

Ipswich

City Council

Subordinate Local Law (Amending) Subordinate
Local Law No. 7.1 (Local Government Controlled
Areas and Roads) 2019

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Part 1 Preliminary

1 Short title

This subordinate local law may be cited as *Subordinate Local Law (Amending) Subordinate Local Law No. 7.1 (Local Government Controlled Areas and Roads) 2019*.

2 Commencement

This subordinate local law commences on the date notice of the making of the subordinate local law is published in the gazette.

3 Subordinate local laws amended

This subordinate local law amends *Subordinate Local Law No. 7.1 (Local Government Controlled Areas and Roads) 2013*.

Part 2 Amendment of Subordinate Local Law No. 7.1 (Local Government Controlled Areas and Roads) 2013

4 Amendment of s 2 (Authorising local law)

Section 2, after 'by' –

omit, insert –

–

(1) *Local Law No. 4 (Permits) 2013; and*

(2) *Local Law No. 7 (Local Government Controlled Areas and Roads) 2013,*

(the authorising local laws).

5 Amendment of s 4 (Definitions)

- (1) Section 4, 'authorising law,' –

omit, insert –

authorising local laws and

- (2) Section 4, 'and *Local Law No. 4 (Permits) 2013* –

omit.

6 Amendment of s 6 (Conditions of permit)

- (1) Section 6, '(Conditions of licence)' –

omit, insert –

(Conditions of a permit)

7 Amendment of s 7 (Prohibited activities)

Section 7, 'the authorising local law' –

omit, insert –

Local Law No. 7 (Local Government Controlled Areas and Roads) 2013

8 Amendment of s 8 (Permit regulated activity)

- (1) Section 8, 'section 12' –

omit, insert –

section 10A

- (2) Section 8, 'the authorising local law' –

omit, insert –

Local Law No. 7 (Local Government Controlled Areas and Roads) 2013

9 Insertion of new pt 3

After section 8 –

insert –

Part 3 Use of local government controlled areas

9 Use of local government controlled areas

For the purposes of sections 7(1)(o) and (p) of *Local Law No. 7 (Local Government Controlled Areas and Roads) 2013* the standards prescribed in column 2 of schedule 4 are required to be complied with by a person entering or attending a local government controlled area specified in column 1 of schedule 4.

10 Amendment of sch 1 (Dictionary)

- (1) Schedule 1, definition *unregistered vehicle*, '1999'–

omit, insert –

2010

- (2) Schedule 1 definition *vehicle*, 'Transport Operations (Road Use Management) Act 1995' –

omit, insert –

Transport Operations (Road Use Management) Act 1995

- (3) Schedule 1 definition *wheelchair*, 'Transport Operations (Road Use Management) Act 1995' –

omit, insert –

Transport Operations (Road Use Management) Act 1995

- (4) Schedule 1 definition *wheeled recreational device*, 'Transport Operations (Road Use Management) Act 1995' –

omit, insert –

Transport Operations (Road Use Management) Act 1995

11 Amendment of sch 2 (Information for applications and permit conditions)

- (1) Schedule 2, item 1 (Alteration or improvement to Local Government Controlled Areas and Roads), column 1, footnote 1, after 'schedule 1' –

insert –

of Local Law No. 7 (Local Government Controlled Areas and Roads) 2013.

- (2) Schedule 2, item 2 (Depositing of goods or materials on a road (including a footpath)), column 1 –

omit, insert –

Depositing, permitting or allowing any goods or materials or merchandise of any description to be placed or left on a road (including a footpath)

- (3) Schedule 2, item 3 (Bringing or driving motor vehicle into local government controlled areas), column 3, subparagraph (a), 'is' –

omit, insert –

be

- (4) Schedule 2, item 3 (Bringing or driving motor vehicle into local government controlled areas), column 3, subparagraph (b), after 'on' –

insert –

the

- (5) Schedule 2, item 4 (Exclusive use of park, reserve or facility for ceremony, celebration, recreational or other activity – section 11 (Use of a park reserve or facility for ceremony, celebration, recreational or other activity) of the authorising law), column 1, 'the authorising law' –

omit, insert –

Local Law No. 7 (Local Government Controlled Areas and Roads) 2013

- (6) Schedule 2, item 4 (Exclusive use of park, reserve or facility for ceremony, celebration, recreational or other activity – section 11 (Use of a park reserve or facility for ceremony, celebration, recreational or other activity) of the authorising law), column 3 –

omit, insert –

- (a) The permit holder must comply with liquor licencing requirements set out by the Office of Liquor and Gaming Regulation (OLGR) for the duration of the event.
- (b) The permit holder must hold current Public Liability Insurance for the duration of the event with a minimum cover of \$20 Million. The insurance company must be licensed to operate in Australia.

- (c) All electrical equipment must be tested and tagged and in current test date before use.
- (d) All portable electrical equipment being used during the event must be connected to a portable safety switch.
- (e) All portable safety switches must be tested at the start of each day, or before every use, to ensure the power cuts if there is power surge.
- (f) The permit holder may not transfer, assign or otherwise dispose of the permit to any other person or entity unless specifically authorised or approved by the local government.
- (g) Animals, not under effective control are not permitted unless otherwise signed.
- (h) Fireworks or naked flame are not permitted.
- (i) Smoking (including smoke machines) is not permitted inside the area.
- (j) No seating is to be brought into the area unless approved by the local government.
- (k) Vehicles are not permitted other than on designated roads, car park areas or nominated pathways.
- (l) Nails, barriers, ropes or similar fixings must not be erected, attached or used on the local government's infrastructure (e.g. walls, equipment) or vegetation.
- (m) Any local government property in the area must be left clean, tidy and undamaged.

