

May 2020



Invitation for Expression of Interest (EOI)

# Commercial Hire Sites (CHS)



## Submission Deadline

4.30pm Friday  
19 June 2020

### Delivery address:

Chief Executive Officer  
City of Busselton  
Southern Drive  
Busselton, WA 6280

Email: [city@busselton.wa.gov.au](mailto:city@busselton.wa.gov.au)

### Enquiries:

Mrs Jaylene Chambers  
Coordinator Economic and Business Development  
City of Busselton  
Tel: (08) 9781 0444  
[economicdevelopment@busselton.wa.gov.au](mailto:economicdevelopment@busselton.wa.gov.au)



## Contents

Introduction .....	3
Background and Objectives .....	3
Site Details .....	5
Trading Period and Term .....	7
Applicable Fees .....	8
Expression of Interest Process and Methodology .....	8
Timeframe.....	8
How to Prepare and Submit Your Proposal .....	9
Lodgement of Proposals .....	9
APPENDIX A – PROPONENT DETAILS AND EXPRESSION OF INTEREST ASSESSMENT CRITERIA.....	10
APPENDIX B – GENERAL CONDITIONS FOR EXPRESSION OF INTEREST (EoI) PROPOSALS.....	12
APPENDIX C – TERMS & CONDITIONS FOR USE/HIRE OF LOCAL GOVERNMENT PROPERTY .....	14

## Introduction

The City of Busselton facilitates Commercial Hire Site (CHS) Permits to enable and manage the provision of commercial leisure and tourism activities on City owned and/or managed public land.

The City acknowledges the social and economic benefits of residents and visitors having access to a range of leisure and active tourism pursuits. In recognition of this, the City supports the activation of public spaces. The City does however receive numerous requests to operate businesses from public land, and aims to manage the competing needs of these, existing businesses and maintaining free public access to public land through application and permit processes, with CHS Permits being one of these.

The City has determined a number of suitable sites and now offers these to potential commercial operators under a CHS Permit arrangement through this Expression of Interest (EoI) process. A CHS Permit allows a commercial operator to operate a business from one of the pre-determined sites for the term of the permit.

The City conducted an EoI process in 2017, and permits were issued to a number of operators for a three-year period. The three-year period has now come to an end and the City is seeking current EoIs for a two year term, from July 2020 to June 2022.

## 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 etc.
- The hiring of recreational equipment, such as bicycles, beach umbrellas, kayaks, stand up paddle boards etc.
- The operation of designated tours or guided activities.

**Commercial Hire Site** refers to the defined place on public land or waters 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 depicted on the map attached as Map 1. Note: *Where a proponent seeks a permit for a location that has not been previously designated or advertised, the site, if suitable, may be considered for inclusion for a future EoI round.*
- The process will require proponents to submit proposals for the operation of a commercial sale-point at the designated locations in Map 1 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 Eol 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 Eol 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 and permit holders may be asked to vacate the location for other City approved events or works (prior notice will be provided, and City officers will try and find a comparable relocation option, subject to availability.) 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's 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 right at the beach rather than from a premise further away that would prevent the customer experiencing stand up paddle boards
- 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/Council/Corporate-Documents/Governance-Documents/Policies>

<https://www.busselton.wa.gov.au/Council/Corporate-Documents/Governance-Documents/Local-Laws>

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

<https://www.busselton.wa.gov.au/Environment-Waste/Environmental-Health/Trading-in-Public-Places>

## Site Details

There are 13 CHS available, as per the list and map below.

