

A PERMIT TO CONDUCT A BUSINESS ON A PUBLIC ROAD

I/We
(hereinafter called "the Licensee")

of
(Address)

being the owner/occupier of the land situate at

.....
hereby make application for a Permit to use portion of the public road described herein for business purposes pursuant to Section 222 of the Local Government Act 1999, as amended in accordance with the information described below.

Location of public road as set out in plan attached

.....
(hereinafter called "the defined area")

Proposed use of the public road

Location Plan

Please draw a sketch of the proposed public road reserve including measurements of the proposed location. Additional information can be attached.

NOTE: A plan of the public road reserve showing the location of any structures including fences, gates, ramps etc. to be installed on the public road is to be attached with this application.

See Over Page for Conditions

THE APPLICANT HEREBY AGREES THAT THE APPLICANT SHALL:

- A. Comply with the general conditions of the Permit as contained herein;
- B. Comply with any special conditions which the Council determines and attaches hereto;
- C. Pay the Permit fee set out herein;
- D. Comply with conditions prescribed in Section 222 of the Local Government Act 1999, as amended.

A	GENERAL CONDITIONS OF PERMIT
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1. **INDEMNITY**

The Licensee 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 such Permit or by reason of the use of or access to the defined area.

2. **PUBLIC RISK INSURANCE**

The licensee shall take out and keep current a public risk insurance policy for the minimum sum of ten million dollars (\$10,000,000) insuring the licensee against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against the Council or the licensee or both in relation to the use of the defined area.

3. **DISCLOSURE AND EVIDENCE OF POLICY**

The licensee shall not occupy the said land until evidence of such public risk insurance policy is given to the Council. Such policy shall bear the endorsement of the Insurer indicating the Insurer accepts the indemnity given by the Licensee.

4. **PERMIT NOT TRANSFERABLE**

The licensee shall not transfer, sub-Permit, mortgage or deal with its rights under this Permit in any way whatsoever.

5. **DUTY OF LICENSEE**

The licensee shall maintain in a safe condition all fences, gates, ramps or other additions effected pursuant to the granting of this Permit and will not take any action that will or is likely to cause degradation of the land subject to the Permit or any nearby land. The licensee is to observe any reasonable direction given by Council in relation to the protection of such areas.

6. **RENEWAL OF PERMIT**

This Permit will commence from the date of approval being given and will terminate on the following 30th day of June but may be renewed for a further term of one year upon payment of the Permit Fee.

7. **FEES**

The licensee shall pay to the Council in respect of every Permit a fee as determined by the Council, such fees to be reviewed annually (hereinafter called the "Permit Fee"). Where such Permit is granted for a period less than twelve (12) months, a proportionate reduction of the determined annual fee based on the number of full months expired shall be made by Council.

8. **TERMINATION OF PERMIT**

The Council may terminate this Permit at any time by giving to the licensee three (3) months prior notice in writing of such termination. The Council may terminate the Permit in the event of any breach or non-observance of any provision or condition of the Permit by giving 24 hours notice in writing, signed by the Chief Executive Officer.

9. **NO ALTERATION TO DEFINED AREA OR USE**

Upon the granting of this Permit no alteration to the defined area, the use as described in the application or the location of any fence, gate, ramp or other addition will be allowed. Any such alteration shall constitute a breach of condition of Permit if any alteration to the Permit is required then a new application for a Permit must be made.

10. **PERMIT TO CARRY OUT CERTAIN WORKS**

The licensee shall make good any damage to the area as set out in Clause 5 above. The Council may give notice requiring such work to be done by the Licensee within 14 days from the giving of such notice. If such work specified in the notice has not been completed within the said 14 days the Council may by notice in writing signed by the Chief Executive Officer terminate the Permit in accordance with Clause 8.

