



# Expression of Interest

July 2022

## Commercial Hire Sites (CHS) & Foreshore Kiosks – Commercial Trading Opportunity

Submission Deadline: 4.30pm Wednesday 10 August

## Contents

Contents.....	2
1.0 Introduction .....	3
2.0 Background and Objectives .....	3
3.0 Site Details & Locations .....	4
3.1 Table 1. Commercial Hire Sites & Foreshore Kiosks (available 2022-2024) .....	5
4.0 Kiosk Details .....	6
4.1 Kiosk Size & Dimensions .....	6
4.2 Kiosk Designs.....	7
4.3 Kiosk Permit Holder Requirements.....	7
5.0 Trading Period and Term .....	7
6.0 Applicable Fees .....	7
6.1 Commercial Hire Site Permit Fees .....	7
6.2 Foreshore Kiosk Permit Fees .....	8
7.0 Expression of Interest Process and Methodology .....	8
7.1 Timeframe.....	8
8.0 Submission Requirements .....	9
8.1 Preparing Your Submission .....	9
8.1 Lodging Your Submission .....	9
8.2 Non-Conforming Submissions .....	10
9.0 Enquiries .....	10
APPENDIX A: Commercial Trading Locations Map .....	11
APPENDIX B: EoI Proposal Cover Form .....	12
APPENDIX C: EoI Proposal Form - Assessment Criteria .....	13
APPENDIX D: General Conditions for EoI Proposals .....	17
APPENDIX E: Terms & Conditions for use/Hire of Local Government Property .....	18

## 1.0 Introduction

The City of Busselton supports commercial trading opportunities, including Commercial Hire Sites (CHS), commercial activity permits and Foreshore Kiosks to facilitate the activation and enhance vibrancy in key tourism and community nodes within the City of Busselton. 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 the activation of public spaces and aims to manage the competing needs of recreation and leisure with business offerings through the application and commercial permit process.

The City has 3 kiosks and 14 CHS currently available and is seeking Expressions of Interest (Eoi) from innovative commercial operators and start-up businesses to take up trading opportunities at the indicated sites/kiosks (as per Table 1 in Section 3). The City conducted an Eoi process in 2020 for CHS, and permits were issued to a number of operators for a two-year period. The two-year period has now come to an end and the City is seeking current Eois for a two year term, commencing from September 2022.

Please note, this Eoi process **does not** include Mobile Food Trading and a separate Eoi process is held every 2 years for Mobile Food Vendors. A map showing all commercial trading locations is included in Appendix A and the Food Trade locations are included on this map for information purposes only.

## 2.0 Background and Objectives

CHS are locations that have been identified by the City as suitable for use by commercial operators providing leisure and active tourism activities. Examples of such activities include but are not limited to:

- The temporary installation of equipment such as water playgrounds and climbing walls;
- The hiring of recreational equipment, such as bicycles, beach umbrellas, kayaks, stand up paddle boards; and
- Pop up style kiosks

**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.

Permits will be offered to successful applicants on 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.

The City of Busselton Commercial Use of City Land and Facilities Policy supports a range of specific commercial activities to occur on local government owned and/or managed land, and these commercial activities are subject to agreements such as a permit (non-exclusive rights of use).

- CHS sites have been approved at the locations as indicated in Table 1. in Section 3. A number of potential future sites (NC & NK) have been identified and are indicated in the 'Commercial Trading Locations Map' as shown in Appendix A. ***Note: Where a proponent seeks a permit for a location that has been identified as a potential future site or has not been previously designated or advertised, the site if suitable, may be considered by the City;***
- 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. *(Note: 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 desired location intended for consideration;
- 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 that general agreed location;
- Permit operators, under the permit conditions are granted the use of the location which is non-exclusive. Permit holders may be asked to vacate the location for other City approved events or works with prior notice being provided. Please note that the permit is non-transferable;
- Under the conditions of the permit, permanent or fixed structures cannot be erected or left onsite when the CHS is not being used, equipment must be dismantled and removed at the end of each trading day.

The activation of spaces via the provision of CHS can provide a range of benefits, including but not limited to:

- Activities can be made available at locations most suitable for such an activity, ie. stand up paddle board hire from the beach rather than from a premises located further away that could discourage the product offering;
- Providing residents and visitors with a broad range of outdoor leisure and active tourism options;
- Increasing the vibrancy of an area, and in some cases the broader social and economic appeal of an area;
- Potentially providing a low-cost and low-risk option for business entrepreneurs to trial a new business.