- (n) Activities must not cause a nuisance (e.g. dust) to neighbouring facilities, properties or other users of the area.
- (o) The local government must be notified as soon as practicable of any loss of or damage to local government property.
- (p) Costs associated with Emergency Services, Security or Duty Officer callouts, cleaning or repairs will be the responsibility of the permit holder where an act or omission on their behalf has caused that to occur.
- (q) The permit holder is responsible for its members and all patrons onsite associated with the permit or event.
- (r) The approved permit must be kept on site at all times and must be produced when required.
- (s) The local government reserves the right to change the terms and conditions at any time or withdraw the permit if the local government is made aware of any concerns by the community or other means in regards to the conduct or holding of the activity.
- (t) A key bond deposit must be paid before keys to the facility will be issued.
- (u) Keys are to be collected from the Ipswich City Council Customer Service Centre and will not be available until the business day prior to the event. The keys must be returned to the Ipswich City Council Customer Service Centre between 10am and 4:30pm on the first business day following the event.
- (v) The Exclusion Zones within The Circle Zone at Robelle Domain must be kept clear to ensure access is not restricted for emergency services.

- (w) Any noise created by the event (ie use of amplifier equipment; music) must not cause any impact or nuisance to neighbouring facilities, properties or other uses of the location/facility.
 - (x) All tents, marquees, structures and rides (such as jumping castles) are to be secured at all times with sandbags.
 - (y) Dragging of tyres and heavy weights within area is not permitted at any time.
 - (z) Advertising signage is not permitted (including A-Frame types) and promotional or handout material is not to be distributed within any local government controlled area or road.
 - (aa) Confetti (including petals and rice) are not permitted.
 - (ab) No events are to be held on boardwalks/walkways or any other part of the area that would restrict pedestrian traffic.
- (7) Schedule 2, item 5 (Use of park reserve or facility for ceremony, celebration, recreational or other activity involving 100 or more people– section 9 (Permit regulated activity).) –
omit.
- (8) Schedule 2 –
insert –

Column 1 Regulated Activity	Column 2 Documents, material or information required to accompany application for permit	Column 3 Standard Condition
All permit regulated activities	(a) the name, address, telephone number and email address of the applicant for the permit;	

	<ul style="list-style-type: none"> (b) details of the activity to be carried out; (c) the grounds relied upon or the reason for the issue of a permit; (d) the period of time for which the permit is sought; (e) if the permit relates to a vehicle, the details of the vehicle, including make, model, year and vehicle registration, etc. (f) if the permit relates to a particular area or facility, the details of the area or facility the activity relates to, including whether the activity is proposed in relation to all or part of the area or facility; (g) if relevant, the anticipated number of attendees for the activity; (h) the prescribed fee; (i) any other relevant information. 	
Landscaping of a nature strip	<ul style="list-style-type: none"> (a) the location of the nature strip; (b) a landscaping plan detailing the design of the landscaping proposed to be carried out; (c) details in relation to the type of plants to be used and their suitability. 	<ul style="list-style-type: none"> (a) The landscape area must be no wider than [INSERT] and adjacent to the property boundary. (b) The landscape area must not be wider than [INSERT] adjacent to the road. (c) No constructed edging is permitted. (d) No irrigation is permitted. (e) The landscape area, including during construction, must not adversely impact: <ul style="list-style-type: none"> (i) The safety of pedestrians or cyclists in their normal use of a nature strip or bikeway; (ii) The visibility for motorists using the road or entering or exiting a residential driveway; (iii) Access to Council's or Statutory Authorities services; (iv) Nature strips or bikeway pavements; and (v) Safe passage of all road users.

		<p>(f) No landscape areas are permitted:</p> <p>(i) On nature strips less than 3 metres in width;</p> <p>(ii) Along unformed roads; and</p> <p>(iii) Within table drains or overland flow paths.</p> <p>(g) A 'Dial Before You Dig' search (ph 1100) must be undertaken before construction commences.</p> <p>NOTE: The property owner is responsible for locating and protecting underground public utility services such as gas, telecommunications, water, sewer and electricity.</p> <p>(h) Service fittings such as fire hydrants, water supply valves, water meters, junction boxes etc. must not be covered.</p> <p>(i) Any damage caused to public utility services as part of the landscaping must be reported to the relevant service authority as soon as possible and will be repaired at the property owner's expense.</p> <p>(j) Clearances between the edge of the landscape area and public utility service fittings must comply with the Minimum Clearance Distance outlined in the table below:</p> <table><tr><th>Service fittings</th><th>Maximum clearance (M) distance</th></tr><tr><td>Electricity service (pits and power poles)</td><td>0.8</td></tr><tr><td>Telstra junction box</td><td>1.0</td></tr><tr><td>Water meter</td><td>0.6</td></tr><tr><td>Water supply valve</td><td>1.0</td></tr><tr><td>Hydrant point</td><td>1.0</td></tr><tr><td>Sewerage main</td><td>0.6</td></tr><tr><td>Underground cables</td><td>1.0</td></tr></table> <p>(k) Obstruction of public infrastructure such as traffic signs, power poles and parking bays is not permitted.</p> <p>(l) Any damage caused to public infrastructure as part of the landscaping:</p> <p>(i) Must be reported to Council as soon as possible; and</p>	Service fittings	Maximum clearance (M) distance	Electricity service (pits and power poles)	0.8	Telstra junction box	1.0	Water meter	0.6	Water supply valve	1.0	Hydrant point	1.0	Sewerage main	0.6	Underground cables	1.0
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		<ul style="list-style-type: none"> (ii) Must be repaired at the property owner's expense. (m) The removal of Council maintained street trees or shrubs from the nature strip is not permitted. (n) Any landscaping shall be maintained by the resident to the following standards: <ul style="list-style-type: none"> (i) A maximum height of [INSERT]; (ii) All weeds above 200mm must be removed; (iii) Must be free draining; and (iv) Any litter must be removed. (o) The property owner is responsible for all costs associated with: <ul style="list-style-type: none"> (i) The construction and maintenance of the landscaping; and (ii) Complying with the conditions. (p) If the nature strip is part of a place entered in the Queensland Heritage Register under the <i>Queensland Heritage Act 1992</i>, the property owner is responsible for obtaining all required State approvals or exemptions prior to the commencement of work.
Carrying out works or interfering with a road or its operation	<ul style="list-style-type: none"> (a) Full details of the proposed works or interference including plans and specifications. (b) Details of all building work and other work to be carried out under the permit. (c) Details of the time and place at which the prescribed activity will be undertaken. (d) The proposed term of the approval. (e) The impact, if any, of the prescribed activity on pedestrian or vehicular traffic. (f) The materials, equipment and vehicles to be used in the undertaking of the prescribed activity. 	<p>The conditions of an approval may—</p> <ul style="list-style-type: none"> (a) require compliance with specified safety requirements; and (b) regulate the time within which the prescribed activity must be carried out; and (c) specify standards with which the prescribed activity must comply; and require the approval holder to— <ul style="list-style-type: none"> (i) carry out specified additional work such as earthwork and drainage work; and (ii) take out and maintain public liability insurance as specified by the local government and produce documentary evidence of the insurance to the local government before commencement of the prescribed activity; and (iii) give the local government specified indemnities; and (iv) maintain structures erected or installed, or vegetation planted, under the approval, in good condition; and

