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| COS Logo CMYK | **CITY OF SALISBURY**  **Minor** Club Initiated Works Form |

**\* This form is for NON-Structural works, please contact the Property & Buildings Division on 8406 8456 for all structural work request.**

**APPLICANT**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name of organisation /  individual: | Click here to enter text. | | | | |
|  |  | |  |  | |
| Contact name: | Click here to enter text. | | Position: | Click here to enter text. | |
|  |  | | | | |
| Postal Address: | Click here to enter text. | | | | |
|  |  | | | | |
| Email Address: | Click here to enter text. | | | | |
|  |  |  | | |  |
| Phone: | Home: Click here to enter text. Mobile: Click here to enter text.  Work: Click here to enter text. Fax: Click here to enter text. | | | | |
|  |  |  | | |  |

**ACTIVITY**

Please provide an explanation of the proposed work.

|  |
| --- |
| Click here to enter text. |

**ACTIVITY**

Please provide a comprehensive description of the proposed work, to include: dimensions, materials, scope of works, time frames and any other relevant information in the text box below:

|  |
| --- |
| Click here to enter text. |

**Contractor Information (please list names of all contractors carrying out works):**

|  |  |  |
| --- | --- | --- |
| **Business Name** | **ABN** | **Builders Licenses** |
| Click here to enter text. | Click here to enter text. | Click here to enter text. |
| Click here to enter text. | Click here to enter text. | Click here to enter text. |
| Click here to enter text. | Click here to enter text. | Click here to enter text. |
| Click here to enter text. | Click here to enter text. | Click here to enter text. |
| Click here to enter text. | Click here to enter text. | Click here to enter text. |

**Work involved (please tick applicable boxes in relation to the proposed works):**

Electrical ❑ Gas ❑

Plumbing ❑ Data/Telecommunications ❑

**If you have ticked any of the above boxes a Certificate of Compliance must be submitted to Council.**

**LOCATION**

Please insert a detailed plan and elevations of the proposed works to scale.



**ACKNOWLEDGEMENTS**

The Applicant acknowledges and agrees that:

1. the Applicant has read and understands the terms and conditions of the application (a copy of which is attached to this Application); and
2. if granted approval by the Council for the Activity the Applicant must comply with the terms of the application and any other special conditions the Council may impose in its absolute discretion in granting the application.

**Signature: Date:**

**Name:**

**APPROVAL**

**Your minor club initiated works application has been approved by the City of Salisbury, subject to the conditions noted in section 3.10 below.**

**Approved by Facilities Coordinator**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: Date: / /

**\* Please refer to Section 3.10 for any special conditions for this approval.**

**Application**

**BACKGROUND**

1. The Council has received an Application from the Applicant to grant the application to complete minor club initiated works.
2. The Council has agreed to grant the application to the Applicant in accordance with the terms and conditions of this Application.

**TERMS AND CONDITIONS**

# definitions and interpretation

## Definitions

In this Application unless the context otherwise requires:

**Applicant** means the entity specified and where the context application includes the employees, agents and invitees of the Applicant.

**Application** means the application made by the Applicant for the granting of this Application.

**Activity** means the activity approved by this Application.

**Location** means the location marked and approved by this Application.

**Council** means the City of Salisbury ABN 82 615 416 895 of 12 James Street, Salisbury SA 5108 and includes its members, employees agents and authorised representatives.

**Legislation** includes any relevant Statute or Act of Parliament (whether State or Federal) and any regulation or by-law including by-laws issued by any local government body or authority.

**Statutory Requirements** means all relevant and applicable Legislation and all lawful conditions, requirements, notices and directives issued or applicable under any such Legislation.

**Structure** means any structure fixture fitting or property erected and/or installed in or on the Facility by the Applicant including of a temporary nature.