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>

The City will not consider proposals from mobile food related businesses as part of this CHS EoI process. For information about permits for food businesses please visit:

<https://www.busselton.wa.gov.au/resident/public-health-and-safety/food-business.aspx>

### 3.0 Site Details & Locations

There are 14 Commercial Hire Sites and 3 Foreshore Kiosks currently available as part of this EoI, indicated in Table 1, Section 3.

A complete list of commercial trading sites, including mobile food trading locations and potential future CHS and Kiosk sites (NC & NK) are identified in the 'Commercial Trading Locations Map' as shown in Appendix A.

***Note: The mobile food trading locations are included on the map for information purposes only and ARE NOT available as part of this EoI process. A separate EoI is held every 2 years for Mobile Food Vendors.***

### 3.1 Table 1. Commercial Hire Sites & Foreshore Kiosks (available 2022-2024)

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

Commercial Hire Sites 2022-2024			
*Site No.	Site Name	Site Location	Fee Zone
1	Wonnerup Beach East	Wonnerup Beach	2
2	Busselton Sea Rescue	Busselton Sea Rescue Car Park and adjacent beach	2
6	Busselton Foreshore Beach 4 (Service Jetty)	Busselton Foreshore Beach 4 - East of Busselton Surf Lifesaving Club Jetty	1
10	Busselton Foreshore Rotunda <i>currently not available</i>	Busselton Foreshore Rotunda (behind Equinox)	1
12	Busselton Foreshore Beach 1 (West St)	Busselton Foreshore Beach 1 - West of Equinox	1
13	Busselton Foreshore Beach 1 (Gale St)	Busselton Foreshore Beach 1 – beach opp Gale St	1
15	King St Car Park	King St Car Park (Yacht Club) and adjacent beach	1
18	Abbey Beach Boat Ramp	Abbey Beach Boat Ramp car park and adjacent beach	2
22	Dunsborough Foreshore Centennial Park A	Dunsborough Foreshore Centennial Park and adjacent beach	1
23	Dunsborough Foreshore Centennial Park B	Dunsborough Foreshore Centennial Park and adjacent beach	1
25	Old Dunsborough Boat Ramp	Old Dunsborough Boat Ramp and adjacent Blackhurst Park Reserve	1
26	Meelup Beach	Meelup Beach Car Park	1
28	Bunker Bay Beach	Bunker Bay Beach	2
29	Yallingup Beach	Yallingup Beach main car park	2
31	Smiths Beach	Smiths Beach Car Park	2



Foreshore Kiosks 2022-2024			
3	Kiosk No. 4 – Foreshore East <i>currently not available</i>	Busselton Foreshore East (opp Carey St)	1
7	Kiosk No. 1 - Foreshore Rotunda	Busselton Foreshore Rotunda	1
8	Kiosk No. 3 - Foreshore Rotunda	Busselton Foreshore Rotunda	1
9	Kiosk No. 5 - Foreshore Rotunda	Busselton Foreshore Rotunda	1
14	Kiosk No. 2 - King Street <i>currently not available</i>	King St Reserve (beachside)	1

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 parking and toilets;
- Limited risk of conflicting with existing and/or future activities and events;
- Areas that might benefit from activation.

Sites are classified as either Zone One or Zone Two, with Zone One sites being located at premium foreshore locations and where the City has invested heavily in public infrastructure such as turf, shelters and pathways. Generally, successful proponents will be issued with one permit for one site.

The City acknowledges that each business has varying requirements and for this reason the sites do not have an exact fixed location or size and this will be negotiated between the proponents and the City before a permit is issued. CHS Permits provide operators with access to an area of land only, and not to services such as power and water. 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 Kiosk Details

### 4.1 Kiosk Size & Dimensions

- Each kiosk is approximately 2.9m x 2.4m in size;
- Each kiosks has three sides with awning style hatch openings and internal access through the fourth panel via container style doors;
- Each kiosk is fitted with plumbing (including 1 x hand wash basin), 4x 250V 15amp GPO power outlets, lighting and basic signage fixtures;
- Each kiosk is capable of being secured and locked when not in use;
- The following services are available for each kiosk:
  - Water – potable and waste
  - Electricity
  - Lighting

**Note: The kiosks are not fitted out to support any cooking of food within the kiosks, including dishwashing sinks, hot water or refrigeration. The sale of pre-packaged food items will be permitted.**