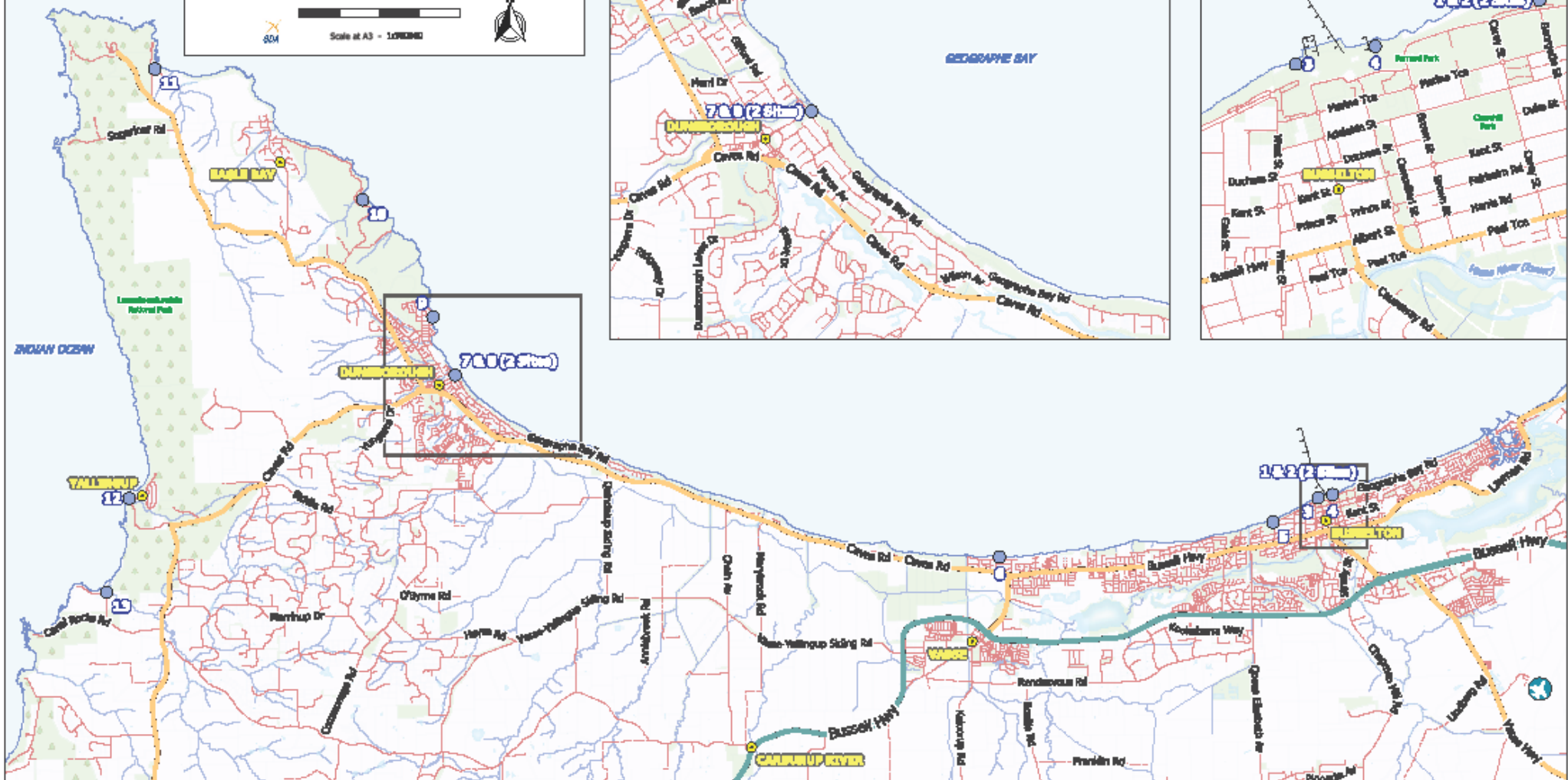
1. Busselton Sea Rescue Car Park A
2. Busselton Sea Rescue Car Park B
3. Busselton Foreshore Beach – West of Equinox
4. Busselton Foreshore Beach – East of Surf Club Jetty
5. King Street Car Park (Yacht Club)
6. Abbey Beach Boat Ramp
7. Dunsborough Foreshore Centennial Park A
8. Dunsborough Foreshore Centennial Park B
9. Old Dunsborough Boat Ramp
10. Meelup Beach Car Park
11. Bunker Bay Beach
12. Yallingup Beach
13. Smiths Beach Car Park

# Commercial Hire Site Locations

0 1 2 3 4 km

SOM

Scale at A3 - 1:60,000



## Commercial Hire Site Locations

- |  |   |
|--|---|
| 1 Bussellton Sea Rescue Car Park A                     | 8 Dunsborough Foreshore Centennial Park B |
| 2 Bussellton Sea Rescue Car Park B                     | 9 Old Dunsborough Boat Ramp               |
| 3 Bussellton Foreshore Beach - West of Equinox         | 10 Meelup Beach Car Park                  |
| 4 Bussellton Foreshore Beach - East of Surf Club Jetty | 11 Bunker Bay Beach                       |
| 5 King Street Car Park (Yacht Club)                    | 12 Yallingup Beach                        |
| 6 Abbey Beach Boat Ramp                                | 13 Smiths Beach Car Park                  |
| 7 Dunsborough Foreshore Centennial Park A              |   |

## Dunsborough



## Bussellton



**Disclaimer**  
The City of Bussellton 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 27/5/2020  
GIS Section, City of Bussellton





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. There may be business operations that require access to more than one site (not at the same time) under the one permit, such as a surf school requiring access to various locations depending on ocean conditions, and the City may consider an arrangement such as this, at the discretion of the CEO.

