



## GENERAL CONDITIONS OF PERMIT FOR HORNSBY MALL

### Definitions

- Activity:** means an activity described within the Hornsby Mall Code that with the permission of HSC may occur in Hornsby Mall on the terms outlined in the relevant Permit.
- Customer Service Officer:** means the HSC representative patrolling and responsible for the smooth day to day operation of activities in the Hornsby Mall.
- Designated Site:** means an identified area within the Hornsby Mall suitable for the conduct of activities described in the Hornsby Mall Code limited to a maximum area of 12 square metres with a height not to exceed 2.5 m, unless otherwise approved by HSC.
- Hornsby Mall:** means the tiled section of public roads known as Hunter and Florence Streets Hornsby.
- Hornsby Mall Manager:** means the delegated person responsible for the operational management of Hornsby Mall or their authorised representative.
- HSC:** means Hornsby Shire Council
- Permit:** means the document issued by HSC authorising the use of a designated site within the Hornsby Mall for activities described in the Hornsby Mall Code following the payment of relevant Permit fees and provision of relevant documentation.
- Permit Fee:** means the fee payable prior to a Permit being granted to a Permit Holder to conduct an activity in Hornsby Mall.
- Permit Holder:** means the person or organisation (including all agents, representatives, contractors and the like) authorised by way of a Permit to conduct an activity in Hornsby Mall.

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## GENERAL CONDITIONS OF PERMIT FOR HORNSBY MALL CONT/.

<b>PART A:</b>	<b>Permit Holder Obligations</b>
A1.	A Permit Holder is the sole organiser of the activity and will undertake all supervision, safety planning and public security associated with the activity.
A2.	A Permit Holder agrees to comply by the provisions of the Hornsby Mall Code, the General Conditions of Permit and any other conditions specified in a Permit.
A3.	A Permit Holder must comply with all HSC requirements which may be displayed on notice boards erected at the Hornsby Mall and should note that penalties apply for breaches of such notices. Any variations from the requirements of such notices must be approved by HSC prior to a Permit being issued.
A4.	A Permit may only be used during the times outlined therein. The Permit Holder is responsible to ensure that their activity is set up no later than the commencement time indicated on the Permit and the designated site is vacated no earlier than the end time indicated on the Permit. Failure to abide by this requirement may result in the refusal of future bookings.
A5.	A Permit Holder shall be responsible for the conduct of all representatives in attendance at their designated site and for the maintenance and preservation of good order generally. Should a Permit Holder leave the designated site a responsible person being eighteen years or older, shall be nominated to act on their behalf during the period of absence. All designated sites must be attended at all times.
A6.	A Permit must be retained by the Permit Holder when using the designated site and produced, if demanded, by an authorised officer of HSC or nominee, or a member of the NSW Police Force.
A7.	Where a Permit is not produced the person will be required to immediately cease the conduct of an activity and vacate the Hornsby Mall.
A8.	A Permit Holder acknowledges that the Hornsby Mall is an Alcohol Free zone and will ensure that no alcohol is consumed or sold as part of their activity, including bump in and bump out.
A9.	A Permit Holder acknowledges that they have made their own enquiries and are satisfied that the designated site within the Hornsby Mall is suitable for the conduct of their activity.

**END OF PART A**



## GENERAL CONDITIONS OF PERMIT FOR HORNSBY MALL CONT/.

<b>PART B:</b>	<b>Indemnity and Insurance</b>
B1.	A Permit Holder shall indemnify HSC against loss of or damage to property of HSC and claims by any person against HSC in respect of personal injury or death or loss of or damage to any property arising out of or as a consequence of the holding of the activity but the Permit Holders liability to indemnify HSC shall be reduced proportionally to the extent that HSC was in breach of its statutory duties and such breach contributed to the loss.
B2.	A Permit Holder shall effect a Public (and if requested Products) Liability policy of insurance with an insurer authorised by the Australian Prudential Regulatory Authority to write liability insurance business in Australia which policy shall: <ul style="list-style-type: none"><li>B2.1. Be specific to this activity or be extended to include the Permit Holder's liability arising from this activity,</li><li>B2.2. Have HSC noted in the policy as Interested Party,</li><li>B2.3. Be issued in the name of the Permit Holder or, if applicable, the registered company name of the Permit Holder,</li><li>B2.4. Have a Limit of Indemnity of not less than Twenty Million Dollars any one occurrence,</li><li>B2.5. Be in force for the currency of the activity,</li><li>B2.6. Provide indemnity in respect of all unregistered vehicles, plant and machinery used in the execution of the activity.</li></ul>
B3.	A Permit Holder shall prior to the issue of a Permit, supply a Certificate of Currency to HSC in confirmation of the above. Failure to comply with this requirement may result in the refusal of a booking.
B4.	Regular Permit Holders must ensure that a certificate of currency is provided at the renewal date of their insurance policy.

<b>PART C:</b>	<b>Access and Circulation</b>
C1.	A Permit Holder will ensure that at all times their activity does interfere with the emergency vehicles access routes located within the Hornsby Mall.
C2.	A Permit Holder must ensure that members of the public are not hindered, obstructed or annoyed in any way by their activities. Permit Holders are also requested to make certain that their activity creates no impediment to pedestrian traffic flow or obstruction to the operation of existing businesses located within the Hornsby Mall.
C3.	A Permit Holder shall ensure that adequate pedestrian access is generally maintained around the fountain and to all other parts of the Hornsby Mall including access to businesses.

