



Private Pontoon / Structure

Including private steps in the rock reventment wall
Encounter Lakes and Franklin Island

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Please complete this form in **BLOCK LETTERS** and return to the City of Victor Harbor by:

Post: PO Box 11, Victor Harbor SA 5211 **Email:** localgov@victor.sa.gov.au **In person:** 1 Bay Road, Victor Harbor

To avoid delays, please ensure the application form is completed including all requested documentation and the **application fee of \$160.00 (if applicable)**. Permits will only be issued to landowners seeking a private structure immediately adjacent to their land.

I/We wish to apply for a permit to use and maintain a pontoon/structure or obtain Council consent to build or modify existing private steps within Encounter Lakes / Franklin Island.

Property Address: _____

Applicant Details

Property Owner 1: _____
(Title) (First Name) (Last Name)

Property Owner 2: _____
(Title) (First Name) (Last Name)

Postal Address: _____

Contact Details: Phone / Mobile: _____ Email: _____

Details of Structure

Development application number (if known): **453** / ___ / ___

Type of Structures: Pontoon Landing Jetty Steps

Description: _____

The issue of a Private Pontoon / Structure Permit is subject to:

- the Permit Holder agreeing to the Conditions of Permit listed below;
- the Permit Holder providing a copy of a current certificate of Legal Liability insurance for a sum of \$20,000,000 (twenty million dollars) in respect of a policy that complies with the requirements of paragraph 4 of the Conditions of Permit;
- the Permit Holder agreeing to any special conditions that may be imposed by the Council from time to time and notified to the Permit Holder accordingly; and
- payment of any applicable fees and charges by the Permit Holder.

The granting of Council consent to build or modify existing private steps in the rock revetment wall is subject to:

- the private steps meet the Guidelines as detailed in the Encounter Lakes / Franklin Island Management Plan. No fee applicable

Conditions of Private Pontoon / Structure Permit

1. Permitted Use

- 1.1. The Permit authorises the Applicant or Applicants named above (the 'Permit Holder'), subject to these conditions, to install, use and maintain the pontoon or structure on Council land adjacent to the Permit Holder's premises (the 'Structure').
- 1.2. The Structure is to be used for private recreational purposes only. It must not be used for or in connection with:
 - 1.2.1. carrying on or conducting any business or trade;
 - 1.2.2. hiring any boats or watercraft; or
 - 1.2.3. advertising any products or services.

2. Nature of Permit

- 2.1. The Permit does not take effect until:
 - 2.1.1. The Permit Application has been approved and signed by the Council and a copy returned to the Permit Holder; and
 - 2.1.2. all Permit fees have been paid by the Permit Holder; and
 - 2.1.3. the Permit Holder has provided a copy of a current certificate of Legal Liability insurance for the sum of \$20,000 000.
- 2.2. The Permit does not confer on the Permit Holder any exclusive right, entitlement or proprietary interest in Encounter Lakes or Franklin Island (the Lakes) or the land on which the Structure is located and does not derogate from the Council's powers under the *Local Government Act 1999* or any other legislation.
- 2.3. The Permit is personal to the Permit Holder and is not transferrable.
- 2.4. The Council may vary the conditions that attach to the Permit by notice in writing to the Permit Holder.

3. Expiry & Renewal

- 3.1. The Permit expires five (5) years from the date of issue as recorded on the Permit.
- 3.2. If the Permit Holder wishes to renew the Permit, the Permit Holder must lodge a renewal application with the Council and make payment of the applicable renewal fee at least 30 days prior to the expiry of the Permit.
- 3.3. In the event the Permit is cancelled or surrendered prior to its expiration or the Permit Holder ceases using the Structure (for any reason whatsoever), there shall be no adjustment, reduction or refund by the Council of the Permit fees paid by the Permit Holder.

4. Insurance

- 4.1. The Permit Holder must take out and maintain throughout the term of the Permit Legal Liability insurance for third party loss or damage in respect of the Structure for an amount of at least 20 million

dollars (\$20,000,000). Failure to maintain Legal Liability insurance as required by this clause is a breach of this Permit.

5. Indemnity

Except where any action, cost claim or damage is caused by the negligence or default of the Council, the Permit Holder indemnifies and will keep indemnified the Council from and against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against the Council arising out of or in relation to:

- 5.1. the use of the Structure (or the land on which the Structure is located) by the Permit Holder and/or his invitees; and/or
- 5.2. the actions or omissions of the Permit Holder and/or any person acting on the Permit Holder's behalf.

6. Termination Upon Sale of Premises

- 6.1. This Permit will immediately terminate upon the Permit Holder selling the premises adjacent to the Structure (the Premises) and the purchaser of the Premises is required to apply for a permit in his/her own right.
- 6.2. If the Premises is to be sold, before the sale is effected, the Permit Holder must:
 - 6.2.1. advise the Council of the settlement date; and
 - 6.2.2. use the Permit Holder's best endeavours to ensure the purchaser obtains a new permit in respect of the Structure, including by way of the imposition of a special condition in the contract for sale of the Premises that requires the purchaser to obtain a permit from the Council.

