

**POLICY TITLE: A-FRAMES, OTHER ADVERTISING STRUCTURES AND DISPLAY GOODS FOR SALE**

**POLICY NUMBER: MS.11**

**Division:** Planning and Environmental Services

**Program:** Monitoring Services

**File No:** 42040.12

**Date Adopted/Reviewed:** August 2012

---

This Policy has been approved by Council at CM 32/94, Item WP.16.

This Policy was amended by Council at CM 07/07 Item MS 8.

### **POLICY OBJECTIVES**

1. The aim of this policy is to permit the display of A-frames, other advertising boards and goods for sale on footways.
2. The use of licensed area should not cause inconvenience or disruption to pedestrian circulation, adjoining businesses or nearby residential areas.

### **CRITERIA ASSOCIATED WITH THE POLICY**

1. Local Government Act, 1993
2. Roads Act 1993
3. Environmental Planning and Assessment Act 1979
4. Austroads Guide to Road Design Part 6A: Pedestrian and Cyclist Paths

### **POLICY STATEMENT**

Council will facilitate, through the implementation of this policy the licensing (through an application process) of A-frames, other advertising boards and goods for sale on outdoor areas.

The trial on the prohibition of A-frames and the display of goods on the footpath within the Marrickville/Illawarra Road Shopping Centre will cease with the implementation of the new Public Domain Strategy.

### **GUIDELINES AND CONDITIONS**

#### **Definitions**

"**Council Land**" means that part of a public land that is designed for use by pedestrians such as footpaths, plazas and **Seating Platforms**.

**POLICY TITLE:           A-FRAMES, OTHER ADVERTISING STRUCTURES  
AND DISPLAY GOODS FOR SALE**

**POLICY NUMBER:   MS.11**

"**Seating Platform**" means a purpose built public area located adjacent to a footpath and designed specifically for outdoor seating.

"**LEP**" means the *Marrickville Local Environmental Plan 2011*

"**Licence Agreement**" means a licence granted by the Council for the occupation of **Council Land** pursuant to this policy

"**Licensed Area**" means the part of the **Council Land** used pursuant to a **Licence Agreement**.

**1.   Locations**

- (a) Premises within land that is zoned B1, B2, B4, B5, B6, B7, IN1 AND IN2, pursuant to the LEP may apply to occupy **Council Land** in accordance with this policy.

**2.   Licenced Area**

- (a) The extent of any Licensed Area will be limited so as to ensure that adequate pedestrian movement is maintained.
- (b) All A-frames, other advertising boards and goods for sale approved for use by Council shall be kept wholly within the boundaries of the Licensed Area.

**3.   Standard Licence Conditions**

- (a) Council will only enter into a Licence Agreement where the premises is operating in accordance with the terms of any development consent, approval or similar thing that regulates the use of the business.
- (b) A Licence Agreement shall be in a form determined by Council at its discretion and shall incorporate such conditions as Council deems fit.

**4.   Fees, Insurance and Legal Costs**

- (a) All applications for a Licence Agreement must be supported by the required fees.
- (b) The Licensee will be required to effect adequate insurance over the Licensed Area.
- (c) The Licensee shall pay all Council's legal costs, stamp duty and any other costs associated with the preparation of the Licence Agreement.

**POLICY TITLE:           A-FRAMES, OTHER ADVERTISING STRUCTURES  
AND DISPLAY GOODS FOR SALE**

**POLICY NUMBER:   MS.11**

**5.    Compliance with Conditions of Licence**

- (a) Licensees will be required to comply at all times with the conditions of a Licence Agreement. A failure to do so may result in Council taking action under the Licence Agreement or any applicable law and may result in termination of a Licence Agreement.
- (b) A licence will cease upon change of ownership or change of use of the premises. A new application is required for any change of ownership.

**6.    Dispute Resolution**

In the event where the Council is made aware of a dispute, Council's decision will be final.