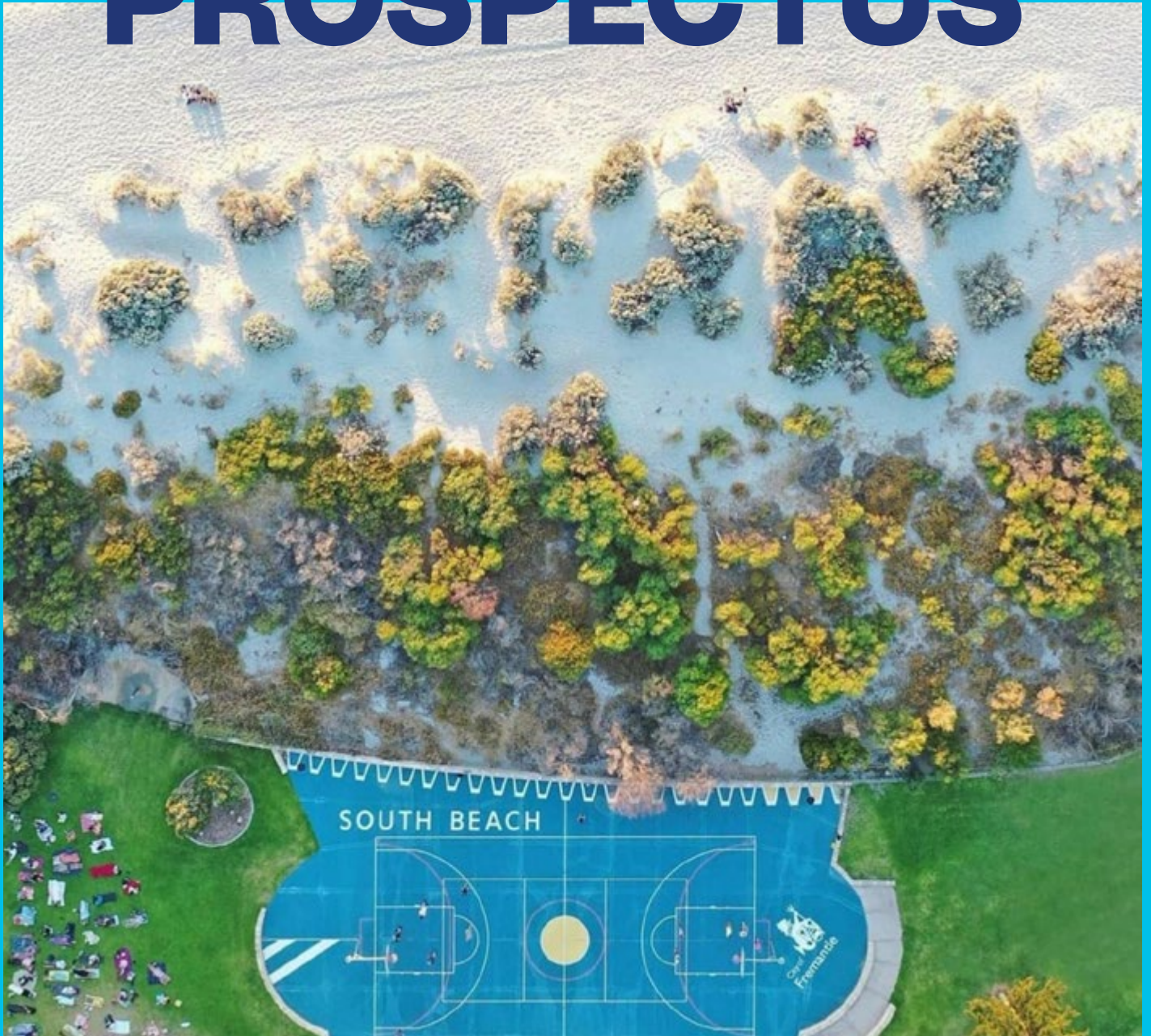


# SEASONAL TRADING PROSPECTUS



The City of Fremantle acknowledges the Whadjuk people as the Traditional Owners of the greater Walyalup area, we respect their spiritual relationship with their country, and we recognise their cultural and heritage beliefs are still important today.



## CONTENTS

|                                          |    |
|------------------------------------------|----|
| What is seasonal trading?                | 3  |
| Guiding principles                       | 4  |
| Snapshot of Fremantle                    | 6  |
| Seasonal trading application process     | 8  |
| Seasonal trading permit locations        | 9  |
| Seasonal trading schedule                | 15 |
| Terms and conditions of seasonal trading | 16 |





# WHAT IS SEASONAL TRADING?

Any short term or temporary selling activity in the public place. Typically, this involves temporary infrastructure that is removed from the public space at the end of trade each day. Seasonal trading permits are issued biannually (winter – summer).

