



The issuing of this permit is subject to:

- The Applicant agrees to comply with the General Conditions set out within the Permit;
- The Applicant agrees to comply with any Special Conditions which may be set within the Permit;
- The Applicant will pay the prescribed fees set out in the City of Charles Sturt's Fees and Charges Register;
- The Applicant will provide a copy of all certificates which are required by either the General Conditions or Special Conditions within the Permit;
- The Applicant is only authorised in respect to the Activity as specified within the Permit.

**General Conditions****Non Transferable**

Permit is non transferable.

**Described Activity**

Permit is valid only for activity described on Permit.

**Dates and Times**

Permit is valid only for times and dates on Permit.

**Permit Inspection**

Permit must be made available for inspection upon request by an authorised officer or a police officer.

**Insurance**

The permit holder 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 permit.

The permit holder shall take out and keep current a public risk insurance policy in the name of the permit holder insuring the permit holder 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 permit holder in relation to the activity.

The permit holder 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 the permit holder.

**The permit becomes immediately invalid if the permit holder ceases to have current public liability insurance as set out above.**

**Failure to Comply**

Failure to comply with any condition of the permit will result in the permit being revoked.

**Valid Area**

The permit is only valid for the area stipulated on the permit.

**Compliance with Other Legislative Requirements**

The permit holder must abide by all other State and Federal legislation. The issue of this permit does not absolve the permit holder or their agents from any other overriding legislation.

**Amendment to Conditions**

The permit conditions may be amended at any time by the issuing authority with or without consultation with the permit holder.

**Directions**

The issuing authority may add or remove directions to the permit in addition to conditions at any time. Failure to comply with a direction will be taken as failing to comply with a condition of the permit.

**Changes to the Activity**

Any changes to the approved activity contained on this permit must be with prior approval from the issuing authority. This may cause conditions to the permit to be altered. If this is the case a new permit will be issued.

**Changes to Circumstances Affecting Validity of Permit**

Any changes to circumstances that would affect the validity of the permit must be notified to the issuing authority within 14 days of the change. For example a change to ownership of a company would require notification.

## **Special Conditions**

### **Information to be displayed on Permit**

All signs must display the permit holders name and permit number.

### **Approved Construction**

Approved construction means a sign that is:

No larger than 1050mm and 2300mm in height or width;

Made of solid construction from metal, wood or plastic;

Is constructed in such a manner that there are no sharp edges, protuberances or other design feature that would endanger public safety;

Is designed so as to be stable during adverse weather conditions;

Does not rotate, contain flashing lights or is illuminated either internally or externally by any means;

Does not have balloons, flags, streamers or other things attached to it.

### **Approved Placement**

Approved manner of placement of signs means a sign that is:

Securely fixed into the ground at two points so as to prevent the sign from moving;

Not placed within 10 metres of an intersection or in any other manner so as to restrict the vision of motorists;

Not placed in such a manner so as to damage, destroy or interfere with any infrastructure including pipes, wires, cables, fixtures, fittings and other objects;

That does not restrict pedestrian access in anyway.

**During installation and removal of the sign within the landscaped verge area, please ensure that the mulch/bark is pushed aside to reveal the location of the drip irrigation system to prevent the system being damaged.**

### **Removal of Sign**

The sign must be removed once a contract for the sale of the property is entered into.

### **Sign Content**

The sign must only convey advertising notifying that the property where it is erected is for sale. No other advertising messages are to be placed on the sign.

### **Limits & Location of Signs**

Only one sign can be used for advertising a property;

The sign must be placed immediately in front of the property being advertised for sale.