**Time of Use** means the period described by this application.

## Interpretation

words importing the singular embrace the plural and words importing one gender shall embrace the other gender and vice versa respectively;

any reference to a person shall be deemed to include a corporate body and vice versa;

all moneys payable by the Applicant to the Council under this Application shall be recoverable as a debt;

headings are for convenience of reference only and shall not affect the construction or interpretation of this Application;

a reference to an Item is a reference to an item of the Schedule;

a reference to the Schedule is a reference to the schedule attached to this Application.

# Grant of Application

The Council authorises the Applicant to complete the minor works at the location specified in the application.

## Indemnity & Release

The Applicant indemnifies the Council from and against all actions, costs, claims and damages, which may be brought or claimed against the Council arising out of or in relation to the Activity or the granting of this Application.

The Applicant releases the Council from any liability or claim resulting directly or indirectly from any accident, damage, loss or injury occurring or arising from the Activity or the use of the Facility except where any action, cost claim or damage is caused by the negligence or default of the Council its officers, employees or its agents.

## Compliance with Statutory Requirements

2.3.1 The Applicant must at its own cost and expense comply with any Statutory Requirements relating to the Activity.

2.3.2 If the Applicant does not comply with statutory requirements in accordance with its obligations under clause 2.3.1 the Council may carry out any such maintenance and the Council shall be entitled to recover any costs incurred in doing so from the Applicant.

## Authorised Use

The Applicant must not undertake any activity or works other than in accordance with this Application including but not limited to any unlawful activity to take place.

**Maintain condition of Facility**

The Applicant must at its own cost and expense during the Time of Use keep the location in a good, safe and clean condition to the Councils satisfaction and comply with all reasonable requests of the Council in relation to the area.

If the Applicant does not maintain the Facility in accordance with its obligations under clause 2.5.1 the Council may carry out any such maintenance and the Council shall be entitled to recover any costs incurred in doing so from the Applicant.

**Damage**

The Applicant must when;

undertaking the Activity; and

using the area;

take all reasonable precautions to avoid damage to the location or any land or buildings in the immediate vicinity of the Facility and must notify the Council of any damage or potential hazards within a reasonable time of the Applicant becoming aware of them.

If the Applicant does cause any damage to the location or any of the Council’s property as a result of the Activity or the Applicant’s use or misuse of the area, the Council will undertake the rectification and repairs and any costs incurred in doing so must be reimbursed by the Applicant upon request.

# Mutual Covenants

## Application Not Transferable

This Application is not transferable.

## Execution of Application

This Application is not effective until the Applicant has received a copy of this Application signed by the Council.

## Warranty

The Applicant warrants that it has inspected the location and the location is safe and fit for the Activity and the Applicant’s use.

The Council does not warrant that the location will be suitable for the Activity or the Applicant’s use.

## Contractual rights only

This Application does not confer on the Applicant any exclusive right, entitlement or proprietorial interest in the area.

## Council’s right to enter

The Council may (except in the case of emergency when no notice will be required) enter the location at any time upon providing reasonable notice to the Applicant to do anything the Council must or may do under this Application or must do under any Statutory Requirements.

In an emergency the Council may:

close the area; and

prevent the Applicant from entering the area.

## Termination of Application

This Application will immediately terminate by the termination of the Application by the Council

**Obligations on termination**

Upon the expiration of the lease agreement or earlier termination of this Application and at the Council’s request, the Applicant shall at its own cost and expense return the location to its original condition prior to the Application being granted and repair any damage that may have resulted from the use.

If the Applicant does not comply with clause 3.7.1 to the Council’s reasonable satisfaction the Council may undertake the work itself and any costs incurred by the Council in doing so may be recovered from the Applicant.

**Breach**

If the Applicant breaches a provision of the Application and fails to remedy the breach within a reasonable time of being directed by the Council to do so the Application will be terminated, effective immediately.

**Costs**

The Applicant is responsible for all costs incurred by the Council as a consequence of any actual or threatened breach of this Application by the Applicant.

## Special Conditions (please insert special conditions here)