## CITY OF FREMANTLE SEASONAL TRADING

Seven sites have been identified as suitable for seasonal trading activity with each site offering different opportunities. We are looking for exciting and innovative small businesses and entrepreneurs to bring an idea to life at one of our iconic locations.

Fremantle attracts huge numbers of domestic, interstate, and international visitors each year providing any seasonal trading business a stream of potential customers. Each site is different so be sure to review our recommendations for the types of businesses we think are suited to each location.

The City has developed a set of principles that will be used as the criteria to assess applications. These guiding principles will deliver the best outcome for the community, visitors, and traders.

## WHAT ARE WE LOOKING FOR?

- Sustainable businesses that are self-sufficient with power, water, and waste
- Trading that focusses on leisure/ recreation activity
- Suitable businesses that fill a gap in the market and enhance the visitor experience
- Businesses that align with the City of Fremantle's brand values of *spirit, soul and sea*.

## WHAT ARE WE NOT LOOKING FOR?

- Food and beverage businesses – we have a separate food vehicle application that can be found here: **unique food vehicle project**
- Businesses that will directly compete with established businesses in the local area.





# GUIDING PRINCIPLES

Seasonal trading activity must be consistent with the City's vision *Fremantle: a destination city*, and the City's *This Is Fremantle* brand values of spirit, soul, and sea.





Traders who wish to apply for a seasonal trading permit must ensure their proposed activity is aligned with the following weighted criteria:

### **1. ACCESSIBILITY (15%)**

Trading activity should be integrated into the location in a way that doesn't compromise existing uses, access, and pedestrian safety.

### **2. UNIQUE, DISTINCTIVE, DIVERSE AND ENGAGING (15%)**

Trading activity should create interesting and diverse activity to encourage people to stay longer in Fremantle. It should fill a gap in the market and have a tourist appeal with a variety and range of products, services and activities that are complementary to the location.

### **3. SAFETY (20%)**

Trading activity must be compliant, mobile (ability to be removed within 12 hours), should create comfortable and safe ambience for the community and not compromise the public amenity.

Activities should be non-invasive and respectful, should improve the environment and promote accessible places that encourage a feeling of safety and community participation.

### **4. ATTRACTIVE AND HIGH QUALITY (15%)**

The design and appearance of infrastructure or equipment associated with trading activity should complement Fremantle's character and the streetscape of the location.

Activities should be innovative and vibrant, be structurally sound and should create a seamless and attractive addition to the location.

### **5. SUSTAINABLE (20%)**

Trading activity must be environmentally sustainable and integrate environmentally friendly practices in their operations.

### **6. SUITABLE (15%)**

Trading activity must be considered suitable and acceptable in relation to its public appeal and amenity. Criteria such as evidence of quality, noise levels, risk management and the use of dangerous goods will be assessed in relation to the suitability of the trading activity.





# SNAPSHOT OF FREMANTLE

Fremantle is the most eclectic and spirited seaside destination in the world. It's a maritime city with spirit and soul, full of vibrancy, colour and culture. As one of the most visited destinations in Western Australia, Fremantle offers a unique opportunity for seasonal traders to capitalise and contribute to our world class tourism offering.





Here is a snapshot of what is available in Fremantle, the support we bring to the table, and what to expect after setting up your seasonal trading business:

## VISITATION

- Up to one million visitors a year
- (878,000 21/22)
- In 2022 TIME® Magazine named Fremantle as one of the world's greatest places and in 2016 Fremantle was named as a top ten city in the Lonely Planet Best in Travel.

## CRUISE

- 30+ cruise ships per year scheduled to dock at Fremantle Port
- Thousands of tourists brought directly into Fremantle via free shuttle.

## DESTINATION MARKETING

- Promoting Fremantle as a visitor destination via a destination marketing strategy utilising the City's 'This is Fremantle' brand, website and a series of strategic campaigns
- Dedicated destination marketing website with free listings for tourism businesses
- Leisure activity.

## EVENTS

- Ensuring Fremantle's spirit and vibrancy is reflected through major events and festivals that increase visitation to the City
- Examples include the Fremantle International Street Arts Festival, Fremantle Festival: 10 Nights in Port, and Fremantle Boat and Seafood Festival.

## VISITOR CENTRE

- World class/State of the art visitor centre welcoming tourists
- Providing information on all our neighbourhoods and attractions.

## ACTIVATIONS

- Regular activations throughout the calendar organised by the City of Fremantle
- School holiday activations dispersing visitors around Fremantle (Splash Freo '23 – 6000+ families).