	<p>(g) Plans and specifications detailing—</p> <p>(i) the relevant part of the road that is to be used for the undertaking of the prescribed activity; and</p> <p>(ii) the proposed location of each structure and item of equipment to be used in the undertaking of the prescribed activity; and</p> <p>(iii) the type and location of any utility, service or infrastructure to be used in the undertaking of the prescribed activity.</p> <p>(h) If requested— a traffic management plan which details—</p> <p>(i) anticipated pedestrian and vehicular traffic which will be created by the undertaking of the prescribed activity; and</p> <p>(ii) anticipated impact of the undertaking</p>	<p>(v) remove a structure erected or installed, under the approval, at the end of a stated period; and</p> <p>(vi) exhibit specified signage warning about the conduct of the prescribed activity; and</p> <p>(vii) if the undertaking of the prescribed activity results in damage or loss of amenity to a local government controlled area or a road — promptly rectify the damage or loss of amenity.</p> <p>(d) The conditions of an approval may require the approval holder to take specified measures to—</p> <p>(i) prevent harm to human health or safety of persons involved in, or affected by, the undertaking of the prescribed activity; and</p> <p>(ii) prevent loss of amenity or nuisance resulting from the undertaking of the prescribed activity; and</p> <p>(iii) ensure that the undertaking of the prescribed activity does not cause unsafe movement or obstruction of vehicular or pedestrian traffic.</p>
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	<p>of the prescribed activity on the movement of pedestrian and vehicular traffic in the area surrounding the place at which the prescribed activity is to be undertaken; and</p> <p>(iii) how the applicant will minimise the impact of the undertaking of the prescribed activity on the movement of pedestrian and vehicular traffic in the area surrounding the place at which the prescribed activity is to be undertaken.</p> <p>(i) If requested — a report, study or certification from a suitably qualified person about —</p> <p>(i) the undertaking of the prescribed activity generally; or</p> <p>(ii) a specific aspect of the undertaking</p>	
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	<p>of the prescribed activity.</p> <p><i>Examples—</i></p> <ul style="list-style-type: none"> • A certificate of a registered professional engineer about the structural adequacy of a structure, improvement or building to be used in the undertaking of the prescribed activity. • A certificate of a registered professional engineer about the extent to which the undertaking of the prescribed activity will comply with relevant requirements of the Department of Transport and Main Roads' Manual of Uniform Traffic Control Devices. 	
Personal tributes	<p>(a) the location and real property description of where the personal tribute is to be placed;</p> <p>(b) details of the personal tribute, including a map or diagram which clearly shows the location of the facility for which the personal tribute is being proposed;</p> <p>(c) the period for which the personal tribute is to be placed;</p> <p>(d) details of the proposed maintenance of the tribute.</p>	<p>(a) The personal tribute will be designed, constructed or placed as approved by Council.</p> <p>(b) The applicant is responsible for any repair or maintenance of the tribute.</p> <p>(c) The tribute must be maintained in a clean, tidy and satisfactory condition and any damage, including graffiti, must be removed by the applicant promptly.</p> <p>(d) Council retains the right to use the land adjacent to the tribute as it deems appropriate, up to and including the moving of the tribute to another location where fixed to Council infrastructure. Every attempt will be made to ensure infrastructure is relocated as close to the original location as feasible.</p> <p>(e) Council maintains the right to remove or relocate the tribute should the site be redeveloped for an alternative use or significantly changed in character. Council does not guarantee the retention of any personal tribute beyond the life of the infrastructure to which it is affixed.</p> <p>(f) All plaques surrendered to Council shall be disposed of in accordance with the relevant Council policy.</p> <p>(g) Personal tributes which have been placed in any location without authorisation, or which do not comply</p>

