

SAMPLE FOR REFERENCE ONLY BY THOSE CONSIDERING THE POP UP PARKLET TRIAL PROGRAM

Dear

Congratulations: Your Expression of Interest to host a Trial Pop Up Parklet supported by Moorabool Shire Council has been accepted.

Details of your parklet are as follows:

Host business name:
Number of parklet bays:
Initial parklet duration:

Hosting a parklet for the above duration will require a signed undertaking that you understand and abide by the following Terms and Conditions. To confirm your acceptance, please provide signed written acceptance in response to this Letter of Offer, and return this, along with evidence of your Public Liability Insurance to a minimum value of \$20,000,000, and a COVID Safe Plan for your business.

Please note that Council reserves the right to remove the parklet if the host fails to comply with the following terms and conditions.

Trial Parklet Terms and Condition

Compliance with COVID-19 State Government Regulations

Full compliance with State Government COVID Regulations at all times and, as part of this agreement, I will provide a copy of my business COVID Safe Plan to Council. I will enact a COVID Safe plan focused on safety, prevention and response in the event that COVID-19 is linked to the workplace per the workplace obligations at www.dhhs.vic.gov.au/workplace-obligations-covid-19

Upkeep, Maintenance and Insurance

The following conditions ensure that parklets remain clean, safe and in a state of good repair for everyone to enjoy. I agree to carry out all routine parklet maintenance duties on an as-needed basis. Routine maintenance includes:

- Cleaning the parklet including all elements as required, disinfecting high touch surfaces regularly, and I will build this into my COVID Safe Plan;
- Keep the parklet well maintained and in good repair ensuring it is free of debris, grime, and graffiti, and I will keep any plants in good health;
- Sweeping the parklet and surrounds, and keeping it rubbish-free;
- Removing any debris that is impeding drainage flow along the kerb and gutter beneath the parklet surface; and
- Removing any slip / trip hazards from the parklet;

I understand that my Public Liability Insurance (PLI) must be kept up to date for \$20,000,000 liability for the footpath area and parklet space outside my business, and proof will need to be provided as part of this agreement. I also understand that my Certificate of Currency for



Public Liability Insurance must name Moorabool Shire Council as an interested party.

Trading Hours and Licencing

The parklet can only be used for trading up until 11PM or in line with your business' pre-existing conditions around trading hours, whichever is the earlier. The service of alcohol will only be permitted where there is an extension of an existing liquor licence. The consumption of liquor must only occur when patrons are seated in the parklet space.

This is not a Liquor License. You may apply, using this letter as authority, for a Liquor License from the Victorian Commission for Gambling and Liquor Regulation. For more information about fast tracking liquor licencing see www.vcglr.vic.gov.au

Change of Ownership and Removal

I understand that a parklet is available for use in the above agreed space until 30 June 2021. I understand that if my business changes ownership, I will either need to arrange Council to remove my parklet, or request to transfer the parklet to the new owner. I'm aware that transfer to any new owner is at the discretion of Council and is not guaranteed.

I understand that if for any reason I no longer require the parklet I will contact Council immediately to arrange removal and provide 30 days notice.

Use of the Parklet

The parklet cannot be modified or altered without Council permission. Marquees are not to be used over the parklet space at any time.

- Council does not permit smoking in the parklet space.
- The host of the parklet must ensure adequate lighting is in place for customer use.
- Advertising material and signage is not permitted in the parklet.

Public Process

I understand that if for any reason, significant public concern is expressed about my parklet, or that it is damaged in any way, a review by Moorabool Shire Council may occur. This may result in removal of my parklet space at Council's discretion. I accept that Council is not responsible for any commercial losses to my business as a result of the parklet being removed at any time as deemed necessary.

Reporting and other Analysis

I will make myself available, to the best of my abilities, to participate in Council analysis and communications to promote the Pop Up Trial Parklet Program including but not limited to, taking part in interviews, photos evaluation and other promotional material for Council's website and other communication channels. I also understand that the Trial Parklet program will result in an assessment, and public feedback may be sought.

Other Matters

I understand that the necessary approval may need to be obtained to establish the parklet on the relevant public road.

I understand that Council reserve the right to remove the parklet at any point as required.

Under no circumstance do these Terms and Conditions override any Victorian Government directions and/or restrictions in relation to COVID-19. It is the responsibility of the parklet host to ensure compliance with any Victorian Government directions and/or restrictions. Any breach of the parklet Terms of Condition, whether or not caused directly by the applicant, may result in immediate suspension or cancellation of the parklet infrastructure

Please send your signed cover letter accepting Terms of Conditions with evidence of your PLI and COVID Safe Plan to (EMAIL) Once your documents have been received, we can then confirm your parklet design and installation date.

Yours sincerely

NAME
DEPT