## PARTNERSHIPS & ADVOCACY

- We collaborate with key stakeholders to amplify the impact of the 'This is Fremantle' Brand
- Inviting businesses to get involved with campaigns and activations
- The City's work in supporting businesses was recognised when in 2022 the City was awarded double gold at the Perth Airport Tourism Awards for Excellence in Local Government Award for Tourism and Tourism Marketing & Campaigns.

## HERITAGE

- Fremantle is home to a UNESCO world heritage site (Fremantle Prison), 100 year old markets, and heritage shopfronts, all of which attract visitors to our city.

## ACCOMMODATION

- Fremantle's new and completely refurbished quality hotels include small boutique accommodation, traditional Australian pubs and larger properties offering the complete experience
- They each showcase the character and history of the city whilst giving visitors another reason to spend more time in our city.



# SEASONAL TRADING APPLICATION PROCESS

Trading applications will open on a seasonal basis as per the seasonal schedule through an expression of interest (EOI) process. Applications must meet the guiding principles to be selected and progress to receive trading approval.



## EXPRESSIONS OF INTEREST

Two month window for prospective traders to submit an EOI application.



## OPERATIONAL ASSESSMENT

Plans are submitted by applicants and our chance to assess applications.



## TRADING APPROVAL

Internal approvals from all the relevant departments.





# SEASONAL TRADING PERMIT LOCATIONS

There are five sites available for seasonal trading activity. Each site offers opportunities for different business activity to take place. There are some sites able to accommodate multiple traders and are outlined throughout this document.

We recommend visiting any location you are interested in before submitting your application.

Some sites are suitable for all year-round trading whereas others we think are only right for summer trading activity.

Have a look what other businesses are in close proximity, remembering that one of our guiding principles – unique, distinctive, diverse & engaging, states we are looking for trading activity that fills a gap in the market rather than competing with established local businesses.

# FREMANTLE



## NORTH FREMANTLE



## SOUTH FREMANTLE







## LOCATION 1 BATHERS BAY SOUTH OF KIDOGO (BEACH)

Bathers Bay area on the beach.

**Total area:** 24m<sup>2</sup>

### Trading seasons

Summer

### Suggested uses

- Deck chair, lounge, towel hire
- Beach recreation – magazines, books, balls, frisbees

### Access

Via boardwalk – no vehicle access



## LOCATION 2 BATHERS BEACH (HARDSTAND)

Hardstand area between the train line and Kidogo Arthouse.

**Total area:** 24m<sup>2</sup>

### Trading seasons

Summer and winter

### Suggested uses

- SUP, canoe, kite, and kayak hire
- Deck chair, lounge, towel hire
- Beach recreation – magazines, books, balls, frisbees

### Access

Vehicle access





### LOCATION 3 WA SHIPWRECKS CARPARK 2 (HARDSTAND)

Hardstand area between WA Shipwrecks Museum and Carpark 2.

**Total area:** 90m<sup>2</sup>

#### Trading seasons

Summer and winter

#### Suggested uses

- e-rideable rental operation  
Segway/Scooter
- Rickshaw ride operator

#### Access

Vehicle Access

Could be split up into smaller sites – up to three operators







## LOCATION 4 PORT BEACH NORTH

Hardstand area in the Port Beach North carpark.

**Total area:** 24m<sup>2</sup>

### Trading seasons

Summer and winter

### Suggested uses

- SUP, canoe, kite, and kayak hire
- Deck chair, lounge, towel hire
- Beach recreation – magazines, books, balls, frisbees

### Access

Vehicle access



## LOCATION 5 SOUTH BEACH

Grassed area adjacent to South Beach north carpark.

