a. Submissions are to include two (2) references (business and personal)	

QUALITATIVE CRITERIA

Please supply as much detail as possible in order for the assessment panel to assess the application. You will have the option in the online form to upload any supporting documentation demonstrating capacity to operate the proposed business including safety management plans and references.

QUALITATIVE CRITERIA
1. Product Offering (Weighting 25%)
a. Provide an outline of how the proposed business activity/service will add to and enhance the leisure and tourism appeal of the location.
b. Explain how the business offering differs from any existing nearby businesses and activities.
c. What is your target audience?
2. Amenity and Impacts (35%)
a. How does the business offering relate to and enhance the surrounds in a positive manner?
b. What measures do you have in place to ensure your business does not detract from the amenity of the location? Such as, but not limited to; noise, odour, visual, anti-social behaviour, environmental degradation
c. Detail how you will manage: <ul style="list-style-type: none"> (i) vehicle and pedestrian safety and congestion (ii) potential impacts to surrounding infrastructure including grassed area, path networks
3. Business Operation (35%)
a. Provide details about the product or service proposed, including: <ul style="list-style-type: none"> (i) the maximum number of people participating in the activity at any one time (ii) the type of equipment and numbers of that will be used, (iii) infrastructure and equipment to be used on site, including dimensions of any gazebo, trailer booth etc (iv) the approximate size of any item for hire and compliance with relevant regulations or legislation.
b. Detail the step-by-step method you propose to access the CHS to set up and pack up each day.
c. Detail how the business will be able to operate in a self-contained manner, within a contained footprint and not intrude or impact in the surrounding location
d. How will you manage the proposed business / activity in consideration of other users of the public space?
e. Is the business impacted by weather or environmental conditions? If so, what mitigations have been considered?
4. Relevant Experience (5%)
a. Please detail any previous experience in operating a successful and compliant business.
b. Has the proponent previously or currently operated a business in the City of Busselton?

APPENDIX C: General Conditions for Expressions of Interest

Acceptance and Rejection of EOI

The City of Busselton (the City) may in its sole discretion accept any EOI, either wholly or in part, or decide not to accept any EOI (or part of an EOI) at all. Following the evaluation and assessment of the EOI's the City may, in its sole discretion, choose not to issue a permit relating to the EOI.

Disclosure of EOI Evidence

The Respondents acknowledge and accept that the City may be required by law (under the Freedom of Information Act 1992, in terms of a court order or otherwise) to disclose documents and/or other information which form part of, or are in relation to, the EOI and or this EOI process.

The Respondent shall treat the information in this EOI and any/all information provided by the City or its nominated agents, in relation thereto as confidential and communicate it only to the people directly involved in the preparation of its EOI.

Information relating to the examination, clarification, evaluation and comparison of the proposal submitted in response to this EOI is confidential to the City and will not be disclosed to Respondents or any other persons not officially concerned with such process.

EOI Validity Period

All EOI's will remain valid and open for acceptance for a minimum period of ninety (90) days from the deadline unless extended on mutual agreement between the City and the Respondent in writing.

No Permit

This EOI may result in the issue of a Permit but is in itself not an offer open for acceptance by Respondents by submitting an EOI.

Conditions Binding

EOI's will be deemed to have been made on the basis of and to incorporate (and Respondents shall be bound to) all the terms and conditions of this EOI.

Respondents to Inform Themselves

Respondents will be deemed to have:

- examined the EOI and any other information available in writing to Respondents for the purpose of submitting an EOI;
- examined and to be aware of all the risks; contingencies, and other circumstances having an effect on their EOI, which is obtainable by the making of reasonable enquires; and
- satisfied themselves they have a full set of the EOI documents and all relevant attachments.

The City has used all reasonable efforts in compiling this EOI. It will not be liable to Respondents for any inaccuracy or omission in this EOI or any additional information which may be provided or withheld.

Alterations

The Respondent must not alter or add to the EOI or any part thereof, unless specifically required by this EOI. The above timeframes are subject to all information being provided by the respondent at the time of application assessment.

The City may at any stage of the process and in its sole discretion:

- decide not to proceed with this process and/or the Project;
- change or vary the scope of Project or any part thereof;
- change or vary the procedural arrangements under this Expression of Interest; or
- extend the Closing Date.

Ownership of Documentation

All documents, materials, articles and information submitted by the Respondent as part of or in support of an EOI will become upon submission of the EOI the absolute property of City and will not be returned to the Respondent PROVIDED that the Respondent is entitled to retain any copyright and other intellectual property rights therein, unless otherwise provided by the EOI.

Canvassing of Councillors

If a Respondent, whether personally or by an agent, canvasses any of the City's Councillors with a view to influencing the acceptance of any EOI regardless of such canvassing having any influence on the acceptance of any EOI, the City may at its absolute discretion omit such Respondent's EOI from consideration.