## 4.2 Kiosk Designs



Figure 1. Kiosk No.'s 1, 3, 5 - Busselton Foreshore Rotunda



Figure 2. Kiosk No. 2 – King Street

## 4.3 Kiosk Permit Holder Requirements

- Operating the space with adequately trained staff;
- Removing waste/rubbish at the end of each day;
- Maintaining minimum operating hours as indicated in Section 5;
- Obtaining relevant regulatory requirements relating to the City of Busselton *Food Act 2008* Certificate of Registration (Environmental Health) and any other regulatory approvals;
- Internal fit out, with prior approval from the City;
- Restoring the kiosk to its original working order at the end of the permit period, including emptying the kiosk of all additional fixtures, fittings and goods;
- Maintaining public liability insurance to the value of \$10M, with evidence of this required before a permit will be issued.

## 5.0 Trading Period and Term

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.

The City will issue CHS Permits for a term of up to two years under the *Thoroughfares and Public Places and Trading Local Law 2015* (the Local Law). 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.

## 6.0 Applicable Fees

Foreshore Kiosk and CHS Permit fees are set annually as part of the Council's *Annual Schedule of Fees and Charges*. The City will invoice Operators annually following the adoption of the City's fees and charges each year.

The Foreshore Kiosk and CHS Permit fees for 2022/23 are:

### 6.1 Commercial Hire Site Permit Fees

Zone One: \$3,311 (incl. GST)

Zone Two: \$2,155 (incl. GST)

Application fee for CHS \$162 (incl. GST)

## 6.2 Foreshore Kiosk Permit Fees

Foreshore Kiosk Permit – 12 months: \$3,139 (incl. GST)\*

Kiosk Bond: \$1,176 (incl. GST)

Key Bond: \$100

Application fee for Foreshore Kiosk \$162 (incl. GST)

\*fees can be charged on a pro-rata basis

## 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 C, assessed by a selection panel consisting of suitably qualified City Officers.

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

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 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 Timeframe

The timeframe for the above process is as follows:

Expression of Interest advertising	22 July
Closing date for Expressions of Interest	10 August 2022
Assessment of proposals received	11 August – 17 August 2022
Relevant approvals sought	18 August – 26 August 2022
Issue permits to preferred proponents (subject to permit requirements being satisfied)	Late August / September 2022



## 8.0 Submission Requirements

### 8.1 Preparing Your Submission

Carefully read all parts of 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 and in accordance with the guidelines outlined in this document. EOI submissions require applicants to complete the following:

1. Complete the editable **Proposal Cover Form** – see Appendix B  
Download at:

[https://www.busselton.wa.gov.au/documents/2188/eoi\\_commercial-hire-sites-2022\\_proposal-cover-form](https://www.busselton.wa.gov.au/documents/2188/eoi_commercial-hire-sites-2022_proposal-cover-form)

2. Complete the editable **Proposal Form – Assessment Criteria** – see Appendix C  
Download at:

<https://www.busselton.wa.gov.au/documents/2187/eoi-commercial-hire-sites-2022-proposal-form>

*Alternatively submissions may be presented on a separate document that addresses ALL assessment criteria. Proposal not to exceed five double sided A4 pages (ten pages in total) including visuals (photos, diagrams etc.) but excluding company profiles and attachments. Electronic copies in PDF format are preferred:*

***Attach any supporting documentation demonstrating capacity to operate the proposed business including safety management plans and risk assessments.***

3. Demonstrate your ability to pay relevant fees.

### 8.1 Lodging Your Submission

Expression of Interest submissions must be lodged by the closing date which is:

**Closing Date: 4.30pm Friday 10 August 2022 (Western Standard Time)**

Proposals are to be clearly marked '**Commercial Hire Sites – Commercial Opportunity**' and are to be received by the City by the closing date/time, by one of the following means:

1. Placed in a sealed envelope and delivered by hand to the City of Busselton Administration Office, Southern Drive, Busselton WA 6280.
2. Placed in a sealed envelope and posted through the mail to:

Chief Executive Officer  
City of Busselton  
Locked Bag No 1  
BUSSELTON WA 6280, or

3. Or, emailed to: [city@busselton.wa.gov.au](mailto:city@busselton.wa.gov.au)

## 8.2 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, 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: Commercial Trading Locations Map

## Commercial Trading Locations

0 1 2 3 4 km

Scale at A3 - 1:100,000



C Commercial Hire Site  
F Food Trade  
K Kiosk  
NC Potential New Commercial Hire Site  
NK Potential New Kiosk