		with the conditions of a permit may be removed by the local government.
Seasonal Sports Use		<p>1. Definitions</p> <p>Claims – liabilities, losses, penalties, payments, costs, charges, expenses including in negligence, trespass, some other tort, contract, under statute or otherwise and whether direct, indirect or consequential in relation to:</p> <ul style="list-style-type: none"> (a) the use or occupation of the Site by you or Your People; or (b) any personal injury to, death of or property damage suffered by, any of Your People when on the Site; or (c) your breach of this permit. <p>Consumables – payments for facilities and services listed in the Permit Details.</p> <p>Council – Ipswich City Council.</p> <p>Delegate – a staff member from Council with the authority to discuss and approve your permit/licence</p> <p>Local Laws – Ipswich City Council Local Laws</p> <p>Priority Use Hours – the Hours of Use during the Periods Covered during the Term if any Hours of Use are specified in the Permit Details, or otherwise all hours during the Term.</p> <p>Schedule of Fees and Charges – the schedule of fees and charges forming part of Council's adopted budget from time to time.</p> <p>Term – the period from the Start Time on the Start Date until the Finish Time on the Finish Date or the earlier date on which this permit is revoked or cancelled.</p> <p>You/your – the Permittee.</p> <p>Your People – your employees, members and volunteers, and any other person who comes to the Site at your express or implied invitation.</p> <p>2. Overview</p> <p>2.1 Council gives you the right to use the Premises during the Term on the terms and conditions of this permit.</p> <p>2.2 Council retains possession of the Premises. This permit does not give you any interest in, nor does it give you exclusive possession of, the Premises. You cannot exclude Council or its employees or agents from the Premises at any time.</p> <p>2.3 The rights given to you by this permit are personal to you. You cannot transfer or mortgage those rights to any other person.</p> <p>3. Payments</p>