**Total area:** 30m<sup>2</sup>

### Trading seasons

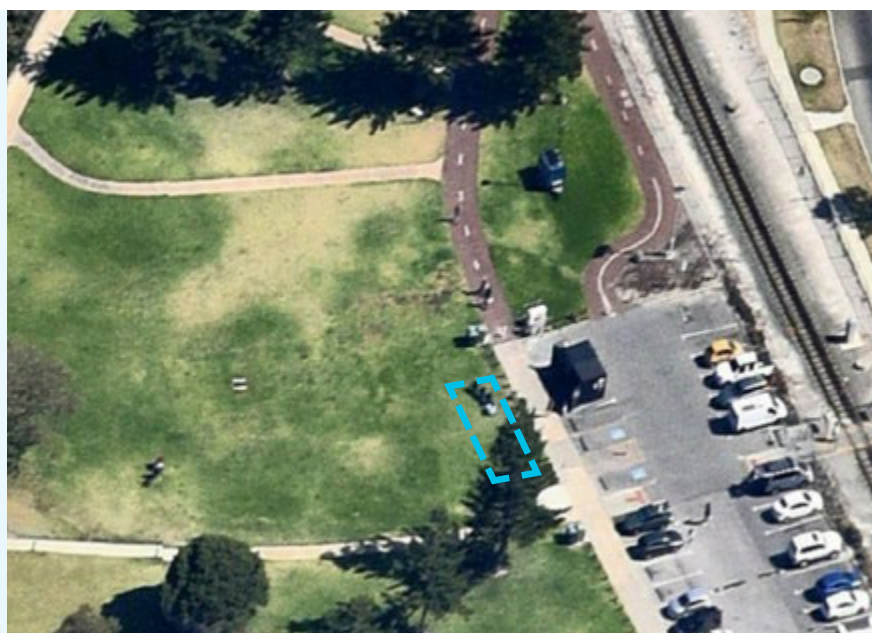
Summer and winter

### Suggested uses

- SUP, canoe, kite, and kayak hire
- Deck chair, lounge, towel hire
- Beach recreation – magazines, books, balls, frisbees

### Access

Vehicle access











# SEASONAL TRADING SCHEDULE

Seasonal trading permits are issued seasonally according to the application schedule below. Applicants must apply by completing and submitting an application form prior to the closing dates for the desired permit period.

| Season                           | Winter                                                           | Summer                |
|----------------------------------|------------------------------------------------------------------|-----------------------|
| EOI opens                        | February 1                                                       | August 1              |
| EOI closes                       | March 1                                                          | September 1           |
| Operational assessment           | 30 days                                                          | 30 days               |
| Trading approval                 | April 1                                                          | October 1             |
| Trading dates                    | May 1 - October 31                                               | November 1 - April 30 |
| Seasonal trading permit fee      | \$3,000                                                          | \$3,000               |
| Application fee (non refundable) | \$50                                                             | \$50                  |
| Location bond                    | determined following assessment of risk to infrastructure assets |                       |

Outside of the EOI process, if there are trading locations that are available, occasional trading can be approved through the same approval process and trading fees will be applied pro-rata.



# TERMS AND CONDITIONS OF SEASONAL TRADING

Please read and consider these conditions carefully before signing the seasonal trading application.

Whilst the best efforts have been made to address all potential applications in these terms and conditions, the City will assess each application on a case-by-case basis.

The City reserves the right to amend these terms and conditions at any time. Applicants will need to access the most recent copy. Permit holders will be notified (supplied a new copy) of any changes to the terms and conditions during the trading seasons.

## 1. General

- 1.1 All applications are subject to the applicant being responsible for compliance with all legislative and policy requirements including, but not limited to, City policies, local laws and regulations. For the avoidance of doubt, this includes the City's [Seasonal Trading Policy](#) and [Access and Inclusion Plan](#).
- 1.2 After the initial application, the City may require the applicant to provide further documentation for the purposes of review and, if required and satisfied, any required approval from the City's Environmental Health, Planning and Economic Development team or any other team of the City as it considers necessary.
- 1.3 The City may request the applicant provides a risk management plan in support of the application, which it may require is compliant, among other things, with the principles and practices of the international standard in risk management (ISO 31000:2009).
- 1.4 The applicant agrees to supply correct and truthful information on any completed forms, documents, plans or other material submitted with the application or at the request of the City.
- 1.5 The City reserves the right to decline an application based on any of the following:
  - The activity does not align with the Seasonal Trading Policy guiding principles.
  - The activity does not promote the district of Fremantle in a progressive and/or positive light.
  - The activity or application does not conform with the Selection Criteria.
  - The City considers that the applicant has provided misleading or deceptive information or documentation in support of its application.
  - Any non-compliance with legislative, local law, regulation or policy requirements.
  - Any assessment criteria contained within these terms and conditions.
  - Any other consideration the City may consider necessary to take into account.
- 1.6 The right to refuse any application for any trading area extends to the City's interpretation of what it considers appropriate or otherwise in each circumstance.
- 1.7 The City may, at its absolute discretion, refuse, revoke and/or withhold any permit in the event of any special circumstances which require the refusal, revocation and/or withholding of permits or for any other reason the City deems appropriate to do so.
  - 1.7.1 Should a permit be revoked under this clause, all monies paid to the City will be refunded to the applicant within a reasonable time after revocation.
  - 1.7.2 The City may, at its absolute discretion, provide one week's notice to the application of its intention to refuse, revoke or withhold a permit.
- 1.8 The City's Seasonal Trading policy, schedule of fees and charges form part of these terms and conditions.
- 1.9 All permits are non-transferrable and permits must be held on site and be produced on request by an officer of the City or any other governing body.
- 1.10 Permit holders must comply promptly with any notices, instructions or direction from an officer of the City or other governing body.
- 1.11 Any variation or change to an approved permit must be submitted to the City in writing for consideration and approved, at the absolute discretion of the City, prior to any variation or change including, but not limited to, the activity to which the permit was approved.
- 1.12 Non-compliance with any of these terms and conditions or any reasonable instruction, direction or notice given by the City, its officers or a governing body may result in immediate revocation and cancellation of a permit.
  - 1.12.1 Should a permit be revoked under this clause, all monies paid to the City will not be refunded to the applicant and retained by the City.