Changes To/Withdrawal of EOI

The City reserves the right to:

- notify the Respondents in writing before the Deadline of any changes to this EOI which may in the discretion of the City be necessitated by any matter of significance;
- extend the deadline for submissions; or
- cancel, amend, re-issue or withdraw all or part of this EOI and/or process under it at any stage prior to entering into a Permit, without incurring any liability.

No Right to Claim

Except as expressly and specifically permitted in this EOI, no Respondent shall have any claim for compensation of any kind whatsoever, as a result of participating in or responding to this EOI. By submitting an EOI, each Respondent shall be deemed to have agreed that it has no right to claims.

APPENDIX D: Terms & Conditions for Use/Hire of Local Government Property

(Clause 3.3(1)(a) of the City of Busselton Local Government Property Local Law)

1. The City of Busselton (City) hereby grants the Permit Holder the use of the Premises for the duration of this Permit for the Permitted Use subject to the terms and conditions of this Permit.
2. The Permit Holder will at its risk and cost undertake the Permitted Use safely and in a proper and workmanlike manner.
3. The Permit Holder is not permitted to operate outside the Premises or outside the days and times specified in this Permit.
4. The Permit Holder may not use the Premises for anything else than the Permitted Use and in particular must not sell, hire, trade, display, advertise or otherwise dispose of anything from or at the Premises other than the goods or services as described in this Permit.
5. The Permit Holder must comply with each law relating to the Premises or the use of the Premises and must obtain all consents, licenses and authorisations required by the Permit Holder for the Permitted Use.
6. The Permit Holder accepts the Premises subject to any existing prohibition or restriction on the use of the Premises. The City gives no warranty that the Premises is fit or suitable for the Permitted Use or that the City or any other authority or agency will issue any consents, approvals, authorisations, permits or licences required by the Permit Holder under any law, regulation, by-law or local law for its use of the Premises.
7. The rights conferred on the Permit Holder in terms of this Permit are in contract only and does not create or confer on the Permit Holder any estate or interest whatsoever in or to the Premises or any right to exclusive use or possession.
8. The Permit Holder must pay to the City prior to the commencement date of this Permit, the Application Fee, Fee for Use of the Premises and all other fees and charges payable in relation to this Permit as determined by the City from time to time.
9. The Permit Holder must pay on demand to the City all charges for services to the Premises which is payable by the Permit Holder.
10. The Permit Holder must keep and display this Permit on the Premises at all times of operation.
11. The Permit Holder must not cause a nuisance or become a disturbance or annoyance to the public at large or other business operators.
12. The Permit Holder must not unreasonably restrict or interfere with the use of the Premises or the land in the vicinity of the Premises by the public at large.
13. The Permit Holder may not do or suffer anything to be done whereby any policy of insurance in respect of the Premises may become void or voidable or whereby the rate or premium on any policy of insurance in respect of the Premises may be increased.
14. The Permit Holder must, if it is a requirement under this Permit, at their cost effect and keep in force for the duration of this Permit:
 - (a) a public liability insurance, acceptable to the City, in respect of the Premises and the Permit Holder's use of the Premises for an amount not less than the amount specified in the Permit; and
 - (b) workers' compensation and employer's indemnity insurance, acceptable to the City, in respect of the Permit Holder's employees [if any],

and produce to the City on request, or in any event prior to the commencement date of this Permit, a certificate of currency of such insurances.
15. All risk in relation to the use of the Premises and conducting of the Permitted Use remains with the Permit Holder.
16. The Permit Holder indemnifies and covenants and agrees to keep the indemnified:
 - (a) the City, its officials and employees; and
 - (b) if the Premises is on Crown Land, the Minister for Lands [a body corporate under section 7 of the *Land Administration Act 1997*],

[Indemnified Persons]

from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Indemnified Persons may suffer or incur in connection with loss of life, personal injury or damage to property arising from the conducting of the Permitted Use or out of any occurrence in, upon or at the Premises or the use by the Permit Holder of the Premises or to the property of any person using or entering or near the Premises or occasioned (wherever it may occur) wholly or in part by any act, neglect, default or omission of the Permit Holder, its employees, agents, contractors, volunteers, customers, members or any other person or persons using or upon the Premises with the Permit Holder's consent or approval whether expressed or implied.
17. This Permit may not be assigned or transferred without the prior written consent of the City, which consent the City may in its sole discretion grant or refuse.
18. The City through its employees, contractors or agents shall at all times have access to and enter the Premises for purposes of:

