

FRAME

THE FRONT DOOR



OVERVIEW

The **Frame the Front Door** program (Program) is designed to add potted greenery to premises, and improve and revitalise Ipswich Central.

The addition of greenery will contribute to increasing urban greening in Ipswich Central, and create a more comfortable and inviting walking environment.

BENEFITS OF THE PROGRAM

Framing the front of a business supports:

- Creating visual interest, drawing the eye to the entry way
- Elevating the brand and enhancing the customer experience
- Encouraging and enticing foot traffic.

WHAT IS THE PROGRAM?

- Successful applicants will receive one or two potted plant/s to be located outside the premises
- The size and type of plant will be decided following assessment of the location.

In return applicants will be expected to:

- Water and maintain the plants, and follow the Plant Care Guide
- Advise Ipswich City Council (council) if the plants become damaged or are not surviving.

HOW TO APPLY

- Register/log in and submit through [Smarty Grants](#)
- Select the **Frame the Front Door** program and follow the prompts.

WHO CAN APPLY?

A business or not-for-profit physically located in the Ipswich Central area ([Appendix 2](#)) with a shopfront.

WHO CANNOT APPLY?

- Businesses owned or managed by council
- Businesses owned or operated by employees of council, councillors, State Government or other government agencies
- Properties or businesses with overdue debts owing to council
- Premises that are exclusively used as a private residence.

APPLICATION PROCESS

Applications open - Monday 22 April 2024

Submit application through [Smarty Grants](#)

Receipt of application

Applications close - Monday 13 May 2024

Assessment of locations to determine suitability from Wednesday 15 May 2024

Recommendations will be collated

Applicants will be notified on or before Friday 24 May 2024

Pots and plants will be ordered by council on or before Friday 31 May 2024

Pots and plants will be delivered to businesses on or before Monday 1 July 2024

ASSESSMENT

Council officers will assess each location and provide a recommendation of suitable pot/s and plant/s for the location.

NOTIFICATION OF APPLICANTS

All applicants, whether successful or not, will be notified by email on or before **Friday 24 May 2024**.

Successful applicants will receive their pots and plants on or before **Monday 1 July 2024**.

TERMS AND CONDITIONS

By submitting the Application, the Applicant agrees to abide by all the terms and conditions listed herein:

1. Submission of the Application does not guarantee participation in the Program.
2. Applicants agree to take part in a consideration process to assist Council's consideration of their application.
3. Applicants:
 - a. must have legal control over and apply in relation to physical premises that is open to, and trades with consumers from those premises;
 - b. must apply in relation to premises located within the circled Ipswich central district area as seen in [Appendix 2](#);
 - c. must participate in an assessment, by Council, of their specific location and application.
4. Successful Applicants will be required to commit their time to nurturing the plants to maintain plant health
5. Successful Applicants agree that by Council supplying the pots and plants they will:
 - Water and upkeep the pots and plants
 - Advise Council if the plants were to become damaged or are not surviving
 - Follow the Plant Care Guide
 - Use reasonable endeavours not to move the plants from the location suggested by Council without prior permission from Council.
 - Advise Council at least 21 days prior to passing legal control over the premises to another entity
 - Not pass possession of the plants to another entity/third party unless written permission is given to the successful Applicant in writing.
6. The Applicant agrees that Council is legally able to take ownership and/or retain the plants if (as determined solely at Council's discretion):
 - a. Any Applicant fails to provide adequate care for the plants
 - b. Any Applicant does not comply with these terms and conditions.
 - c. The Applicant is no longer able to keep the plants at the location relevant to their application, or otherwise suggested by Council.
 - d. The Applicant ceases, or will cease, to have legal control over the location subject of their application.
 - e. The Applicant intends to, or does, pass possession of the plants to a 3rd party.
 - f. Any other reason deemed by the Council in its absolute discretion to be of significant importance in the best interests of the Council and/or the community.
7. Should Council retain ownership/custody of the plants for any reason whatsoever, the Applicant has no right of recourse in relation to Council doing so, including at law or in equity.
8. Council takes no responsibility for any personal injury or damage to property caused by the Applicant's, or third party's, participation in the Program.
9. To the maximum extent permitted by law, Council disclaims all liability in respect of any injury, loss, expense, costs or damage (including consequential loss or damage) which may be suffered or incurred, or which may arise directly or indirectly, in respect of the Applicant's participation in the Program, that is ultimately suffered by the Applicant and/or suffered by any Third Party.
10. By applying for this Program, all successful Applicants agree to hold Ipswich City Council harmless and indemnify it against any claims it may have, or a third party(s) may have, against Ipswich City Council in relation to the Applicant's participation in the Program. It also agrees to hold Ipswich City Council harmless if it decides to remove the plants should they become (as determined at the sole discretion of Council) a Nuisance, decrease the visual amenity of the surrounding area, become a safety risk to persons/property and/or for any reasons outlined above.
11. Council recommends that the Applicant seek their own expert advice about appropriate insurance coverage, including but not limited to in relation to Public Liability to protect the Eligible Applicant, Council and/or third parties against legal claims and/or the recovery of damages.
12. Compliance with all other provisions of Council Local Laws relating to keeping of vegetation in the manner ultimately kept by the Eligible Applicant and any other applicable laws, Planning Schemes and/or conditions relating to same will continue to apply.
13. If any of these terms and conditions (in whole or in part) becomes illegal, void or unenforceable, that should not invalidate the remaining Terms and Conditions above.

APPENDIX

1 A Visual Example



2 Ipswich Central Area Map




City of
Ipswich

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