7. Cancellation by Council

- 7.1. The Council may terminate this Permit:
 - 7.1.1. upon any breach of these conditions by the Permit Holder by giving fourteen days notice in writing to the Permit Holder; or
 - 7.1.2. immediately, where the Council considers it is necessary to do so in the interests of public safety by giving notice in writing to the Permit Holder.
- 7.2. If the Permit is cancelled under this clause or terminated under clause 6 then, unless a new permit has been issued to a purchaser of the Premises or the Council notifies the Permit Holder otherwise in writing, the Permit Holder must, at the Permit Holder's expense, immediately remove the Structure and reinstate the area to the Council's satisfaction:
- 7.3. The Council is entitled to recover all reasonable costs incurred in rectifying any breach of these conditions as a debt from the Permit Holder, including but not limited to the costs of removing the Structure and any legal and other fees incurred by the Council.

8. The Structure

- 8.1. The Permit Holder must ensure that the Structure is installed and maintained:
 - 8.1.1. in accordance with all legal requirements including, but not limited to, any conditions of development approval; and
 - 8.1.2. to the satisfaction of the Council.
- 8.2. The Structure must not be:
 - 8.2.1. altered or modified without the prior written consent of the Council; or

8.2.2.fitted with any roof or canopy.

8.3. The Permit Holder may place umbrellas, tables and/or chairs on the Structure on a temporary basis provided no such items are left on the Structure when it is not in use.

9. Permit Holder's Obligations

9.1. The Permit Holder must, at the Permit Holder's cost and expense, comply with all applicable laws and all Council directions in relation to the Structure and/or the Permit Holder's use of the Structure, including in relation to making any alterations and/or maintenance and repair works the Council considers to be necessary.

9.2. If the Council is not satisfied of the integrity of the Structure, the Council may require the Permit Holder to obtain and produce certification of structural adequacy by an appropriately qualified and accredited engineer. The Permit Holder must provide such certification to the Council within fourteen days of such request or as otherwise notified to the Permit Holder in writing.

9.3. The Permit Holder must not cause, suffer or permit any damage to Council land or property in connection with maintaining, removing and/or using the Structure. In the event this occurs, the Permit Holder must immediately notify the Council and is liable to pay to the Council any cost incurred to make good the damage caused.

9.4. The Permit Holder must not obstruct Council access to the Structure.

9.5. The Permit Holder must ensure that the persons using the Structure keep noise to a reasonable level which does not interfere with the comfort and convenience of neighbours or any other person using the Lakes.

10. Multiple Permit Holders

If the Permit Holder is two or more persons:

10.1.1. these conditions may be enforced by the Council against them together or separately; and

10.1.2. any notice sent to one of the Permit Holder's will be considered sufficient notice.

Permit for Private Pontoon / Structure Permit

I/we agree and acknowledge that the above information is true and correct and that I/we have read, understand and agree to be bound by the permit conditions set out herein including in relation to the payment of any applicable fee and any special conditions notified to me/us by the Council.

I/we have included a current copy of my/our Legal Liability Insurance as required by clause 4 of the permit conditions.

And / Or

Steps in the rock revetment wall – consistent with the Guidelines in the Encounter Lakes Management Plan

*I/we agree and acknowledge that the above information is true and correct and that I/we have read, understand and agree to be bound by any conditions as set by Council for the building and /or modification of the rock revetment wall. **No fee applicable.***

Sign: _____ **Print name:** _____ **Date:** __ / __ / __

Sign: _____ **Print name:** _____ **Date:** __ / __ / __

Council hereby grants consent for the construction of private steps in the rock revetment wall to the Applicant/s subject to the conditions within. No fee payable

OR

Council hereby grants consent for the construction of a Private Pontoon / Structure to the Applicant/s subject to Development Approval and the conditions within. Fees apply

Condition: _____

Approved by Manager Infrastructure

Signature: _____ **Date :** _____

Council hereby grants a Permit for a Private Pontoon / Structure to the Applicant/s subject to the conditions within.

Permit #: _____

Assess #: _____

Fee Paid date: _____

Receipt number _____

Insurance Received: Yes No

Permit valid from: _____ to _____

Conditions: _____

Approved by the Chief Executive Officer / Delegate

Signature: _____ **Date of Issue:** _____

Legislative Framework

This permit is deemed to meet the licence requirements for pontoons and other structures under the Encounter Lakes Management Plan (2014), inclusive of Appendix 5 & 6. Such permits being issued pursuant to the Local Government Act 1999 and Council By-Law No. 4