		<p>3.1 At the start of each Permit Fee Period, you must pay the Permit Fee Amount to Council. Each of these payments is the Permit Fee in advance for that Permit Fee Period.</p> <p>3.2 You are not entitled to any refund of a Permit Fee paid in advance for a Permit Fee Period, even if this permit is revoked or cancelled or ends before the end of that Permit Fee Period, unless Council in its discretion decides to give you a refund.</p> <p>3.3 You must pay for Consumables for the Premises during the Term. If a Consumable for the Premises during the Term covers a period during which the Premises were used by you and by someone else, Council will apportion the amount of the Consumable on a fair basis decided by Council and you must pay your share as apportioned by Council.</p> <p>4. Bond Amount</p> <p>4.1 You must pay the Bond Amount to Council before the Start Date. Council may deny you and Your People the exercise of any rights under this permit until you do so.</p> <p>4.2 Council may use the Bond Amount to:</p> <ul style="list-style-type: none"> (a) satisfy your obligation to make a payment under this permit that you have not paid on time; or (b) compensate Council for any cost, loss or expense paid or incurred by Council due to a breach by you of this permit; or (c) deduct an amount payable by you to Council and referred to in subclause 7.5; or (d) satisfy any Claims against Council which are covered by your release or indemnity under subclause 8.2. <p>4.3 If Council uses any of the Bond Amount under subclause 4.2 and gives you notice requiring you to do so, you must restore the Bond Amount by paying to Council the amount used. Council may deny you and Your People the exercise of any rights under this permit until you do so.</p>
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		<p>4.4 Council will refund the Bond Amount to you if and to the extent that:</p> <ul style="list-style-type: none"> (a) there is a Bond Amount; and (b) you have paid the Bond Amount to Council; and (c) the End Date has arrived; and (d) the inspection referred to in subclause 7.2 has occurred; and (e) Council has not used and is not entitled to use the Bond Amount under subclause 4.2; and (f) Council does not have a legal obligation to pay the Bond Amount to anyone else. <p>4.5 You agree with Council to contract out of sections 95 (to the extent it would require Council to give a notice to the Applicant), 96, 117, 118 (to the extent it allows Council to give a notice to you), 120, 121(4), 123, 125, 126, 128, 129, 130 (to the extent it allows Council to give a notice to you), 132(3)(d), 132(4), 134(1), 135, 142, 143 and 157(1) of the <i>Personal Property Securities Act 2009</i> so that those sections will not apply in respect of the Bond Amount or any security interest in the Bond Amount held by Council.</p> <p>4.6 Council may, on its own initiative and at any time, lodge and register a financing statement or a financing change statement under the <i>Personal Property Securities Act 2009</i> in relation to any security interest created by this permit.</p> <p>5. Use of the Premises</p> <p>5.1 Subject to clause 10, you and Your People may use the Premises during the Priority Use Hours for the conduct of Permitted Activities. During the Priority Use Hours, you and Your People may use the other parts of the Site that are set apart for access to the Premises, to access the Premises.</p> <p>5.2 You must not use the Premises at any time:</p> <ul style="list-style-type: none"> (a) for a purpose other than the conduct of Permitted Activities; or (b) outside the Priority Use Hours (except under clause 11).
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		<p>5.3 You must not obstruct public access to and use of the Site.</p> <p>5.4 You must ensure that:</p> <ul style="list-style-type: none"> (a) any electrical equipment that you or Your People use on the Premises is regularly inspected (at three-monthly intervals at a minimum) and is safe and fit for its purpose; and (b) any extension cord that you or Your People use on the Premises does not exceed 25 metres in length; and (c) you and Your People do not use any double adaptors or "piggy back" plugs on the Premises; and (d) any generator that you or Your People use on the Premises is fitted with a working residual-current device (RCD). <p>5.5 All fixtures to the Site (buildings and things that are fixed to the land or a building, such as light towers, lights, coldrooms, gas control units and pipes, bars, carpets and so on) become, subject to any provisions of the <i>Land Act 1994</i>, including section 34H and 66 of the <i>Land Act 1994</i>, the property of Council as soon as they become fixtures.</p> <p>5.6 In accordance with Council's smoke free environment policy, smoking is prohibited within all buildings owned by or under the trusteeship of Council. You must not allow, and must do your best to prevent or stop, smoking by any of Your People in any building on the Site.</p> <p>5.7 You must not apply for, or change (including by extending the hours of operation), a liquor licence or liquor permit for the Site unless you have the approval of the Delegate to do so.</p> <p>5.8 You must not carry out any gaming or gambling activities on the Site.</p> <p>5.9 Unless you have the approval of the Delegate to do so, you must not:</p> <ul style="list-style-type: none"> (a) construct anything, or install a fixture, on the Site; or (b) alter or fence the Site; or (c) display any signs on the Site; or (d) carry out any earthworks or building work on, or modify, the Site; or
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		<p>(e) destroy, damage or remove any trees, shrubs or landscaping on the Site.</p> <p>5.10 You must comply with all laws (including Council's local laws and subordinate local laws) in relation to the use of the Premises, for example:</p> <p>(a) you must comply with the <i>Environmental Protection Act 1994</i> and the Environmental Protection (Noise) Policy 2008 in relation to noise levels, operating hours and other matters concerning the use of sound amplification equipment; and</p> <p>(b) you must comply with the <i>Food Act 2006</i> and the Food Regulation 2006 in relation to the sale of food; and</p> <p>(c) you must comply with the <i>Electrical Safety Act 2002</i> and the Electrical Safety Regulation 2002.</p> <p>5.11 You must not use the Site in a way that causes unreasonable annoyance, disturbance or nuisance to other users of the Site, neighbours of the Site, Council or the community.</p> <p>5.12 If Council has set aside any part of the Premises for the use of another person or organisation for the storage of goods, you must not use or access that part of the Premises or move or interfere with any goods stored there.</p> <p>6. Maintenance and Management</p> <p>6.1 You must ensure that:</p> <p>(a) during the Term you keep, and at the end of the Term you leave, the Premises (and any part of the Site used or accessed by Your People) clean and tidy and in the same condition as at the start of the Term; and</p> <p>(b) you fix any damage done to the Premises (and any part of the Site used or accessed by Your People) during the Term, except to the extent that the damage was due to fair wear and tear or was done by someone other than Your People.</p>
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		<p>6.2 In addition to your general obligations under subclause 6.1, if there is a maintenance schedule attached to this permit which sets out specific maintenance obligations, you must comply with the obligations set out in the maintenance schedule.</p> <p>6.3 You must not perform any other maintenance at the Site unless you have the approval of the Delegate, or you are obliged by this permit, to do so. If you perform any maintenance at the Site:</p> <ul style="list-style-type: none"> (a) you must perform the maintenance to a standard satisfactory to Council; and (b) Council may recover from you, as a debt, any expense incurred by Council in rectifying any maintenance that was not performed to that standard. <p>6.4 At the end of the Term, you must remove all of your goods, and those of Your People, from the Site. If any of those goods remain on the Site:</p> <ul style="list-style-type: none"> (a) Council may remove, store, sell or deal with the goods and treat them as Council's property; and (b) Council may recover from you, as a debt, any expense incurred by Council in doing so; and (c) you will be liable for any Claims made against Council for doing so; and (d) Council does not have to give you any proceeds from selling or dealing with the goods. <p>6.5 You must ensure that no glass containers are used by you or Your People on the Site and that all cans and ring tops are disposed of properly.</p> <p>7. Condition Reports</p> <p>7.1 On or about on the Start Date, representatives of yours and Council are to jointly prepare and sign a condition report that describes the condition of the Premises, lists any goods belonging to Council which are included with the Premises and describes the condition of those goods. If a representative of yours</p>
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		<p>does not jointly prepare the condition report with Council or does not sign it, Council may itself prepare and sign the condition report and give it to you. The condition report referred to here is called the Entry Condition Report.</p> <p>7.2 At the Finish Date, you must arrange for a representative of yours to carry out an inspection of the Premises with a representative of Council. The purpose of the inspection is to:</p> <ul style="list-style-type: none"> (a) compare the current condition of the Premises with their condition as documented in the Entry Condition Report; and (b) ascertain whether any goods listed in the Entry Condition Report are still in the Premises and compare their current condition with their condition as documented in the Entry Condition Report; and (c) jointly prepare a condition report documenting those matters and recording any points of disagreement. <p>7.3 If at the time of the inspection the condition of the Premises is not the same as their condition as documented in the Entry Condition Report, you must pay for any repairs required by Council to restore the Premises to that condition.</p> <p>7.4 If at the time of the inspection:</p> <ul style="list-style-type: none"> (a) any goods listed in the Entry Condition Report are missing from the Premises, you must pay Council to replace them; or (b) the condition of any goods is not the same as their condition as documented in the Entry Condition Report, you must pay for any repairs required by Council to restore the goods to that condition (or to replace the goods if, in Council's reasonable opinion, the goods can't be economically repaired). <p>7.5 The amounts payable by you under subclause 7.3 or 7.4 are the amounts reasonably estimated by Council as the cost of the repairs or replacement.</p> <p>8. Your Liabilities and Insurance</p> <p>8.1 You are responsible for the acts, omissions and conduct of Your People.</p>