## 2. Specific Conditions

- 2.1 The permit holder must only trade within the approved trading area.
- 2.2 The trading area and surrounding pathways or thoroughfares must be kept in a clean and tidy state during all times of operation.
- 2.3 The permit holder is not to permit or place any material that would obstruct or otherwise interfere with a surrounding pathway or thoroughfare.
- 2.4 Before vacating the trading area each day, the permit holder must remove all refuse from the trading area and surrounding pathways or thoroughfares.
- 2.5 City reserves may have specific trading requirements. Permit holders must adhere to all reserve requirements.
- 2.6 The conditions of permits are subject to change. The City shall inform permit holders of any changes to the conditions of permits.



### 3. Canvassing of elected members and officers

- 3.1 If an applicant, whether personally or by an agent, canvasses any of the Elected Members, City Officers, Contractors or their Representatives (as the case may be) in respect of their application, request or application for a varying of any permit approved, then regardless of such canvassing having any influence on the acceptance of such application, the City will omit the application or request from consideration.

### 4. Rights

- 4.1 The City reserves its rights in full to close or restrict access to a location, including a trading area, for the purpose of, but not limited to, the following:
- To remove or address any hazard or any potential risk to safety;
  - Manage emergency or critical incidents;
  - Respond to changes in weather, fire, or security conditions; or
  - Undertake urgent maintenance or repairs.
- 4.2 In addition or alternatively to clause 3.1, the City may, at its absolute discretion, revoke or alter a permit to:
- Allow alternative use of the space; or
  - Manage the non-compliance of any seasonal trading activity.

### 5. Fees and Payments

- 5.1 The applicable seasonal trading permit fees are payable to the City as per the terms specified on any tax invoice supplied by the City or in any case, prior to the issuing of any application approval.
- 5.2 Unless otherwise require by law, all fees and charges for seasonal trading permits are inclusive of a 10% GST (except bonds which are GST exempt and will be detailed on a tax invoice).

### 6. Bond

- 6.1 The City may require permit holders to provide a contingency bond (**Bond**) if the City deems the proposed activity may affect or damage:
- 6.1.1 the equipment or the surface within and surrounding the trading area; or
- 6.1.2 the City's infrastructure and assets.
- 6.2 The Bond may be used to cover:
- 6.2.1 the repair, restoration or replenishment of the City's infrastructure and assets caused by applicant's activities or the applicant's negligent act or omission;
- 6.2.2 the cost of extra services which the City officers may have to supply caused by applicant's activities or the applicant's negligent act or omission;
- 6.2.3 the cost of work required to restore the surface and equipment to its original condition prior to the seasonal trading activity, which may include, but is not limited to, re-routing irrigation for a proposed infrastructure.

- 6.3 All Bond refunds are returned via cheque, subject to submission of a bond refund form. The Bond will be processed returned with an earliest date of four weeks following submission of your bond refund form.
- 6.4 All applications which fall outside of the current financial year are charged at the rates as approved by the City in that financial year schedule of fees and charges – not at the rates at time of application.

### 7. Repeat Permits

- 7.1 The City may, at its absolute discretion, grant repeat permits up to a maximum of two times (three consecutive permits in total).
- 7.2 Seasonal trading is intended to be temporary in nature. After three consecutive permits, the trading activity would no longer be deemed temporary in nature and would require the submission of a development application.

### 8. Trading

- 8.1 All proposed activities must be undertaken during the hours stated within the respective permit.
- 8.2 City officers have the authority to act on the City's behalf during any trading activity or use of the permit trading area and are to be permitted access at any time.
- 8.3 If a City officer is required to attend to any matter outside of normal working hours, the permit holder will be charged the cost of the call out (a minimum of four hours will be charged).
- 8.4 Depending on the proposed trading activity, the City may impose restrictions on trading hours as a condition of permit approval and any such restrictions will be clearly communicated following an assessment by the City.

### 9. Cancellation

- 9.1 Cancellation of a permit is required to be submitted to the City's seasonal trading email: [seasonaltrading@fremantle.wa.gov.au](mailto:seasonaltrading@fremantle.wa.gov.au)
- 9.2 Application fees are non-refundable.
- 9.3 Permit fees are non-refundable.

