When this Authorisation is issued:

1. The Applicant agrees to comply with the General Conditions set out in this Authorisation;
2. The Applicant agrees to comply with any Special Conditions which are set out in this Authorisation;
3. The Applicant will pay the prescribed fees set out in the City of Charles Sturt’s Fees and Charges Register;
4. The Applicant will provide a copy of all certificates which are required by either the General Conditions or Special Conditions of this Authorisation;
5. The Applicant is only Authorised in respect to the Activity as specified in this Authorisation.
General Conditions of Authorisation:

Indemnification
The Applicant agrees to indemnify and to keep indemnified and to hold harmless the Council, its servants and agents and each of them from and against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against them or any of them arising out of or in relation to the granting of this Authorisation.

Public Risk Insurance
The applicant agrees to indemnify and to keep indemnified the Council its servants and agents and each of them from and against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against them or any of them arising out of or in relation to the issuing of the authorisation.

The applicant shall take out and keep current a public risk insurance policy in the name of the permit holder insuring the applicant for the minimum sum of ten million dollars ($10,000,000) against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against the applicant in relation to the activity.

The applicant must provide confirmation of insurance to Council. Such a policy shall bear the endorsement of the Insurer indicating the Insurer accepts the indemnity given by applicant;

Disclosure & Evidence of Policy
The Applicant must not commence the Activity until evidence of the public risk insurance policy is given to the Council. The policy must bear the endorsement of the insurer indicating that the insurer accepts the indemnity given by the Authorisation Holder.

Standards
During the currency of this Authorisation the Applicant must comply with the applicable Environmental, Industry or health and safety standards in relation to the Activity authorised by this Authorisation. The Applicant must ensure that the Activity be conducted in a safe and responsible manner.

Authorisation Not Transferable
This Authorisation is NOT transferable.

Compliance with Statutory Requirements

- The Applicant must comply with and give all notices required by any Act of Parliament, ordinances regulations or by-laws relating to the activity;
- Wherever there is any cost involved in complying with the preceding requirement, the Applicant will be responsible for payment of those costs.

Maintenance
The Applicant will keep the Site free from rubbish and vermin at all times during the Term of Authorisation.
Dilapidation Report
Five days prior to the Activity commencing the Applicant shall provide to the Council a satisfactory dilapidation report which records the state of the Council land and any improvements thereon.

Comply with Directions from Council Officers
The Applicant shall comply with any reasonable directions made a Council officer in respect to the Activity, or public safety or prevention/mitigation of damage to Council property.

Notification of Damage
The Applicant must take all reasonable precautions to avoid damage to Council land and property or any other services provided in or about the Site. The Applicant must immediately notify the Council in the event of any damage to any Council owned property, water, gas, electric, telephone, any other service, roadway or footpath within the area or connected to the Activity;

The Applicant will be responsible to reimburse the Council for all its reasonable costs to repair or rectify any damage caused as a result of the conduct of the Activity.

Lighting and Security of Licensed Area
The Applicant must ensure that the Site and hoarding are adequately illuminated between sunset and sunrise and that all appropriate barriers, barricades and warning devices are installed so as to protect the public from injury or damage.

Requirement that Activity be Confined to Site
The License Holder must ensure that the Activity remains with the confines of the Site as specified on the plan provided to the Council together with the application.

Termination of Authorisation by Council
The Council may terminate the Authorisation at any time and for any reason in writing to the Authorisation Holder.

Expiry or Termination of Authorisation
On expiry of the Term or earlier termination of the Authorisation:

- the Applicant will be responsible for reinstating the Site to a standard acceptable to the Council;
- the Applicant is responsible for all costs incurred in reinstating the Site and removing all rubbish and other material from the Site;
- the Applicant will remove all rubbish and all other materials from the Site.

Breach
The Council will be entitled to terminate this Authorisation if the Authorisation Holder, having received notification of a breach of this Authorisation falls to remedy the breach within the time set out in this Notice.
Execution
This Authorisation will not be effective until the Applicant has received a copy of the Authorisation signed by the Council.

Land Use
This Authorisation does not confer on the Applicant any exclusive right, entitlement or proprietorial interest in the land affected by the Authorisation.

Payment of Fees
The Authorisation, once issued to the Authorisation Holder, becomes valid only once payment for the outstanding Fees ("the Fee"), as shown and calculated, is made and has been processed by the Council. The Applicant is encouraged to contact the Council to ensure that payments made, have been processed (payments such as credit card transactions or cheques may, on occasion, be denied due to insufficient fund being available in the Authorisation Holders account).
Special Conditions of Authorisation:

Safety & Security
The applicant is to take all safety and protective measures and to do all things necessary to prevent accidents or injury to persons, or damage to private property and public infrastructure.

The applicant shall ensure that the area is adequately lit at night and that all appropriate barriers, barricades and warning devices are installed to protect the public. Signage and devices must comply with Australian Standard AS 1742 at all times;

All work activities including associated machinery, equipment, materials and objects must be contained at all times within the fencing boundaries to which the permit applies.

Footpath & Pedestrian Walkway
A minimum 1.2 metre pedestrian walkway must be maintained at all times. The walkway must be kept clear and unobstructed at all times.

Services
The placement of the fencing shall not interfere with or cause damage to or affect in any way any wire, post, cable, pipe or other item that is the property of ETSA, Telstra, SA Water, United Water, Origin Energy or other government department or authority or other infrastructure owner;

The provisions, which might apply in case of damage, injury, accident or interference to property under the control of service authorities for the supply of electricity, gas, telephone, water and sewerage, shall be adhered to;

If any such government department or authority requires the Council to direct the permit holder to remove, or otherwise alter the position of the bin, the permit holder shall forthwith comply with such direction at the cost to the permit holder.

Damage & Repairs
The permit holder is responsible for all repairs, damage or rectification work to any footpath, road, service or public infrastructure resulting from your work and must be done to the satisfaction of Council.

Legislative Requirements
The issuing of this permit does not absolve the permit holder from complying with other legislative requirements, e.g. Occupational Health, Safety and Welfare Act, SA Water, Transport SA, Department of Administrative and Information Services

Important Notes
Use of or alteration of a road or footpath outside the permitted area constitutes an offence that carries a maximum penalty of $2500.00 or expiation fee of $210.00 (Local Government Act 1999);

Deposition of rubbish, goods, materials, earth, stone, gravel or any other substance on a public road or footpath outside the hoarded area without a Permit constitutes an offence
that carries a maximum penalty $5 000.00 or expiation fee $315.00 (Local Government Act 1999);

It is an offence for a person to allow the deposition or discharge of any waste (solid or liquid) matter to the stormwater system. Expiation fee $300.00 (Environment Protection Act 1993).

Contractual Rights
The City of Charles Sturt does not confer on the permit holder any exclusive right, entitlement or interest in the public road reserve.

Breach of Permit Conditions
Any breach of the permit conditions may result in the permit being revoked. No payments for the permit will be refunded.

Removal of Fencing or Structures
Whereby the approval also allows for the placement of temporary fencing or other similar structure, the fencing must be removed by the expiry date. Should an extension of time be required, the permit holder must complete an application for renewal form at least 2 working days prior to the expiry date of the current permit. Failure to do so will require a new application form to be completed and payment of applicable fees.

Construction & Condition of Fencing or Structures
The fencing must be adequately braced to secure the fencing in case of strong winds;

The fencing must be maintained in a good condition at all times and the permit holder must ensure that there are no sharp edges, protuberances or other design feature that would endanger public safety;

The fencing must be kept free of graffiti & bill posters at all times;

The fencing must display a sign showing the name and contact details of the permit holder.