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		<p>For the purposes of this permit, an act, omission or conduct of any of Your People has the same effect as if it was your own act, omission or conduct.</p> <p>8.2 Both during the Term and after the end of the Term:</p> <ul style="list-style-type: none"> (a) you release Council and its employees and agents from all Claims, except to the extent that the Claims arise from their negligence; and (b) you indemnify Council and its employees and agents from and against all Claims, except to the extent that the Claims arise from their negligence. <p>8.3 You must hold, and maintain throughout the Term, public liability insurance:</p> <ul style="list-style-type: none"> (a) in your name and with Council's interest noted; and (b) which covers you per claim in at least the amount of the Minimum Public Liability Insurance Cover; and (c) which covers you for claims made against you in relation to all activities comprised in the Permitted Activities; and (d) which is held with an insurer on the register of insurers authorised to conduct new or renewal insurance business in Australia kept by APRA under the <i>Insurance Act 1973</i> or else is approved by Council; and (e) which is on terms that are usual for the type of insurance concerned in the Australian market or else are approved by Council. <p>8.4 Before the Start Date, you must give Council evidence satisfactory to Council of the currency of the insurance required by subclause 8.3 as at the Start Date. Council may deny you and Your People the exercise of any rights under this permit until you do so.</p> <p>8.5 If required (both during the Term and after the end of the Term), you must give Council evidence satisfactory to Council of the currency of the insurance required by subclause 8.3 as at any date during the Term. Council may deny you and Your People the</p>
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		<p>exercise of any rights under this permit during any period of the Term for which Council is not satisfied that you hold the insurance required by subclause 8.3.</p> <p>8.6 Any goods that you or Your People store on the Premises or at the Site are there entirely at your risk and:</p> <p>(a) both during the Term and after the end of the Term, you must release and indemnify Council and its employees and agents from all Claims relating to the goods or their storage, except to the extent that the Claims arise from their negligence; and</p> <p>(b) it is your responsibility to insure the goods against the risk of any loss, damage or destruction while they are on the Premises or at the Site.</p> <p>9. Keys</p> <p>9.1 Council will lend you a maximum of the Number of Key Sets for accessing the Premises, when you pay the key deposit specified in the Schedule of Fees and Charges for each key.</p> <p>9.2 Council may lend you a replacement key or extra keys if you make a written request to the Delegate. Council may do so on the condition that you forfeit a key deposit, pay another key deposit or both.</p> <p>9.3 You must keep the keys under your control and tell Council immediately if you lose a key.</p> <p>9.4 You must return to Council all keys that Council has lent to you, within 14 days after the end of the Term. If you do not return a key, you forfeit the key deposit for it. If you return a key, Council will refund the key deposit for it.</p> <p>10. When you cannot use the Premises during the Priority Use Hours</p> <p>10.1 Council may require you and Your People not to use the Premises during specified hours on a specified date or dates during the Priority Use Hours.</p> <p>10.2 Council will exercise this right only if Council requires:</p> <p>(a) the use of the Premises to conduct an event; or</p>
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		<p>(b) exclusive access to the Premises to conduct maintenance or other work; or</p> <p>(c) to allow another person or group to use the Premises to conduct an event.</p> <p>10.3 For any hours during which Council requires you not to use the Premises under subclause 10.1, you and Your People must not use the Premises other than for:</p> <p>(a) storing goods in any part of the Premises or on the Site that Council has set aside for your exclusive use for the storage of goods; or</p> <p>(b) accessing that part of the Premises or Site to put away, collect or check on the goods stored there without disrupting any event or work being conducted at the Premises.</p> <p>11. When you can use the Premises outside the Priority Use Hours</p> <p>11.1 You and Your People may use the Premises during the Term outside the Priority Use Hours for Permitted Activities with Council's permission during specified hours on a specified date or dates.</p> <p>11.2 The terms of this permit apply to any such use of the Premises as if the specified hours were part of the Priority Use Hours.</p> <p>12. Your Obligation to Comply with Council Policies</p> <p>12.1 You must comply with the Council Policies during the Term.</p> <p>12.2 It is intended that copies of the Council Policies will be attached to this permit. If a copy of a Council Policy is not attached to this permit, you must nevertheless comply with it and therefore you should ask Council for a copy before signing this permit.</p> <p>12.3 If there is any inconsistency between the Council Policies and this permit, this permit prevails to the extent of the inconsistency.</p> <p>13. Administration of Permit</p> <p>13.1 You must nominate a contact person for the purposes of this permit. You may change the nomination of the contact person by giving notice to</p>
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		<p>Council. The contact person is taken to have your authority to deal with Council for the purposes of this permit (including receiving notices to you). Until and unless you notify Council otherwise, the contact person is the Nominated Contact Person. You must notify Council if the contact person you have nominated ceases to be an officeholder, employee or nominee of yours or otherwise associated with the conduct of your activities.</p> <p>13.2 You must maintain a post office box during the Term and notify Council of the post office box number and any changes. Council may give you a notice under this permit by sending it by mail to the post office box.</p> <p>13.3 Council may conduct an audit about your use of the Premises at any time. If Council requires you to give information to Council or to allow Council to access, review and copy any records for the purpose of such an audit, you must comply with Council's requirement.</p> <p>13.4 If this permit provides for Council or the Delegate to give an approval:</p> <ul style="list-style-type: none"> (a) if you want the approval, you must apply in writing for it; and (b) the approval is given only if it is in writing; and (c) Council or the Delegate (as the case requires) may give or refuse the approval, or give it conditionally, in their discretion; and (d) if the approval is given conditionally, you must comply with the conditions. <p>14. Revocation and Cancellation of Permit</p> <p>14.1 Council may revoke this permit without giving you any prior notice if:</p> <ul style="list-style-type: none"> (a) you cease to be incorporated under the law under which you were incorporated when you entered into this permit; or (b) you become subject to any form of external administration (such as liquidation or the appointment of a receiver of any of your property); or (c) you are insolvent; or
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		<p>(d) you cease to be an entity whose primary object is not directed at making a profit; or</p> <p>(e) you fail to comply with Council's local laws.</p> <p>14.2 On the revocation or cancellation of this permit, Council can still enforce your obligations under this permit:</p> <p>(a) to pay money to Council; or</p> <p>(b) that accrued before the end of the Term; or</p> <p>(c) that are expressed to apply after the end of the Term.</p> <p>15. Other Provisions</p> <p>15.1 If the Site is freehold land:</p> <p>(a) Council may, by written notice to you, revoke this permit for contravention of a condition of this permit; and</p> <p>(b) before revoking this permit, Council must written notice inviting you to make written representations about the proposed revocation within a reasonable time fixed in the notice and, if you make written representations within the time allowed in the notice, take the representations into account.</p> <p>15.2 If the Site is a reserve or trust land:</p> <p>(a) this permit is a trustee permit under section 60 of the <i>Land Act 1994</i>; and</p> <p>(b) section 65 of the <i>Land Act 1994</i> provides that Council or the Minister administering the <i>Land Act 1994</i> may cancel this permit if you do not comply with the provisions of this permit, and that the Minister may cancel this permit if satisfied cancellation would be in the public interest; and</p> <p>(c) Council or the Minister must give you 28 days' notice of their intention to cancel this permit and under section 65 of the <i>Land Act 1994</i> no person has a right to a claim for compensation for the cancellation; and</p> <p>(d) you may not construct any structural improvements on the Site; and</p> <p>(e) you must hold this permit so that the Site may be used for</p>
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		<p>the community purpose for which it was reserved or granted in trust without undue interruption or obstruction; and</p> <p>(f) you do not have any right to renew this permit or to be given a more secure tenure over the Site.</p> <p>15.3 Headings in the Permit Conditions are for reference purposes only and must be ignored in the interpretation of this permit.</p> <p>15.4 Any Special Conditions prevail over anything inconsistent in the Permit Conditions, but only to the extent of the inconsistency.</p>
Accessing Ipswich City Mall by vehicle		<p>(a) The vehicle, the subject of this approval must, whilst in or upon the Ipswich City Mall, be used strictly and only in accordance with the provisions of <i>Local Law 7 (Local Government Controlled Areas and Roads)</i></p> <p>(b) Vehicles no larger than four tonnes (gross vehicle mass – loaded weight) and 3.5m in height are permitted. However emergency vehicles are permitted at all times.</p> <p>(c) Unless sooner revoked, this approval shall remain in force from the starting date up to and including the expiry date written on the face of this approval.</p> <p>(d) Upon breach of any or all of the conditions of this permit, the permit may be revoked by Council, or an authorised person.</p> <p>(e) This permit must be kept in the vehicle and displayed at all times so as to be visible from the outside.</p> <p>(f) The permit holder is required to hold or obtain public liability insurance of \$20 million and shall indemnify the Ipswich City Council for any damages arising from permit activities.</p> <p>(g) Vehicle hazard lights are to be flashing whenever the vehicle is moving within the Mall</p> <p>(h) The special purpose vehicle permit must be presented to authorised persons and/or the police upon request, failure to do so will result in your vehicle being escorted from the mall area and/or the issue of an offence notice.</p>