Site No	Site Name	Zone	Category
1	Wonnerup East Beach	2	C
2	Busselton Sea Rescue	2	C, F
3	Kiosk No. 4 - Foreshore East	1	K
4	Barnard Park West Car Park	2	F
5	Busselton Foreshore Beach 4	1	NC
6	Busselton Foreshore Beach 4 (Service Jetty)	1	C
7	Kiosk No. 1 - Foreshore Rotunda	1	K
8	Kiosk No. 3 - Foreshore Rotunda	1	K

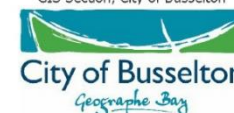
Site No	Site Name	Zone	Category
9	Kiosk No. 5 - Foreshore Rotunda	1	K
10	Busselton Foreshore Rotunda	1	C
11	Rotary Park	2A	F
12	Busselton Foreshore Beach 1 (West Street)	1	C
13	Busselton Foreshore Beach 1 (Gale Street)	1	C
14	Kiosk No. 2 - King Street	1	K
15	King Street Car Park	1	C
16	Dolphin Rd Boat Ramp	2	NC, F

Site No	Site Name	Zone	Category
17	Holgate Reserve	2	NC, F, NK
18	Abbey Beach Boat Ramp	2	C, F, NK
19	Quindalup Boat Ramp	2	NC
20	Dunsborough Bay Yacht Club	2	NC
21	Dunsborough Café	1	NC
22	Dunsborough Foreshore Centennial Park A	1	C
23	Dunsborough Foreshore Centennial Park B	1	C
24	Dunsborough Skate Park	2A	F

Site No	Site Name	Zone	Category
25	Old Dunsborough Boat Ramp	1	C, F, NK
26	Meelup Beach	1	C, F
27	Eagle Bay	2	F
28	Bunker Bay Beach	2	C
29	Yallingup Beach	2	C
30	Slippery Rocks Car Park	2	F
31	Smiths Beach	2	C

**Disclaimer**  
The City of Busselton does not guarantee that this map is without errors and accepts no responsibility for consequences of actions that rely on this map.

Map Produced on 21/7/2022  
GIS Section, City of Busselton



## APPENDIX B: Eol Proposal Cover Form

The **Proposal Cover Form** must be completed by the Proponent. An editable copy of this form is available to download at:

[https://www.busselton.wa.gov.au/documents/2188/eoi\\_commercial-hire-sites-2022\\_proposal-cover-form](https://www.busselton.wa.gov.au/documents/2188/eoi_commercial-hire-sites-2022_proposal-cover-form)

### Proponent Contact Details:

Proponent/s Owners Details:	Full name:		
	Business name:		
	ACN/ABN/Assoc. Registration No.:		
	Legal status: (i.e sole proprietor, partnership, trust, corporation, Incorp Assoc.)		
	Residential Address:	No.:	Street name:
		Suburb:	Postcode:
	Postal Address:		
	Phone numbers: (H)		(W)
	Email:		

### Proposed Site & Activity:

Site Details: (as per Commercial Trading Locations Map)	Site No.:	Site Name:
Type of Trading Activity Proposed: (Describe products for sale or hire)		
Proposed Hours of Operation:		
Proposed Dates of Operation:		

### Agreement to the Terms & General Conditions:

By lodging an Eol proposal, the Proponent agrees to be bound by the City of Busselton's Terms and General Conditions set out at Appendix B (if the Proponent is a consortium, all consortium members are to separately sign).

### Signed for and on behalf of Proponent:

Signature:		Date:
Name:		
Business:		
Position:		

## APPENDIX C: Eol Proposal Form - Assessment Criteria

Proponent to complete **Proposal Form – Assessment Criteria** by addressing ALL assessment criteria. An editable copy of this form is available to download at:

<https://www.busselton.wa.gov.au/documents/2187/eoi-commercial-hire-sites-2022-proposal-form>

*Alternatively submissions may be presented on a separate document that addresses ALL assessment criteria. Proposal not to exceed five double sided A4 pages (ten pages in total) including visuals (photos, diagrams etc.) but excluding company profiles and attachments. Electronic copies in PDF format are preferred:*

The Assessment Criteria will be used by the assessment panel, with each criteria being scored 1-10 to assist in determining the suitability of each proposal. Proponents should address all criteria as part of their Eol proposal.

