

**APPLICATION FOR COMMERCIAL USE OF LOCAL GOVERNMENT  
CONTROLLED AREAS AND ROADS  
Hoarding, Scaffolding or Gantry**

<b>APPLICANT DETAILS</b>			
<b>Business Trading Name</b>			
<b>ABN</b>			
<b>Business Address</b>			
<b>Applicant Name</b> (Person/s or Company)			
<b>Postal Address</b>			
<b>Contact Name</b>			
<b>Contact Phone Number/s</b>			
<b>Email Address</b>			
<b>LOCATION INFORMATION - where activity is to be carried out</b>			
<b>Property Address</b>			
<b>Description of Location</b>			
<b>Property Description</b> (Lot and Plan)			
<b>Days and Times of Operation</b>			
<b>PUBLIC LIABILITY INSURANCE</b>			
<b>Name of Insurance Company</b>			
<b>Policy Number</b>		<b>Date Policy Expires</b>	
<b>Sum Insured</b>			
<b>ACTIVITY INFORMATION</b>			
<b>Date From</b>		<b>Date To</b>	
<b>Hours of Work</b>			
<b>Description of Goods / Materials</b> (nature of materials to be deposited)			
<b>Dimensions</b>			

## SUPPORTING INFORMATION

What measures will be taken to ensure that the amenity of the surrounding area will not be adversely affected?

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What measures will be taken to ensure that the activity will not cause a nuisance or danger to neighbouring residents/businesses?

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What measures will be taken to ensure that the activity does not significantly detract from the capacity of the road to provide a vehicular and, where relevant, pedestrian thoroughfare?

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What measures will be taken to ensure existing services located in, along, over or adjacent to the road/local government – controlled area will not be adversely affected?

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## SUPPORTING DOCUMENTS ATTACHED

Please complete the checklist in full<sup>1</sup>. Tick or indicate N/A where the item is not applicable.

\_\_\_\_\_ Safety plan

\_\_\_\_\_ Quality plan

\_\_\_\_\_ Visual plan or map showing details of location, inclusive of location of all materials, details of all barriers and associated temporary objects (including location of any warning notices for the safety of road users), location of all Council services and location of all drainage paths.

The above plans are assessed against the *Manual of Uniform Traffic Control Devices* (Department of Transport and Main Roads)

\_\_\_\_\_ Copy of Public Liability Insurance Certificate of Currency to the value of \$10,000,000 noting Mareeba Shire Council as 'named insured' party or an 'interested' party<sup>2</sup>.

\_\_\_\_\_ Payment of application fee

\_\_\_\_\_ Approvals from Planning or Building where relevant

## CONDITIONS

- 1) The following are the conditions that will ordinarily be imposed on an approval<sup>3</sup>:
  - a) The approval holder must comply with the Guidelines for Commercial Use of Local Government Controlled Areas and Roads.
  - b) For the duration of the term of the approval, maintain in full force and effect a public liability insurance policy—
    - i) listing the local government as an interested party;
    - ii) covering their respective rights, interests and liabilities to third parties in respect of accidental death of, or accidental bodily injury to, persons or accidental damage to property; and
    - iii) for an amount of no less than the amount listed in the local governments Requirements for Public Liability Insurance for Approval Holders published on the local government’s website;
  - c) Prior to the commencement of the prescribed activity, provide the local government with a certificate of currency for the public liability insurance policy.
  - d) Indemnify the local government against all actions, proceedings, claims, demands, costs, losses, damages and expenses which may be brought against or made upon the local government as a result of the activity.
  - k) Where approval is for the installation of hoarding, scaffolding or gantry, the approval holder must— Mareeba Shire Council *Subordinate Local Law No. 1 (Administration) 2018 21*:
    - i) ensure unobstructed movement of vehicles and pedestrians;
    - ii) observe standards specified by the local government in the carrying out of the works or activity;
    - iii) ensure safety of pedestrians and vehicles including but not limited to the safety temporary diversion of traffic, erection of warning lights and barricades to the satisfaction of an authorised person;
    - iv) specify a deadline for completion of the works or ceasing of the activity;
    - v) reinstate the road to the satisfaction of an authorised person following completion of the works or ceasing of the activity.

## APPLICANT DECLARATION

- I declare the information provided by me in this application is true and correct.
- I will adhere to the conditions related to this application.

<b>Name</b>			
<b>Signature</b>		<b>Date</b>	

**Privacy Notice:** Mareeba Shire Council is collecting applicant details in accordance with Council’s Local Law in order to assess your application for approval. This information will only be accessed by Council employees and other persons authorised under the *Local Government Act 2009*. Your information will not be given to any other person or agency unless you have given us permission, or we are required by law.

<sup>1</sup> See *Subordinate Local Law No. 1 (Administration) 2018* sch 8(3).

<sup>2</sup> See Council’s Standard Requirements for Public Liability Insurance for Approval Holders s3, Insurance contracts and policies for public liability insurance – Council as an interested party options a) and b). Council will not accept policies under option c) listing Council as ‘noted’ interest.

<sup>3</sup> See *Subordinate Local Law No. 1 (Administration) 2018* sch 8(6).

## RELEASE AND INDEMNITY

In consideration of Mareeba Shire Council ("Council") issuing me/us with *The Approval* for the purpose described or allowed under the Approval ("the activity/activities"),

I/we: \_\_\_\_\_

1. Release and discharge Council and Council's agents, servants, officers and insurers ("the Related Parties") from and in respect of all liability, claims, losses, damages or proceedings which I/we may have (either now or accruing in the future) against Council and/or the Related Parties in respect of, or arising out of, or in connection with the activity/activities;
2. Agree that the release and discharge given under clause 1 may be pleaded by Council and the Related Parties as a bar to any action, suit or proceeding commenced now or taken at any time by Council and/or the Related Parties, against Council and/or the Related Parties, or to which Council and/or the Related parties is or are joined as a party or parties; in respect of, or arising out of, or in connection with the activity/activities; and
3. Agree that I/we am/are liable for and shall indemnify Council and the Related Parties against any liability, claim, loss, damage, or proceeding in respect of, or arising out of, or in connection with the activity/activities.

The covenants given under this document are binding upon me/us and my/our heirs, executors, successors and permitted assigns.

If the Approval Holder is **an individual**:

**SIGNED** by:

\_\_\_\_\_  
(print name of approval holder)

\_\_\_\_\_  
(signature of approval holder)

in the presence of:

\_\_\_\_\_  
(print name of witness)

\_\_\_\_\_  
(signature of witness)

on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

If the Approval Holder is **a Corporation**:

**SIGNED** for and on behalf of:

\_\_\_\_\_  
(print name of corporation)

by:

\_\_\_\_\_  
(print name and position of representative person)

\_\_\_\_\_  
(signature of representative person)

by:

\_\_\_\_\_  
(print name and position of representative person)

\_\_\_\_\_  
(signature of representative person)

in the presence of:

\_\_\_\_\_  
(print name of witness)

\_\_\_\_\_  
(signature of witness)

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.