



Application for Structures and Obstructions Permit

Clarence City Council Public Places By-Law No. 1 of 2018

Applicant's name ("Permit Holder")		
Incorporated Association Number or ACN/ABN		
Contact person name		
Address		
Phone number		
Email		
Location of land to be occupied		
Start date	Finish date	Time/s
Proposed use of land		
Is occupation of the land associated with a building or planning permit? Yes/No		
If yes, what is the BPA or DA number?		
<p>Proof of public liability insurance cover attached. If you are a commercial business or incorporated association and do not have public liability insurance, you are not permitted to occupy the land until you have obtained appropriate insurance cover.</p>		

Office use only

Permit fees due \$
Refundable bond required \$

Acknowledgment

<p>This Form is signed by the Permit Holder as acknowledgement and acceptance of the terms and conditions of this Permit. The terms and conditions of this Permit include the details in this Form. This Permit is effective upon payment of any fees and/or bond and written advice from Council that the Permit has been issued to the Permit Holder.</p>



Applicant Signature/s

Individual

Signature	Name	Date
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Or

Incorporated Association

The Seal of

Was hereto affixed in the presence of

Signature	Name	Position: Member of committee	Date
Signature	Name	Position: Member of committee / public officer / other person appointed by committee (circle)	Date

Or

Company

Signed by the applicant in accordance with section 127(1) of the *Corporations Act 2001* (Cth)

Signature	Name	Position: Sole Director & Sole Secretary	Date
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Or

Signature	Name	Position: Director	Date
Signature	Name	Position: Director / Secretary (circle)	Date

Or



Company

Signed by the applicant in accordance with section 126(1) of the *Corporations Act 2001* (Cth)

Signature

Authorised officer name

Date

Privacy Statement

The personal information on this form is required by Council for facilities management under the Public Places By-Law No. 1 of 2018. We will only use your personal information for this and related purposes. If this information is not provided, we may not be able to deal with this matter. You may access and/or amend your personal information at any time. How we use this information is explained in our Privacy Policy, which is available at www.ccc.tas.gov.au or at Council offices.

Office use

This permit is issued on the terms and conditions of this permit to

Signed

Dated

Permit Terms and Conditions

The terms and conditions of this Permit are as follows:

1. Definitions

“Council” means the Clarence City Council;

“Land” means the Council land to be occupied by the Permit Holder;

“Facilities Officer” means Council’s Facilities Officer or his/her representative;

“Manager Client Services” means Council’s Manager Client Services or his/her representative;

“Permit Holder” is the person or entity granted a Permit by Council under this Permit application.

2. Premises Suitability - The Permit Holder is responsible for assessing and checking the suitability of the Land before the Land is used by the Permit Holder. The Permit Holder



is responsible for documenting the suitability of the Land for the proposed use before it is used and is to provide copies of that documentation when required by Council.

3. **Extension of occupation** – If the Permit Holder requires an extension of time to occupy the Land, they must apply to Council in writing at least 3 business days prior to requiring the extension.
4. **Vacation of land** – The Permit Holder must advise Council once the Land has been vacated so that an inspection can be undertaken by Council.
5. **Safety** - The Permit Holder is to take all necessary steps to ensure the Land is safe at all times including but not limited to, erecting and displaying safety barricades, safety signage and other safety precautions.
6. **Traffic management plans** – The Permit Holder may be required to submit a traffic management plan to the satisfaction of the Manager Client Services prior to a Permit being issued.
7. **Equipment** – The Permit Holder is to remove all equipment, materials, structures and fencing from the Land at the conclusion of the occupation or the termination date of this Permit, whichever is the earlier.
8. **Bond** - In accordance with Council’s annual List of Fees, if a bond is required by Council in relation to the occupation of Land, any Permit fees and any costs or expenses incurred by Council as a result of any damage or loss to any property arising out of or in connection with the use of the Premises by the Permit Holder or any person responsible to the Permit Holder or any expense incurred by Council as a result of any non-compliance with the conditions of this Permit by the Permit Holder will be deducted from the bond. If Council incurs any costs or expenses in excess of the bond amount, the costs or expenses are recoverable from the Permit Holder.
9. **Cleanliness** - The Land is to be kept in a clean, tidy and sanitary condition to the satisfaction of Council. All rubbish is to be removed by the Permit Holder. The Permit Holder is to remove all equipment, materials, structures and fencing from the Land at the conclusion of the works or the termination date of this Permit whichever is the earlier.
10. **Assignment** - This Permit is not assignable.
11. **Compliance** - The Permit Holder must comply with all requirements, notices and directions given to the Permit Holder by any public or statutory authority and must comply with all Acts, regulations, by-laws and ordinances applicable to the Premises.



- 12. Change of Details** – The Facilities Officer is to be notified on 6217 9695 of any change of name, address or phone number of the Permit Holder.
- 13. Termination/Cancellation** - This Permit will automatically terminate:
- if the Permit Holder, being an Incorporated Association, ceases to be registered as an Incorporated Association; or
 - the Permit Holder fails to observe or comply with the terms and conditions of this Permit or the provisions of any applicable by-law, Act or regulation; or
 - it is considered appropriate by the Manager Client Services
- 14. Advertising and Advertising Materials** - No advertising material of any type is to be displayed on any part of the Premises without the agreement of the Manager Client Services. No adhesive tape, staples or anything which may cause damage to any surface area is to be used within the Premises.
- 15. Nuisances** - No material or thing which may contravene any statute or regulation or by-law or any noxious, explosive, flammable or dangerous substance, solution or chemical or any animal is permitted on the Premises.
- 16. Insurance** – Before being granted a Permit, the Permit Holder must produce a ‘Certificate of Currency’ for a public liability insurance policy protecting liability for bodily injury or death to any person or property damage for a sum not less than \$20 million dollars. The Permit Holder is to indemnify Council for all costs, damages, claims and demands whatsoever arising out of or in relation to any non-compliance by the Permit Holder with this condition.
- 17. Indemnity** - The Permit Holder agrees to indemnify and keep indemnified and to hold harmless Council, its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed arising out of or in connection with the use and occupation of the Premises by the Permit Holder pursuant to this Permit except and to the extent by which such actions, costs, claims, charges, expenses and damages are attributed to the negligence by Council or its agents.
- 18. Electricity** - If the Permit Holder requires additional electrical equipment to be used on the Premises, approval must be obtained from the Facilities Officer. If approval is given, the Permit Holder is responsible for ensuring that all electrical appliances comply with all applicable legislation, codes and Australian Standards and are tagged and have appropriate overload protection at all times.
- 19. Emergency Management** - First aid equipment is not supplied on these Premises. The Permit Holder is wholly responsible for emergency management.