- (a) Inspecting the Premises to ascertain whether the obligations of the Permit Holder under this Permit are being performed and observed;
 - (b) Undertaking works or maintaining the Premises or the City's property; and
 - (c) Carrying out the observance or performance of any covenant, condition or obligation of this Permit which the Permit Holder failed to observe.
19. Other than for the delivery of goods and equipment, the Permit Holder is not to restrict public parking by parking vehicles or keeping equipment at or in the immediate area of the Premises.
 20. Unless the City's prior written approval has been obtained, the Permit Holder must not drive or permit to be driven any vehicle to or from the Premise by any means other than the vehicular access ways provided by the City.
 21. The Permit Holder must not without the prior written consent of the City and from any other person from whom consent or approval is required:
 - (a) erect, set up or place any structure on the Premises;
 - (b) make or allow to be made any alteration, addition or improvements to the Premises; or
 - (c) tamper, interfere, alter or modify any electrical, water, sewerage, gas, telecoms or other service connection to or on the Premises.
 22. Unless the City's prior written approval has been obtained, the Permit Holder must not affix, exhibit or permit to be affixed or exhibited upon any part of the Premises or adjacent land any placard, sign, poster, hoarding or advertisement.
 23. The Permit Holder must for so long as the Permit Holder uses the Premises or remains in possession or occupation, at its cost and risk promptly maintain, repair, clean and keep the Premises at all times in good repair and neat and tidy to a standard acceptable to the City.
 24. The Permit Holder must promptly report to the City any damage to or accident at the Premises.
 25. It is the Permit Holder's responsibility to ensure that the Premises are kept safe, secure and protected against theft and all doors, windows and other openings are locked or securely shut whenever the Premises is unoccupied.
 26. The Permit Holder must not cause or permit any contamination, pollution or environmental harm to occur on or under the Premises.
 27. If any contamination, pollution or environmental harm is caused by the Permit Holder, its employees, agents, contractors, volunteers, customers, members or any other person using or upon the Premises with the Permit Holder's consent or approval, whether expressed or implied, the Permit Holder must promptly:
 - (a) give notice of it as soon as practicable to the City and the Permit Holder; and
 - (b) at the Permit Holder's cost and risk do all things necessary to minimise and remediate any resultant damage and harm to the reasonable satisfaction of the City and any governmental agency.
 28. The Permit Holder must immediately upon the expiry or cancellation of this Permit (whichever occurs earlier):
 - (a) peacefully vacate the Premises and surrender and return to the City the Premises;
 - (b) remove from the Premises all things brought on to the Premises by the Permit Holder; and
 - (c) leave the Premises in good order and condition and to make good any damage done to the Premises.
 29. The Permit Holder must pay to the City on demand all legal costs, charges and expenses for which the City may become liable in consequence of or in connection with any default by the Permit Holder in observing or performing any of the Permit Holder's covenants or obligations, expressed or implied, in this Permit.
 30. The City may apply any security provided by the Permit Holder pursuant to this Permit towards the cost of complying with the Permit Holder's obligations or paying for any arrears, loss, damage and/or cost incurred by or on behalf of the City in rectifying any default by the Permit Holder in observing or performing any of the Permit Holder's covenants or obligations, expressed or implied, under this Permit.
 31. The City may, without prejudice to any of its rights, immediately cancel this Permit if:
 - (a) The Permit Holder commits a substantial breach of this Permit or the terms and conditions thereunder; or
 - (b) If the Premises is damaged or destroyed to such an extent that it is unfit for conducting the Permitted Use.
 32. If this Permit is cancelled by the City due to a substantial breach by the Permit Holder, the Permit Holder will not be entitled to a refund of any fees or charges.
 33. Unless the contrary intention appears:
 - (a) words and expressions in this Terms and Conditions have the same meaning as corresponding words and expression used in this Permit the associated Application for Permit;
 - (b) words denoting the singular include the plural and vice versa;
 - (c) words denoting a gender include each gender; and
 - (d) Reference to a person includes a natural person, partnership, joint venture, association, or corporation and a government or any governmental, local authorities and agencies.
 34. Failure to exercise or delay in exercising a right, power or privilege under this Permit by the City does not operate as a waiver of that right, power or privilege.
 35. The Permit Holder:

- (a) must not represent itself; and
 - (b) must ensure its employees, agents, contractors, volunteers, customers and members, do not represent themselves, as being the City or sub-contractors, employees or agents of the City.
36. Nothing in this Permit may be construed to make the City or the Permit Holder a partner, agent, employee or joint-ventures of the other.
37. The Permit Holder agrees that nothing in this Permit constitutes an endorsement by the City of the Permitted Use or any goods or services provided by the Permit Holder.
38. Unless the City gives its prior written consent or the Permit Hilder is required by law to do so, the Permit Holder must not:
- (a) use the City's logo; or
 - (b) make any public statements concerning the terms of this Permit or any negotiations in relation thereto.
39. The Permit Holder accepts the Special Conditions (if any) under which this Permit has been approved.
40. If any part of these Terms and Conditions is or becomes void or unenforceable, that part is or will be severed from this Permit to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.
41. In the event of a conflict or inconsistency between the documents that constitute this Permit, the precedence of the documents that form this Permit shall be as follows [in descending order]:
- (a) City letter of grant of Permit (if any).
 - (b) The main body of this Permit - i.e:
 - (i) Months, Days and Operating Time;
 - (ii) Premises;
 - (iii) Permitted Use;
 - (iv) Signage; and
 - (v) Special Conditions and other information.
 - (c) The terms and conditions in this Schedule.
 - (d) The Application for Permit in relation to this Permit.

Further Enquiries:

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Where environment, lifestyle and opportunity thrive