Assessment Criteria	Proposal Description	Scoring Scale
<b>Product: (Weighting 30%)</b>		
1. What is the product or service you propose to offer?		1 – product/service does not add vibrancy or socio-economic benefit to residents and visitors 10 – product/service adds vibrancy and socio-economic benefit to residents and visitors
2. Does the business appeal to the general public? Who is your target audience?		1 – appealing to limited demographic 10 – appealing to the majority of the general public
3. Does the business add to/enhance the leisure and tourism appeal of the location?		1 – existing similar offering nearby 10 – new offering specific to enhanced leisure and tourism experience



Business: (Weighting 30%)					
4. What is the businesses intended trading times/period?				1 – occasional weekends/weekdays 5 – core trading period, Dec - Feb 10 – core trading period, shoulder season and public holiday weekends and event times	
5. Has the business operated successfully at a CHS within the City of Busselton previously?				1 – new business 5 – business operating at events only 10 – established and well operating business	
6. Is the business impacted by weather conditions? If so, what mitigations have been considered?				1 – severely impacted 5 – impacted and suitable mitigations considered 10 – not impacted	
7. Does the business meet relevant regulations/standards, for e.g. Worksafe and OSH compliance, comprehensive insurances, safety management, risk management, emergency plans		Yes	No	n/a	1 – compliance not met 10 – compliance met
	Compliant with Worksafe and OSH				
	Public Liability Insurance				
	Current Workers Compensation				
	Risk Management Plan				
	Safety Management Plan				
	Emergency Plan				
Working with Children Check					

<b>Location: (Weighting 30%)</b>		
8. Does the business compete with, replicate or complement existing nearby businesses?		1 – replicates and/or directly competes with existing offerings 10 – compatible and/or complimentary to existing offerings
9. Is there a space requirement for this business?		1 – significant impact anticipated 10 – no impact anticipated
10. Could the business create impacts such as vehicle congestion and/or traffic safety in the area?		1 – significant impact anticipated 10 – no impact anticipated
11. Could the business negatively affect the environment and/or amenity of the area? Such as, but not limited to; noise, odour, visual, anti-social behaviour, environmental degradation?		1 – significant impact anticipated 10 – no impact anticipated

<b>Local Business: (Weighting 10%)</b>					
12. Preference will be given to businesses based in the City of Busselton in the first instance. Where is the business based?		Yes	No	n/a	1 – business is based outside of South West, WA 5 – business in based in the South West, WA 10 – business is based in the City of Busselton
	Based outside of South West, WA				
	Based in South West, WA				
	Based in City of Busselton, WA				
<b>Additional Comments/Requirements: (Weighting 0%)</b>					
13. Does your proposal have any requirements additional to those identified in this Expression of Interest?					n/a

**Please attach any supporting documentation demonstrating capacity to operate the proposed business including safety management plans and risk assessments**

## APPENDIX D: General Conditions for Eol Proposals

This Eol process shall be subject to the following:

- All proposals will remain valid and open for selection for a minimum period of **90 (ninety) days** from the Closing Date.
- The City does not:
  - intend to hold a formal briefing; or
  - require a formal site inspection.
- 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 shall use its best endeavours to keep confidential information provided by Proponents confidential. Proponents however acknowledge and accept that their proposals and documents and other information which form part of or are in relation to their proposals, may be disclosed by the City if required by law (whether under the *Freedom of Information Act 1992*, under a court order or otherwise).
- This Eol may result in negotiations for the issuance of a permit, but is in itself not an offer open for acceptance by Proponents by submitting a proposal.
- Selection of preferred Proponents do not constitute an acceptance or endorsement of the Proponent's proposal or any part thereof.
- The City has used reasonable efforts in compiling this Eol. It will however not be liable to Proponents for any inaccuracy or omission in this Eol or any additional information which may be provided or withheld.
- Proponents will be deemed to have:
  - satisfied themselves they have a full set of the Eol documents and all relevant attachments; and
  - examined and to be aware of all the risks; contingencies, relevant legislation and other requirements and circumstances having an effect on their proposal and/or relevant to the Project, which is obtainable by the making of reasonable enquires;
- The Proponent, by submitting a proposal, irrevocably authorises the City to contact and have access to and give consideration to:
  - any referees nominated by the Proponent;
  - any risk assessment undertaken by a credit agency appointed by the City;
  - any information produced by the bank, financial institution or accountant of the Proponent; and so as to assess that proposal and may consider such materials/information as tools in the evaluation thereof.
- All documents, materials, articles and information submitted by the Proponent as part of or in support of a proposal will become upon application the absolute property of the City and will not be returned to the Proponent, PROVIDED that the Proponent is entitled to retain any copyright and other intellectual property rights therein, unless otherwise agreed upon.
- Except as expressly and specifically permitted under this Expression of Interest or any subsequent agreement, no Proponent shall have any claim for compensation of any kind whatsoever, as a result of participating in or responding to this Expression of Interest, and by submitting a proposal each Proponent shall be deemed to have acknowledged and agreed that it has no such claim(s).