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### **GENERAL CONDITIONS OF PERMIT FOR HORNSBY MALL**

- C4. A Permit Holder shall ensure that where necessary appropriate crowd control measures ( including but not limited to, security barriers and security personnel) are provided during the conduct of their activity (including bump in and bump out) at no cost to HSC.

#### **PART D:**

#### **Care and Use of Hornsby Mall**

- D1. HSC reserves the right to decide on the final location of designated sites for activity bookings occurring in the Hornsby Mall on any one given day.
- D2. A Permit Holder shall prior to commencing an activity in the Hornsby Mall provide Council's Customer Service Officer with a detailed run sheet of the day's activities and the names of the responsible on-site officers and any relevant security personal (including contact telephones numbers).
- D3. A Permit Holder shall comply with any requests received from Council's Customer Services Officers in respect of public safety issues surrounding their activity.
- D4. A Permit Holder acknowledges that entering the water features and/or water sculpture is strictly prohibited.
- D5. A Permit Holder shall under no circumstances use any built structures and/or street furniture forming part of the Hornsby Mall in connection with their activity.
- D6. A Permit Holder will ensure that no stakes, pegs, spikes, nails or similar fastenings shall be driven into or attached to any surface or part of the Hornsby Mall without specific permission from the Hornsby Mall Manager. Any need for such fastenings should be referred to the Hornsby Mall Manager prior to the conduct of the activity.
- D7. A Permit Holder is prohibited from anchoring or attaching ropes etc to the street furniture, trees or light poles located within the Hornsby Mall.
- D8. A Permit Holder shall ensure that any tables, chairs or like furniture used as part of their activity are of a similar family group to ensure visual unity and enhancement of the designated site.
- D9. The use of free standing temporary umbrellas or similar lightweight shade structures as part of an activity by a Permit Holder is strictly prohibited.
- D10. A Permit Holder shall ensure that following the conclusion of their activity all areas of the Hornsby Mall used in conjunction with the activity are left in a clean and tidy condition including but not limited to the removal of any oil/grease stains, litter/rubbish, rubber type marks, food stains etc to the satisfaction of Council. Failure to comply will result in a cleaning fee being imposed on a Permit Holder.

- D11. A Permit Holder shall be responsible for the collection, removal and disposal of all rubbish associated with the activity at no cost and to the satisfaction of Council.
- D12. The use of any cleaning agents or chemicals on the surface of the Hornsby Mall by a Permit Holder will require the approval of HSC first had and obtained.
- D13. A Permit Holder requiring electricity and/or potable water for use in their activity shall be required to organise access by contacting Council's Hornsby Mall Administration officer on 9847 6908 no later than 48 hours prior to the date of the activity.
- D14. A Permit Holder shall not overload the general power outlets located throughout the Mall and will ensure that all equipment requiring power is appropriately tagged. Where a Permit Holder causes the power supply safety switch to overload the costs of rectifying any damage or the power supply incurred by Council shall be borne by a Permit Holder.
- D15. A Permit Holder shall ensure that all electrical cabling and leads are tagged and covered with the appropriate cable ramps and trays.
- D16. A Permit Holder shall ensure that any generators or associated electrical equipment does not cause any disruption to adjoining businesses and visitors to the Hornsby Mall.
- D17. A Permit Holder shall ensure that any approved floodlighting or public address system does not cause any disruption to adjoining businesses and visitors to the Hornsby Mall.
- D18. The use of A-frame or sandwich board advertising structures within the Hornsby Mall by a Permit Holder is strictly prohibited.
- D19. A Permit Holder shall ensure that any approved amplification of sound/noise generated from the activity is in accordance with the requirements of the Protection of the Environment Operations Act 1997 and Part I of the General Conditions of Permit.
- D20. A Permit Holder shall immediately inform the Customer Service Officer of any damage caused to the designated site or any part of the Hornsby Mall. A Permit Holder will be responsible for the costs associated in rectifying any damage caused within the Hornsby Mall by their activity. HSC reserves the right to determine the cost of any damage and to invoice the Permit Holder for the amount.
- D21. Permit Holder activities which adversely impact or disrupt the normal trading of businesses in Hornsby Mall will not be permitted. Permits will be reviewed should there be any complaints from the public or local businesses.
- D22. HSC will not Permit any activities to be carried out in the Hornsby Mall which in the opinion of authorised HSC officers or NSW Police are disorderly, offensive or objectionable in nature.
- D23. HSC reserves the right to amend the terms and conditions set out in a Permit and/or revoke a Permit at any time for any reason it considers proper or appropriate.
- D24. HSC shall not be liable for the loss of any property or merchandise belonging to the Permit Holder whilst conducting their activity in the Hornsby Mall.

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## GENERAL CONDITIONS OF PERMIT FOR HORNSBY MALL

**PART D/cont:**

**Care and use of Hornsby Mall**

- D25. All Costs associated with the issuing of Permits are non-refundable. Payment must be prior to the issue of a Permit.
- D26. Any additional booking alterations must be confirmed in writing to the Hornsby Council's Hornsby Mall Administration Officer for approval. If written confirmation of booking alterations is not received, applicable hire fees and charges will apply.
- D27. The issue of a Permit should not be construed as Council's support or otherwise to a Permit Holders activity and/or the content contained within display posters or handbills associated with the activity.

**End of General Conditions of Permit**