



# Expression of Interest

May 2025

## Guidelines- Mobile Food Vendor Trading Permits Fixed Locations

Submission Deadline: 4.00pm Thursday 12 June 2025

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## 1. INTRODUCTION

The City of Busselton has an overall framework to guide the strategic commercial use of City owned and/or managed land, and a policy entitled 'Commercial Use of City Land and Facilities' was adopted on 09 April 2025. This policy can be found on the City of Busselton website at the following link:

[wa.gov.au/documents/91/commercial-use-of-city-land-and-facilities](https://www.wa.gov.au/documents/91/commercial-use-of-city-land-and-facilities)

## 2. APPLICATION PROCESS

This Invitation for Expressions of Interest (Eoi) for mobile food vendors seeks to meet the objectives outlined in the adopted policy '*Commercial Use of City Land and Facilities*'.

Mobile food vendors registered under the Food Act 2008 are invited to complete the online Application for Trading Permit Mobile Food Vendor – Fixed Location and provide a supporting written submission addressing each of the Assessment Criteria as shown in **Appendix B**.

Locations and maps of each area available for expressions of interest are described in **Appendix A**.

At the close of the advertising period, all applications for each location will be assessed by a selection panel consisting of suitably qualified City Officers.

Applications will be assessed against the weighted criteria as presented and scored independently each panel member to provide a score for each application.

The panel will then meet to discuss the applications and provide a recommendation to the Chief Executive Officer (CEO) to issue a permit/s to the selected mobile food vendor to operate from the specified locations.

It should be noted that an invitation to express interest is a competitive process and that not all mobile food vendors applying to trade within the approved sites are likely to be successful. It should also be noted that only one entity will be selected to operate at each designated location at each of the approved sites.

## 3. DEFINITIONS

- 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)
- Extended Trading Period (Shoulder) – (15 October to 15 December) and (15 February to 30 April), gazetted school holidays, public holidays, public holiday weekends, regional events and special events where approved by the City of Busselton.
- Mobile Food Vendor – a business operated from a vehicle, van, trailer, push/pull cart (or similar) that complies with the Food Act 2008 and ANZFA Food Safety Standards.
- Permit – a permit issued under the Activities in Thoroughfares and Public Places and Trading Local Law 2015 or under the Property Local Law 2010
- Public Place – as defined in the Activities in Thoroughfares and Public Places and Trading Local Law 2015 including:
  - any thoroughfare or place which the public are allowed to use, whether or not the thoroughfare or place is on private property; and
  - local government property; but does not include premises on private property from which trading is lawfully conducted under a written law.

The Local Law can be downloaded at: [Activities in Thoroughfares and Public Places and Trading Local Law 2015](#)

- Expression of Interest – a formal competitive recruitment process including advertising, evaluation, and selection of operators with the aim of issuing permits to trade on City owned and/or managed land.
- Temporary Business – a business which has non-permanent facilities and is operated from a site designated or approved by the City.
- Respondent – A person or business responding to the Expression of Interest

#### 4. SITES APPROVED FOR THE OPERATION OF MOBILE FOOD TRADERS

Trading sites have been selected by the City due to their strategic location either: attracting a particular specialised service to an area, or in support of established demand for the service existing at the location.

Trading sites have been approved at the locations shown in **Appendix A**.

There are currently four (4) vacant fixed trading locations available.

1. Freycinet Drive car park, Geographe (Zone 2)
2. Busselton Volunteer Marine Rescue car park, Busselton Foreshore (Zone 2)
3. King St car park, Busselton (Zone 1A)
4. Abbey Beach Boat Ramp, Abbey (Zone 2)
5. Dunsborough Skate Park car park (Zone 2A)

#### 5. PERMIT FEES AND CHARGES

Fees are charged annually and applicable to each location. Fees (2025/2026) described below:

**Application Fee:** \$ 178

**Permit Fee:**

Zone 1 - Prime Coastal Site (Meelup Beach Only): \$6,022pa

Zone 1A - Prime Coastal Site (Boat Ramp Car Parks): \$4,423pa

Zone 2 - Secondary Site (other coastal and foreshore nodes): \$3,304pa

Zone 2A - Other Inland Sites: \$2,771pa

Permit fees are set annually by Council as a component of the annual budget and in accordance with the Activities in Thoroughfares and Public Places and Trading Local Law 2015. Fees generally reflect the administrative and service costs (car park infrastructure, surrounding parks maintenance, waste/rubbish collection frequency) associated with trading in public places.

Permit fees must be paid in full prior to a permit being issued for commencement of Trading.

#### 6. INSURANCE AND OTHER REQUIREMENTS

Permit holders will be required to provide evidence of:

1. Public Liability insurance policy for a minimum of \$20 million in respect of any one claim and keep that insurance policy current for the duration of the permit.
2. Current Workers Compensation Insurance

## 7. TRADING PERIOD AND TERM

The term of a permit for a Mobile Food Vendor 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 to nominate permits for terms less than two years at the discretion of the CEO. The CEO may also (by giving written notice), reduce the term or cancel the permit as a consequence of non-compliance with conditions and terms on the Permit issued.