## APPENDIX E: 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. The Permit Holder is not permitted to operate outside these times and places.
2. The Permit Holder may not use the Premises for anything else than the Permitted Use and in particular must not sell, hire, trade, display or otherwise dispose of anything from the Premises other than the goods or services as described in this Permit.
3. 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 authorities required by the Permit Holder for the Permitted Use.
4. 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, authorities, permits or licences required by the Permit Holder under any law, regulation, by-law or local law for its use of the Premises.
5. 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 the exclusive use or possession thereof.
6. The Permit Holder shall 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.
7. The Permit Holder must pay on demand to the City all charges for services to the Premises which is payable by the Permit Holder.
8. The Permit Holder must keep and display the Permit on the Premises at all times of operation.
9. The Permit Holder must not cause a nuisance or become a disturbance or annoyance to the public or other business operators.
10. The Permit Holder shall not unreasonably restrict or interfere with the use of the Premises or the land in the vicinity thereof by members of the public.
11. 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.
12. The Permit Holder shall, if it is a requirement under this Permit, at his/its cost effect and keep in force for the duration of this Permit:
  - (a) a public risk policy of insurance acceptable to the City in respect of the Premises and the Permit Holder's use thereof for an amount not less than the amount specified in the Permit; and
  - (b) if the Permit Holder has any employees, workers' compensation and employer's indemnity insurance acceptable to the City in respect of such employees, 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.
13. All risk in relation to the use of the Premises and conducting of the Permitted Use remains with the Permit Holder.
14. The Permit Holder indemnifies the City and covenants and agrees to keep the City indemnified 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 City 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, customers, members or any other person or persons using or upon the Premises with its consent or approval expressed or implied.
15. This Permit may not be assigned or transferred without the prior written consent of the City, which consent the City shall in its sole discretion be absolutely entitled to grant or refuse.



16. The City through its employees, contractors or agents may at any time 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.
17. 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.
18. The Permit Holder shall not drive or permit to be driven any vehicle to or from the Premises by any means other than the vehicular access ways provided by the City or any other access route approved in writing by the City.
19. The Permit Holder shall not without the prior written consent of the City erect, set up or place any structure, make any structural changes to the Premises or tamper, alter or modify any electrical, water, sewerage, gas, telecoms or other service connection to or on the Premises.
20. The Permit Holder may 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 without the prior written consent of the City or otherwise than in accordance with any conditions imposed by the City on any permit or consent given by the City.
21. The Permit Holder shall for so long as the Permit Holder uses the Premises or remains in possession or occupation thereof, 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.
22. The Permit Holder must promptly report to the City any damage to or accident at the Premises.
23. 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.
24. The Permit Holder shall not cause or permit any contamination, pollution or environmental harm to occur on or under the Premises and, if any contamination, pollution or environmental harm is caused by the Permit Holder, its employees, agents, contractors, customers, members or any other person using or upon the Premises with its consent or approval expressed or implied, the Permit Holder must give notice of it as soon as practicable to the City and the Permit Holder must at its cost do all things necessary to minimise and remediate any resultant damage and harm to the reasonable satisfaction of the City and any governmental agency.
25. The Permit Holder shall immediately upon the expiry or cancellation of this Permit (whichever occurs earlier) remove from the Premises all things brought on to the Premises by the Permit Holder and leave the Premises in good order and condition and to make good any damage done to the Premises.
26. The Permit Holder shall pay to the City on demand all legal costs, charges and expenses for which the City shall 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.
27. The City may apply the bond 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 in this Permit.
28. 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.
29. If this Permit is cancelled by the City due to a substantial breach by the Permit Holder, the Permit Holder shall not be entitled to a refund of any fees or charges.
30. Unless the contrary intention appears:

- (a) words and expressions in this Terms and Conditions shall have the same meaning as corresponding words and expression used in the relevant Application for Permit and this 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.
31. 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.
32. The Permit Holder accepts the Special Conditions (if any) under which this Permit has been approved.