

APPLICATION FOR PRESCRIBED ACTIVITY – Local Law No. 1 (Administration) 2018
Establishment or occupation of temporary home – Schedule 9

Applicant DETAILS			
Applicant Name			
Postal Address			
Contact Name			
Contact Phone Number/s			
Email Address			
PROPERTY DETAILS (location of Temporary Home)			
Property Address			
Description of Location			
Property Description (Lot and Plan)			
SUPPORTING INFORMATION			
Descriptions of Temporary Home			
Details of the proposed fit out of the temporary home's kitchen, bathroom, toilet and laundry			
Details of intended method of water supply			
Details of approved waste disposal system			

SUPPORTING DOCUMENTS ATTACHED

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

Site Plan illustrating –

- The location of the temporary accommodation.
- The location of the other buildings on the site; and
- The location of neighbouring buildings.

If the applicant is not the owner of the residence, the written consent of the owner.

Details of the type of temporary home (for example: shed or caravan);

Details of the type of caravan proposed to be used for the temporary accommodation and the condition of the temporary accommodation;

The the proposed floor plan of the temporary home;

Details of the proposed fit out of the temporary home's kitchen, bathroom, toilet and laundry;

Intended method of water supply;

Details of a current building approval for the construction or renovation of a permanent residence and evidence of financial capacity and ability to construct or renovate the permanent residence.

CONDITIONS

1) The following are the conditions that must be imposed on an approval²

- (a) For all approvals, a condition that must be imposed on the approval is that, where the temporary home is in an area serviced by the local government's waste contractor, a waste service must be obtained.

The following are conditions that will ordinarily be imposed on approvals³

- (a) keep the temporary home in good order and repair;
- (b) ensure that the temporary home is not unsightly or unhygienic;
- (c) ensure the temporary home does not detrimentally affect the amenity of neighbouring properties or cause an odour nuisance;
- (d) ensure that lighting used to illuminate any areas is angled or shaded in such a manner that the light does not cause a nuisance;
- (e) ensure that water intended for use for domestic purposes is from an approved water source;
- (f) maintain an adequate and continuous supply of water to all toilet, bathroom, kitchen, laundry and drinking water facilities that form part of the temporary home;
- (g) maintain all water supply connections in accordance with applicable legislative requirements;
- (h) ensure that the temporary home is only occupied by those persons whose names have been given to the local government in the application for approval;
- (i) ensure that there is an adequate means of waste disposal, including waste water, and sanitation and basic amenities are provided for living such as kitchen facilities, bathing facilities, laundry, toilet, sleeping accommodation, waste water disposal, refuse disposal, storage and adequate water supply to ensure reasonable standards of health and hygiene can be maintained;
- (j) ensure waste containers provided at the temporary home are sufficient to accommodate the collection and storage of all waste generated by and in conjunction with the use of the temporary home, and must ensure those waste containers are kept so as not to attract pests;
- (k) not incinerate waste;
- (l) dispose of human wastes from the temporary home at a dedicated sanitary facility, the sewerage system or an approved on-site sewerage facility;
- (m) connect all plumbing or drainage facilities to the temporary home as soon as practicable, but in any case no later than 90 days of the day a person first occupies the temporary home, so as to comply with plumbing and drainage requirements;
- (n) where the temporary home is for the temporary on-site accommodation of an owner-builder or builder –
 - i. must construct the approved permanent residential dwelling in a timely and efficient manner, and complete the permanent dwelling within the duration of the approval term;
 - ii. ensure that they do not cease construction of the permanent residence for a period greater than 90 days or such other period as the local government may approve; and
 - iii. dismantle and remove the temporary home within 30 days of occupation of the permanent residence or the expiry of the term of the approval, whichever first occurs.

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 your personal information in accordance with the Council's Local Law, for the purpose of processing your application. If you choose not to provide your personal information, the application may not be approved. Your personal information will only be accessed by authorised Council employees. Your personal information will not be used for any other purpose or disclosed to any other person or entity unless you have given us permission, or we are required by law. Please refer to Council's QPP Privacy Policy for further information on access or correction of personal information held by Council.

¹ See Subordinate Local Law No. 1 (Administration) 2018 sch 9 s 3.

² See Subordinate Local Law No. 1 (Administration) 2018 sch 9 s 5.

³ See Subordinate Local Law No. 1 (Administration) 2018 sch 9 s 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____.