### 10. Waste

- 10.1 The City will not provide waste services at any trading area.
- 10.2 All seasonal trading activity must be self-sufficient to adequately and safely deal with waste, compliantly containing and disposing of all solid and liquid wastes, and must prepare for and provide an adequate waste management plan if the proposed activity generates waste.
- 10.3 All waste management plans will be assessed on a case-by-case basis and the City reserves its rights in full to refuse an application or revoke a permit for non-compliance with any requirements of a waste management plan.



## 11. Water

- 11.1 The City will not provide water services at any trading area.
- 11.2 All seasonal trading activity ensure adequate provision of water supply should the trading activity require it or the City considers it necessary having regard to the activity.
- 11.3 There is to be no installation of an alternative reticulated supply to any trading area.

## 12. Power

- 12.1 The City will not provide power at any trading area.
- 12.2 All seasonal trading activity is expected to be self-sufficient with power and prepare and provide, as required by the City, an adequate power plan if the activity requires power.
- 12.3 All trading activities that require power will be assessed on a case-by-case basis. Generators exceeding 60dB(A) at 7 meters and that do not comply with the *Environmental Noise Regulations 2009* (WA), will not be considered for approval.
- 12.4 Any generator approved by the City will need to be fenced off and not accessible by the public.
- 12.5 The City does not accept any responsibility for proper electricity management by the trading activity and the permit holder shall indemnify the City against any loss or damage suffered or cause by any electric run or supplied by the permit holder to the trading area at any time.

## 13. Infrastructure

- 13.1 All seasonal trading activity is expected to use temporary infrastructure that can be removed within 12 hours. All applicants will need to demonstrate how any proposed infrastructure will adhere to the 12-hour removal process.
- 13.2 If any proposed infrastructure is deemed by the City as more than temporary in nature, the approval may be contingent on a formal development application.
- 13.3 Vehicles are not to be driven on reserves under any circumstances without prior approval from the City or its officers.
- 13.4 The City may allow as a condition of the permit, vehicle access on the trading area for deliveries and set-up only. Vehicles must comply with all parking restrictions.
- 13.5 Permit holders are not permitted to operate or place any infrastructure within 5 meters of an any other planned activity, event or trading area.
- 13.6 No infrastructure can be mounted, placed or erected under the canopy of any trees on City reserves.
- 13.7 Any permission granted for vehicle access may be revoked in adverse weather conditions where turf or ground conditions are likely to be compromised.
- 13.8 The permit holder must not tie to or attached to any part of a tree as part of seasonal trading activity.
- 13.9 The permit holder must not cut or modified any tree or plant in any way as part of seasonal trading activity.
- 13.10 No fires are permitted as part of seasonal trading activity.

- 13.11 No balloons, confetti, bean bags or any other items comprised of polystyrene or Styrofoam are permitted to be used for any purpose.
- 13.12 The permit holder is liable for all and any damage to the trading area during the term of any permit or during any time in which the permit holder occupies the trading area, including any term in which a dispute has arisen.
- 13.13 Any damage caused by the permit holder shall be deducted from the Bond paid at the City's absolute discretion.
- 13.14 Any faults or damage to the trading area must be reported and an incident report sent to the City within 48 hours of the incident via [seasonaltrading@fremantle.wa.gov.au](mailto:seasonaltrading@fremantle.wa.gov.au)
- 13.15 City reserves may have specific trading requirements. Permit holders must adhere to all reserve requirements provided by City officers.

## 14. Grounds Maintenance

- 14.1 Permit holders are required to maintain and manage the grounds within and outside the trading area.
- 14.2 The maintenance obligations are to the extent as reasonably necessary for the reserve and may include, for example, maintenance of grass in the trading area that is not able to be managed by the City therefore it must be maintained by the permit holder.
- 14.3 For certain activities, a bond, which may be in addition to the Bond paid, may be payable to ensure that any impacted grounds post trading can be restored to original condition. This may also include re-routing irrigation to mitigate proposed infrastructure or damage to any existing infrastructure.