Personal training		<p>(a) Personal training must not take place on sporting grounds, including but not limited to, ovals, cricket pitches and netball courts. All activity must take place outside of the sporting area perimeter.</p> <p>(b) Large and / or heavy structures (e.g. marquees, sound system, lights, weight benches, exercise bikes) are not permitted within the area.</p>
Accessing private property through, via or over a local government controlled area		<p>(a) Vehicle access is for the purpose stated in the permit and not for any other purpose.</p> <p>(b) The permit holder must take all reasonable measures to ensure the safety of other park users.</p> <p>(c) No more than one vehicle may access the permitted area at any one time.</p> <p>(d) Vehicle speed in the permitted area may not exceed 5km per hour.</p> <p>(e) Vehicle travel must be restricted to the most safe and direct route from the access gate to the property boundary.</p> <p>(f) Vehicles must not be driven closer than 10 metres to any constructed recreational facility within the local government controlled area.</p>

12 Amendment of sch 3 (Prohibited activities)

(1) Schedule 3 –

insert –

All local government controlled areas or roads	A ceremony or funeral service (other than within a cemetery), where human remains are to be displayed for viewing as part of the ceremony or service.
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(2) Schedule 3, item 6 (All local government controlled areas and roads), column 3 –

omit, insert –

1. Act in a way or do anything that unreasonably disturbs or is likely to disturb:
 - (a) another person's enjoyment of the local government controlled area; or
 - (b) the reasonable use or enjoyment of land adjacent to the local government controlled area;
2. Break in a horse;
3. Remove, alter, deface, damage or otherwise interfere with any advertisement exhibited by the local government;
4. Interfere with any structure, plant, turf, sand, clay, soil or other material;
5. Dispose of any rubbish of any kind other than in a waste container provided for that purpose;
6. Deposit, store or abandon any goods, spoil, garden refuse or materials of any kind;
7. Otherwise do any act or omit to do any act which pollutes, fouls, litters or interferes with a local government controlled area or road, including to graffiti the surface of any structure, concreted or paved area or vegetation within a park with paint or ink;
8. Play golf, other than on a designated golf course;
9. Post or affix bills, posters or advertisements;
10. Cause, permit or allow a water tap to run water to waste;

11. Remove from the park any timber or wood provided by the local government for use as firewood; or
12. Light or maintain a fire other than in a fireplace or barbeque constructed or provided by the local government.

13 Insertion of new sch 4

After Schedule 3 –

insert –

Schedule 4 Use of local government controlled areas

Local government controlled area	Standard condition
All local government controlled areas	<p>A person must not—</p> <ol style="list-style-type: none">(a) use indecent, obscene, insulting or threatening language in a Public Place/Council Facility; or(b) behave in an offensive, threatening or indecent manner in a Public Place/Council Facility; or(c) by disorderly conduct cause serious alarm or affront to a person in a Public Place/Council Facility; or(d) obstruct a council officer in the performance of that council officer's work or duties in a Public Place/Council Facility; or(e) cause annoyance or inconvenience to any other person in a Public Place/Council Facility; or(f) stand or loiter to the inconvenience, annoyance or obstruction of any person in a Public Place/Council Facility; or(g) carry or convey any article or substance of an offensive or indecent character or any article of any length or dimension as to be an inconvenience, obstruction, danger or hazard to any person in a Public Place/Council Facility; or(h) place or cause or permit to be placed in a Public Place/Council Facility anything whatsoever so as to be an inconvenience, obstruction, danger or hazard to any person in a Public Place/Council Facility; or(i) deface, mark or damage a building, structure, fitting or fixture in a Public Place/Council Facility; or(j) obstruct, hinder or prevent the free passage of any person or vehicle in a Public Place/Council Facility; or

