

**APPLICATION TO UNDERTAKE REGULATED ACTIVITIES ON LOCAL GOVERNMENT
CONTROLLED AREAS AND ROADS
Depositing Goods and Materials**

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

SUPPORTING INFORMATION

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

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

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?

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?

SUPPORTING DOCUMENTS ATTACHED

Please complete the checklist in full¹. Tick or indicate N/A where the item is not applicable.

- _____ details of the location of where the activity will be carried out by way of plan or drawing and showing the location of any warning notices for the safety of road users;
- _____ details of the quantity or volume and type of goods or materials that will be deposited; and
- _____ details of the duration of the depositing of the goods or materials.
- _____ the physical suitability of the road or footway for the proposed use;
- _____ whether the activity will have an adverse effect on an existing service in, on or over a road.

CONDITIONS

The conditions ordinarily imposed on an approval are that the approval holder must -

- a) ensure unobstructed movement of vehicles and pedestrians;
- b) maintain public liability insurance for an amount of no less than the amount listed in the local government's Requirements for Public Liability Insurance for Approval Holders published on the local government's website which indemnifies the local government in respect to any liability arising from the activity;
- c) observe standards specified by the local government in the carrying out of the works or activity;
- d) ensure safety of pedestrians and vehicles including but not limited to the safe temporary diversion of traffic, erection of warning lights and barricades;
- e) lodge a security deposit with the local government in the amount specified in the approval;
- f) reinstate the road 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.

Name			
Signature		Date	

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.

¹ See *Subordinate Local Law No. 1 (Administration) 2018* sch 22(3).

² 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.

³ See *Subordinate Local Law No. 1 (Administration) 2018* sch 22(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____.