## 15. Damage and Indemnity

- 15.1 The permit holder is subject to the same responsibilities relating to persons and property to which the permit holder would be subject if during the term of the permit, the permit holder were the owner and occupier of the freehold of the trading area.
- 15.2 The permit holder indemnifies, and shall keep indemnified, the City and the Minister for Lands from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the City and/or the Minister for Lands, or brought, maintained or made against the City and/or the Minister for Lands, in respect of:
  - 15.2.1 any loss whatsoever (including loss of use);
  - 15.2.2 injury or damage of, or to, any kind of property or thing; and
  - 15.2.3 the death of, or injury suffered by, any person, caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly;
  - 15.2.4 the use or occupation of the trading area by the permit holder or any of its agents, employees, officers or any other persons in connection with the permit holder;
  - 15.2.5 any work carried out by or on behalf of the permit holder on the trading area;

- 15.2.6 the permit holder's activities, operations or business on, or other use of any kind of, the trading area;
  - 15.2.7 the presence of any Environmental Contamination or pollution in on or under the trading area or adjoining land caused or contributed to by the act, neglect or omission of the permit holder or any of its agents, employees, officers or any other persons in connection with the permit holder;
  - 15.2.8 any default by the permit holder in the due and punctual performance, observance and compliance with any of the permit holder's covenants or obligations under these terms and conditions;
  - 15.2.9 an act or omission of the permit holder; or
  - 15.2.10 an act or omission of any third-party on or to the trading area and in relation to the seasonal trading activity provided and conducted by the permit holder.
- 15.3 Nothing in this clause shall require the permit holder to indemnify the City, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the City, or its servants, agents, contractors or invitees.
- 15.4 The permit holder:
- 15.4.1 agrees to occupy and use the trading area at the risk of the permit holder; and
  - 15.4.2 releases to the full extent permitted by law, the City and the Minister for Lands from:  
  
any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Trading area or arising from the permit holder's use or occupation of the Trading area by the permit holder;
  - 15.4.3 loss of or damage to the trading area or personal property of the Permit holder; and
  - 15.4.4 any loss (including loss of profit) in anyway related to unavailability, breakdown, failure or defective operation of a mechanical service or any other service or in any way related to the repair and maintenance of the trading area or the City's fixtures and fittings, if any;
  - 15.4.5 all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Environmental Contamination or pollution in, on or under the Trading area or surrounding area
- except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the City, or its servants, agents, contractors or invitees.

- 15.5 The release by the permit holder continues after the expiration or earlier determination of the permit in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of the permit.
- 15.6 Any person found to be damaging any equipment or part of any trading area will be requested to vacate the trading area.
- 15.7 Any damage cause by the permit holder shall be deducted from the Bond paid at the City's absolute discretion.
- 15.8 Any faults or damage to the reserve or equipment should be reported and an incident report sent to the City via [seasonaltrading@fremantle.wa.gov.au](mailto:seasonaltrading@fremantle.wa.gov.au) within 48 hours of the incident.

## 16. Food and drink

- 16.1 Seasonal trading in the City of Fremantle does not include any sale of food or drinks and any breach of this would result in the immediate cancellation of the trading permit.
- 16.2 Food vehicles have options for approval to trade on City land under the City's Unique Food Truck Program.

## 17. Aesthetics

- 17.1 The design and appearance of infrastructure or equipment associated with trading activity should complement Fremantle's character and the streetscape of the trading area.
- 17.2 Third-party advertising is strictly prohibited on, within and surrounding the trading area.
- 17.3 The City will need to notified of any new signage during the trading season via [seasonaltrading@fremantle.wa.gov.au](mailto:seasonaltrading@fremantle.wa.gov.au).
- 17.4 The City or its officers may instruct permit holder to remove any advertising.
- 17.5 Non-compliance with instructions to remove advertising will result in immediate revocation and cancellation of the permit.

## 18. Other

- 18.1 The operation of lasers will require approval from the City and the laser/s used must comply with the provisions of Australian Standard AS 2211, 'Laser safety', and must be operated by a licensed Laser Safety Officer (LSO). The permit holder must deliver to the City copies of all applicable licenses and laser registrations.
- 18.2 Any filming for commercial use at the trading area will require a filming permit from the City of Fremantle.
- 18.3 The operation of drones or RPAs (remotely piloted aircraft) for filming purposes must be done with appropriate licenses issued by CASA. The City will require copies of any licenses issued prior to any filming by drones or RPAs.
- 18.4 The Tobacco Products Control Act 2006 (WA) restricts the sale of tobacco products at sporting, cultural or other events, such as music festivals or market stalls and as such no tobacco sales are permitted at any seasonal trading area.



## 19. Security

- 19.1 The City does will not provide a duty caretaker or security officer.
- 19.2 If a security presence is required, it is the responsibility of the applicant or permit holder to make appropriate arrangements and cover all associated costs.

## 20. Protection of people and property

- 20.1 To comply with the requirements of the trading conditions, the permit holder must:
  - take all measures necessary to protect people and property; and
  - prevent nuisance and unreasonable noise and disturbance.