Conditions will require the permit holder to operate from the site within the 'Core Trading Period' and substantially within the 'Extended Trading Period' (see definitions above). The CEO may cancel a permit should the operator not trade within the core trading period and for the majority of the extended trading period. Submissions may also include proposals to trade outside these periods.

## 8. 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 food offering additional and / or complimentary to existing offerings in the area;
- Proponents who demonstrate sound business operations in the assessment criteria;

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.

## 9. SUBMISSION REQUIREMENTS

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.

Expression of interest submissions require applicants to complete the Mobile Food Vendor Application Form provided at [yoursay.busselton.wa.gov.au/mobile-food-vendor-permits-fixed-locations](https://yoursay.busselton.wa.gov.au/mobile-food-vendor-permits-fixed-locations)

The application will require respondents to submit proposals for the operation of mobile food vendors (e.g. vehicles/trailers/vans) at a nominated designated trading site as contained at **Appendix A**.

A separate application will be required to be submitted for each trading site nominated. Respondents nominating more than one site must demonstrate they have sufficient capability to service multiple sites/locations with existing or proposed mobile vending assets.

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

1. Agreement to the General Conditions for Expression of Interest as contained at Section 12 of this document.
2. Provide proof of registration as a Mobile Food vendor under the *Food Act 2008*. Further information on Food Business Approval is available at: <https://www.busselton.wa.gov.au/business/start-your-business/food-business.aspx>
3. 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.
4. Sufficient information to enable a panel to assess the proposal against the Assessment Criteria at Appendix B.

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. No physical equipment is to be stored on the site when operators are not operating onsite.
2. Generators must comply with noise regulations and will form part of the approval process.
3. Alfresco seating is disallowed and will not be entertained when assessing a submission.
4. Waste from food preparation must be removed from the site each day and operators must not rely on City provided public bins (other than for incidental customer use).
5. A bin is to be provided for customers' litter and removed from the site at the end of each day. Any litter observable from the site and resulting from the operation is to be collected and disposed of by the operator to keep the site in pristine condition.
6. No directional or in-situ signage is to be erected without the prior written approval of the City of Busselton. An information sign (e.g. A Frame) and planter boxes may be permitted within the

immediate curtilage of the mobile vending asset, to support customer service and beautify the location, however must have written consent from the City.

7. Any damage (e.g. liquid spillage/staining, cracking of City assets such as grassed areas, pavement, footpaths etc.) will be the responsibility of the vendor to restore/repair and/or clean

## 10. ANTICIPATED TIMEFRAME

The timeframe for the above process is as follows:

Expression of Interest Open	23 May 2025
Closing of submissions	12 June 2025
Assessment of applications, approvals	12 June - 30 June 2025
Permit Offered and Processed	15 July 2025

## 11. LODGING YOUR SUBMISSION

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

**Closing Date: 4.00pm Thursday 12 June 2025 (AWST)**

Proposals are to be submitted via the online form available [yoursay.busselton.wa.gov.au/mobile-food-vendor-permits-fixed-locations](https://yoursay.busselton.wa.gov.au/mobile-food-vendor-permits-fixed-locations)