	<ul style="list-style-type: none"> (k) do or say anything to hinder or interfere with the proper progress or conduct of an authorised activity in a Public Place/Council Facility; or (l) contravene any restriction to which the person's entry to a Public Place/Council Facility; or (m) enter any part of a Public Place/Council Facility when excluded or banned by the direction of an authorised person; or (n) if the person is more than five years of age, enter into any part of a Public Place/Council Facility which is set apart for the exclusive use of the opposite sex, other than for the purpose of rendering emergency assistance; or (o) enter into a Public Place/Council Facility if the person is intoxicated or under the influence of a dangerous drug; or (p) carry into a Public Place/Council Facility or otherwise possess any alcohol or dangerous drug; or (q) expose to view any obscene book, print, picture, drawing or painting in a Public Place/Council Facility; or (r) wilfully expose his or her person in a Public Place/Council Facility; or (s) create or take part in any disturbance in a Public Place/Council Facility.
Local government swimming pools	<p>A person must not—</p> <ul style="list-style-type: none"> (a) if the person is more than five years of age, enter into any part of a public swimming pool complex which is set apart for the exclusive use of the opposite sex, other than for the purpose of rendering emergency assistance; or (b) be under the influence or in possession of alcohol or drugs will not be permitted into the a public swimming pool complex; or (c) carry into a public swimming pool complex or otherwise possess any alcohol or dangerous drug; or (d) deposit any litter, scraps, waste material or rubbish of any kind in a public swimming pool complex other than in a waste receptacle provided by the local government; or (e) expectorate in a public swimming pool complex; or (f) carry out regulated conduct in a public swimming pool complex; or (g) deface, mark or damage a building, structure, fitting or fixture in a public swimming pool complex; or

	<p>(h) foul or pollute the water in a swimming pool in a public swimming pool complex; or</p> <p>(i) foul or soil a shower room, dressing room or other facility in a public swimming pool complex; or</p> <p>(j) enter into a swimming pool in a public swimming pool complex unless the person has thoroughly washed using a shower facility in the public swimming pool complex; or</p> <p>(k) enter into a swimming pool in a public swimming pool complex if the person has an infectious, contagious or offensive disease, illness or skin complaint; or</p> <p>(l) enter into or depart from a swimming pool in a public swimming pool complex or a public swimming pool complex other than by means of a designated entrance or exit; or</p> <p>(m) dunk another person under the water in a swimming pool in a public swimming pool complex; or</p> <p>(n) throw another person into a swimming pool in a public swimming pool complex; or</p> <p>(o) enter into a dressing room cubicle or a shower room cubicle which is being used by another person in a public swimming pool complex without the consent of the other person; or</p> <p>(p) interfere with any towel, clothing or other thing belonging to another person in a public swimming pool complex; or</p> <p>(q) use soap or any other substance in a swimming pool in a public swimming pool complex which causes or may cause the water in the swimming pool to become turbid or otherwise unfit for the purpose of swimming; or</p> <p>(r) throw a stone or other article into a swimming pool in a public swimming pool complex; or</p> <p>(s) lead, carry or otherwise allow an animal to enter a public swimming pool complex; or</p> <p>(t) enter into a public swimming pool complex unless the person has paid the entry fee specified by the local government from time to time or is the holder of a season ticket issued by the local government; or</p> <p>(u) dress, undress or otherwise remove or disarrange any part of the person's bathing costume in a public swimming pool complex, other than in a dressing room, shower room or toilet; or</p> <p>(v) incorrectly state their age or the age of another person for the purpose of purchasing a season ticket for the public swimming pool complex; or</p>
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	<p>(w) expose to view any obscene book, print, picture, drawing or painting in a public swimming pool complex; or</p> <p>(x) wilfully expose his or her person in a public swimming pool complex; or</p> <p>(y) use any profane, indecent or obscene language in a public swimming pool complex; or</p> <p>(z) behave in a threatening, abusive or insulting manner to another person in a public swimming pool complex; or</p> <p>(aa) by disorderly conduct cause serious alarm or affront to a person in an aquatic centre; or</p> <p>(bb) cause annoyance or inconvenience to any other person in an aquatic centre; or</p> <p>(cc) stand or loiter to the inconvenience, annoyance or obstruction of any person in an aquatic centre; or</p> <p>(dd) run around or dive into a swimming pool in an aquatic centre; or</p> <p>(ee) create or take part in any disturbance in an aquatic centre; or</p> <p>(ff) obstruct a council officer in the performance of that council officer's work or duties in an aquatic centre; or</p> <p>(gg) carry or convey into an aquatic centre or otherwise possess within an aquatic centre a glass receptacle; or</p> <p>(hh) teach, train or coach any other person or persons in any aquatic sports for a fee or reward within an aquatic centre, without first obtaining the permission of the local government; or</p> <p>(ii) if a person holds a swim pass issued in their name, allow another person to use the swim pass to gain access to an aquatic centre; or</p> <p>(jj) use a swim pass issued in the name of another person to gain or attempt to gain access to an aquatic centre; or</p> <p>(kk) use unapproved floatation devices for small children without security strap/bottom support seat; or</p> <p>(ll) use video cameras, still camera and mobile cameras in change rooms/shower rooms/toilet facilities; or</p> <p>(mm) take an infant into the water without a swim nappy; or</p> <p>(nn) dress in a manner that causes offense to another person in an aquatic centre; or</p> <p>(oo) leave children under the age of 13 unattended, with all children under 5 and non/weak swimmers keep in arms reach at all times; or</p> <p>(pp) disobey directives from venue staff, Council officers and or signage at the public swimming pool complex.</p>
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