## 21. Insurance

- 21.1 The permit holder must effect and maintain with insurers approved by the City (noting the City's and the permit holder's respective rights and interests in the trading area) for the time being:
  - 21.1.1 adequate public liability insurance for a sum not less than \$10,000,000.00 in respect of any one claim or such greater amount as the City may from time to time reasonably require;
  - 21.1.2 employers' indemnity insurance including workers' compensation insurance in respect of all employees of permit holder's employed in, about or from the trading area; and
  - 21.1.3 personal accident insurance including insurance in respect of all volunteers of the permit holder's employed in, about or from the trading area.
- 21.2 In respect to the insurance required in **clause 21.1**, permit holders must promptly pay all premiums and produce to the City each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers.
- 21.3 Permit holders must notify the City immediately:
  - 21.3.1 when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
  - 21.3.2 when a policy of insurance is cancelled.

## 22. Copyright and public performance of music

- 22.1 The applicant is wholly responsible for any infringement of copyright in connection with the performance of any musical, literary or dramatic works on any City reserve.
- 22.2 If performances will take place on the reserve, permit holder may be required to obtain an Australasian Performing Rights Association (APRA) and Phonographic Performance Company of Australia (PPCA) live performance licenses. (Contact APRA (08) 9382 8299 and PPCA on (02) 9267 7877).
- 22.3 All music must be managed such that noise from the music is restricted to background levels, should not be audible outside of the relevant reserve and must comply with the *Environmental Protection (Noise) Regulations 1997*.

## 23. Safety

- 23.1 A permit holders acknowledge and agrees that it is fully responsible, at its cost, for ensuring that the trading area, and any equipment located on the trading area, are regularly tested, maintained and inspected to ensure that the trading area and such equipment comply with all statutory requirements or otherwise and are safe for use.
- 23.2 To comply with its obligation pursuant to **clause 23.1** above, a permit holder acknowledges that it will be required to, amongst other things:
  - 23.2.1 comply with the requirements of the *Work Health and Safety Act 2020* (WA), including without limitation the requirement for all portable plug-in electrical equipment and residual current devices to be safe and appropriately inspected, tested and maintained by a competent person; and
  - 23.2.2 comply with all relevant requirements of the Department of Fire & Emergency Services (DFES), including without limitation the requirement to ensure that all fire protection and firefighting equipment located, or installed at or on the trading area, is tested regularly for compliance with Australian Standards and DFES's requirements.
- 23.3 Should the City require it, a permit holder must provide to the City a certificate confirming that all equipment located on the trading area has been tested by an appropriately qualified person and all such equipment complies with all statutory requirements or otherwise and are safe for use.

## 24. Default and Breach

- 24.1 In the event the City considers or otherwise determines that the permit holder has or is in breach of any of these terms and conditions or any condition imposed under a permit approval, the City may provide notice in writing of the breach.
- 24.2 On the City giving the permit holder a breach notice, the City may, at its absolute discretion, specify the either of the following:
  - 24.2.1 The term of the approved permit is terminated immediately and specify a time for the permit holder to vacate the trading area; or
  - 24.2.2 Specify the breach and provide a time by which the permit holder is allowed to rectify the breach with details of how the City may terminate the approved permit should the permit holder fail to rectify the breach.
- 24.3 The City's discretion to provide notice in accordance with clause 24.2 or otherwise in respect of any breach of the terms of these terms and conditions or an approved permit is not limited by the operation of clause 24.2 and the City reserves its rights and discretion in full in respect of any breach by a permit holder.
- 24.4 In the event of termination of an approved permit under this clause, the terms of clause 25 of these terms and conditions applies.

## **25. Termination**

- 25.1 Prior to or on termination of an approved permit, the permit holder, at the permit holder's expense, must restore the trading area to its condition prior to occupation.
- 25.2 Prior to termination, unless otherwise agreed by the City, a permit holder must, within 12 hours of termination, remove from the trading area all property of the permit holder and promptly make good, to the satisfaction of the City, any damage caused by the removal.
- 25.3 If the permit holder fails to remove all property within 12 hours from termination, the City may:
  - 25.3.1 remove all property and recover the cost of doing so from the permit holder as a debt payable on demand and may commence recovery proceedings in a court of competent jurisdiction for such recovery;
  - 25.3.2 rehabilitate and restore the Land and recover the cost of doing so from the permit holder as a debt payable on demand and may commence recovery proceedings in a court of competent jurisdiction for such recovery; or
  - 25.3.3 remove and retain the property; as the ownership shall transfer to the City, the permit holder agrees to forfeit any and all claim to the property and the permit holder acknowledges and agrees this includes the right of the City to sell or otherwise dispose of such property and retain any purchase price if sold.





# LET'S TALK

## **City of Fremantle**

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