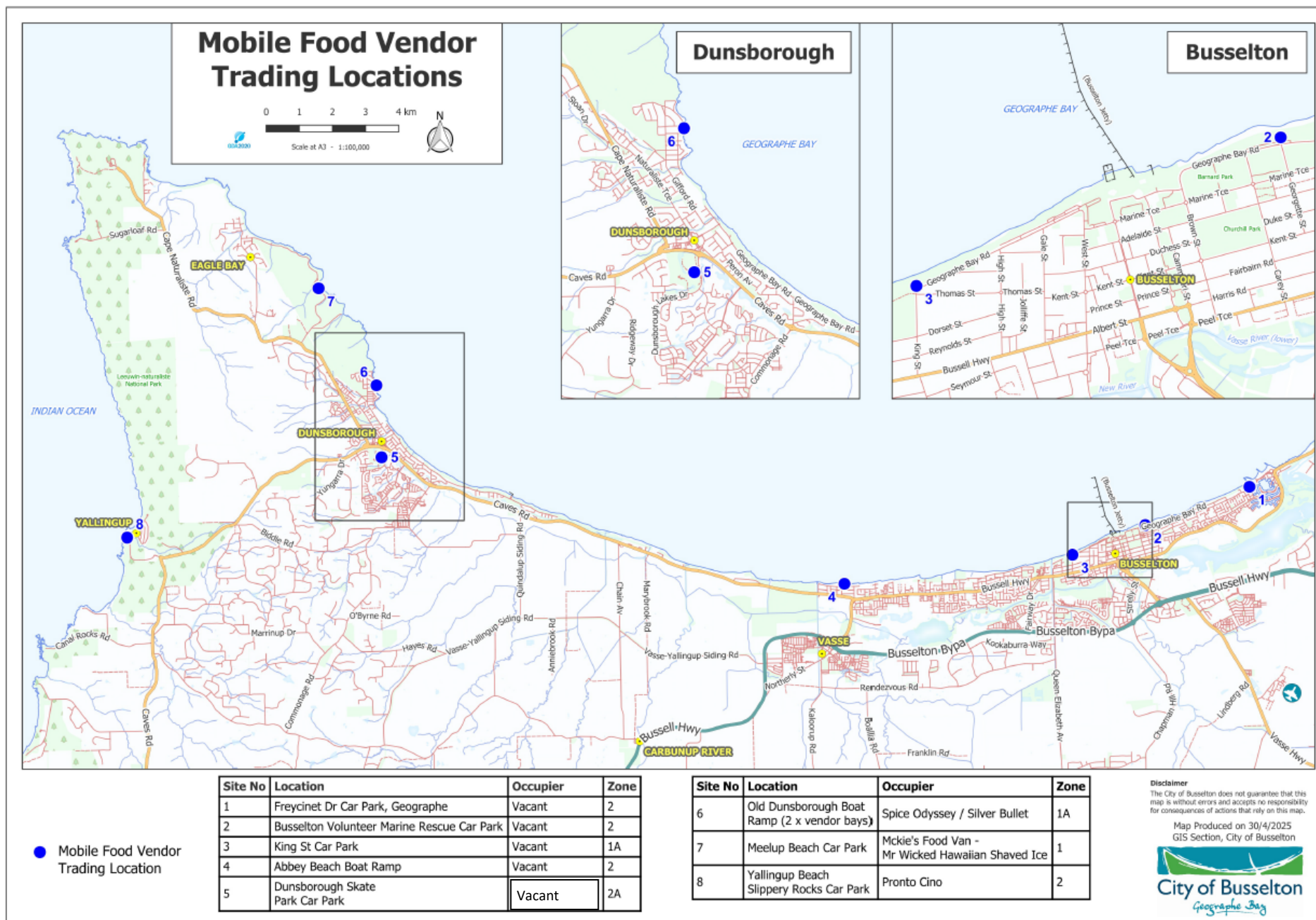
Non-conforming/alternate submissions for the sites described in Appendix A will not be accepted.

## 12. 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](mailto:economicdevelopment@busselton.wa.gov.au)

## APPENDIX A: Mobile Food Vendor Approved Trading Sites 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. Mobile Food Vendor trading site applying for	
b. Date proposed to commence trading	
c. Preferred Term of Permit (maximum of two years)	
d. Preferred days, times and months of operation	
2. Details of Food Business Offering	
a. Description of the product or service proposed and business operation is provided.	
3. Food Act Registration and Vehicle Information	
a. Does the business currently hold a valid Food Business Registration?	
b. Food Trading Vehicle - Make, Model and year	
c. Vehicle registration	
d. Current photograph of food trading vehicle	
e. Number of staff onsite for each shift	
4. Insurance Requirements	
a. Public Liability Insurance coverage to a minimum value \$20 million	
b. Current Workers Compensation Insurance.	
5. 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
<b>1. Product Offering (Weighting 25%)</b>
a. a) Provide an outline of how the proposed business and product offering will add to and enhance the appeal of the location.
b. How does the product offering provide a point of difference to what is normally available at the site or within close proximity to the site, including other traders?
c. Please describe the range of food on offer, including any healthy food options?
<b>2. Amenity and Impacts (Weighting 25%)</b>
a. Detail how the business will be able to operate in a self-contained manner, within an allocated footprint and how you will manage the business in consideration of other users of the public space.
b. Describe how the business is fully self-contained with respect to required utilities (e.g. water, power, gas)
c. Describe how the mobile trading business will ensure sufficient provision for waste management and removal from the trading site at the end of each day and maintain the cleanliness of the trading area.
d. Detail how you will manage: <ul style="list-style-type: none"> <li>(i) vehicle and pedestrian safety and congestion</li> <li>(ii) potential impacts to surrounding infrastructure including grassed area, path networks</li> </ul>
e. Are there any environmental or amenity considerations in locating the business at the proposed site? For example but not limited to noise, odour, visual, anti-social behaviour etc.
f. Is the business impacted by weather or environmental conditions? If so, what mitigations have been considered?
<b>3. Business Operation (Weighting 30%)</b>
a. Where is the food business currently registered?
b. Is the mobile food van permanently located within the City of Busselton?
c. What is the business's intended trading period? (e.g. month proposed to start and finish, days of week and times of day)
<b>4. Relevant Experience (Weighting 20%)</b>
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 Holder 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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