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. The operation of businesses will need to be self-sufficient, for example, if a business requires power, the operator will have to provide and use a suitable generator.

CHS Permits will include an allowance (without a separate application and fee to the City) for the installation of two portable 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/Council/Corporate-Documents/Governance-Documents/Policies>

## 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 to the Easter period. 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. 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.

## Applicable Fees

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 CHS Permit fees for 2020/21 are:

Zone One: \$3,165 (incl. GST)

Zone Two: \$2,060 (incl. GST)

Application fee for CHS \$155 (incl GST)

## Expression of Interest Process and Methodology

EoI proposals will be 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 proposal 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 scoring;
- Proposals that will best activate/create vibrancy in an area;
- 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.

### Timeframe

The timeframe for the above process is as follows:

Expression of Interest advertising	29 May 2020
Closing date for Expressions of Interest	19 June 2020
Assessment of proposals received	22 June – 3 July 2020
Relevant approvals sought	6 July – 17 July 2020
Issue permits to preferred proponents (subject to permit requirements being satisfied)	Late July / August 2020



## How to Prepare and Submit Your Proposal

- Carefully read all parts of this EOI and ensure you understand the requirements for submitting a proposal;
- Prepare your proposal in accordance with the guidelines outlined in this document, include as much information as possible;
- Ensure you address the information requested in Appendix A;
- Include supporting documentation demonstrating capacity to operate the proposed business including safety management plans and risk assessments;
- Demonstrate your ability to pay relevant fees;
- The total length of the proposal is 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;
- Lodge your proposal by the closing date.

## Enquiries

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

Economic and Business Development Coordinator

Phone: (08) 9781 0444

Email: [economicdevelopment@busselton.wa.gov.au](mailto:economicdevelopment@busselton.wa.gov.au)

## Lodgement of Proposals

Proposals must be lodged by the closing date which is:

**Closing Date: 4.30pm Friday 19 June 2020 (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)

## Non-Conforming Proposals

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

## APPENDIX A – PROPONENT DETAILS AND EXPRESSION OF INTEREST ASSESSMENT CRITERIA

Appendix “A” must be completed by the Proponent.

### **Identity of the Proponent**

Name of Business/Organisation:	
Legal status (i.e sole proprietor, partnership, trust, corporation, incorporated association)	
ACN/ABN/Association Registration No:	
Street Address:	
Postal Address:	

### **Contact Details**

Name of Principal Contact Person:	
Position:	
Telephone:	
Email:	

### **Expression of Interest Assessment Criteria**

The following 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 EoI proposal.

<b>LOCATION</b> (weighting 30%)	1	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
	2	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
	3	What is the space requirement of the business?	1 – large space/impact on site 10 – minimal space/impact on site

	4	Could the business create impacts such as vehicle congestion and/or traffic safety in the area?	1 – significant impact anticipated 10 – no impact anticipated
	5	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 etc?	1 – significant impact anticipated 10 – no impact anticipated
<b>BUSINESS</b>  (weighting 30%)	6	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
	7	Is the business impacted by weather conditions? What mitigations have been considered?	1 – not impacted 5 – impacted and suitable mitigations considered 10 – severely impacted
	8	Has the business operated successfully at a CHS within the City of Busselton?	1 – new business 5 – business operating at events only 10 – established and well operating business
	9	Does the business meet relevant regulations/standards, for example, procedures compliant with Worksafe and OSH, comprehensive insurances, safety management, risk management, emergency plans, good governance etc.	1 – none 10 – substantial
<b>PRODUCT OFFERING</b>  (weighting 30%)	10	Does the business appeal to the general public?	1 – appealing to limited demographic 10 – appealing to the majority of the general public
	11	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
<b>PREFERENCE TO LOCAL BUSINESSES</b>  (weighting 10%)	12	Please note, preference will be given to businesses based in the City of Busselton in the first instance. Where is the business based?	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

## APPENDIX B – GENERAL CONDITIONS FOR EXPRESSION OF INTEREST (EoI) PROPOSALS

This EoI 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 EoI may result in negotiations for the award of a contract, 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 EoI. It will however not be liable to Proponents for any inaccuracy or omission in this EoI 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 EoI 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 C – 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.