11. **REMOVAL**

Every person whose Permit has been terminated or has expired and has not been renewed, shall within seven (7) days after such termination or expiry remove any fences, gates, ramps or other additions to the area subject to the Permit. In default of such removal the Council may remove any such fences, gates, ramps or other additions and recover the cost of doing so from the Licensee.

12. **RIGHTS OF LICENSEE**

The rights conferred by issuing this Permit shall rest in contract only and shall not create in or confer upon the Licensee any tenancy or any estate or interest whatsoever in or over the land or any part thereof and the right of the Licensee shall be those of a Licensee only.

13. **MINERALS AND TREES**

The Licensee shall not remove from the land any minerals including sand, gravel, stone or other materials, or cut down or remove any dead timber or cut down, top, lop, bark, ring-bark or otherwise destroy any tree or shrub which now is or hereafter shall be growing upon the land without approval in writing from the Chief Executive Officer being first obtained.

14. **PEST PLANTS**

The Licensee shall keep the land clear of all plants required to be controlled under the Natural Resources Management Act 2004.

15. **JOINT AGREEMENT**

Where two or more persons are the Licensee their agreements and obligations hereunder shall be jointly and several and this agreement shall be construed accordingly and reference to the Licensee shall be read as references to the Licensees each and every one of them.

16. **LIVESTOCK**

The Council shall not directly or indirectly be responsible or liable for the safety or welfare of the Licensee's live stock and the Licensee shall properly and efficiently tend and care for such stock at the Licensee's own expense and shall promptly remove from the land all dead stock.

17. **CULTIVATION NOT PERMITTED**

The Licensee shall not be permitted to use the land for cultivation purposes.

18. **OCCUPATION AFTER TERMINATION**

Any person who remains in use or occupation of a road after the expiration of the Permit period without having given to the Council written notice of intention to terminate the Permit is liable to pay to the Council the same amount as if the Permit were not terminated; and so long as any fence or gate or part of a fence or gate or any other obstruction placed by the person across or on a road remains there, the licensee will be taken to remain in occupation of the road notwithstanding the giving of notice of intention to terminate the Permit and the Permit will be construed as continuing for all purposes.

19. **USE BY THE PUBLIC**

Beyond the erection of such fences, gates, ramps or other additions as provided in this Permit, nothing entitles the licensee to prevent the free use of the land by the public in all respects as if it were unenclosed.

20. **MAINTENANCE AND REPAIR**

The licensee shall and will from time to time and at all times during the term of the Permit at its own cost and expense in all things keep in good and substantial repair, order and condition land and any fence, gate, ramp or other additions or erections installed or located in and about the land from time to time and shall at its own cost and expense erect, install, supply any additional improvement or fixtures reasonably required in writing by the Council for the protection and preservation of the land or any part thereof from time to time and for the safety and care of any persons who may be on the land or use any of the erections thereon from time to time and shall keep and maintain such improvements and erections in a like condition at all times.

21. **COUNCIL POWER TO ENTER AND REPAIR**

It shall be lawful for the Council or any officer of the Council with or without workmen and others upon giving twenty-four (24) hours notice to the Licensee (except in the case of an emergency where no notice shall be required) to enter into and upon the land in order to view and examine the state and condition thereof and if they shall find any repairs for works to be necessary.

22. **STATUTORY OBLIGATIONS**

The Licensee shall comply with and give all notices required by any Act of Parliament, ordinance, regulation or by-law relating to the occupation and use of this land including the CFS Act and Native Vegetation Act.

B. SPECIAL CONDITIONS

1. Copy of current cover note or similar in relation to your Public Liability Policy to be supplied with the Application.
2. The structures, if any, to be erected on the public road and detailed in this application are hereby granted authorisation pursuant to Section 221 of the Local Government Act, 1999 subject to the General Conditions of Permit attached to this Permit.
3. The licensee shall be responsible for stock proofing and maintenance of fencing adjoining the road reserve.

C. PERMIT FEES

The Permit fee shall be \$ per annum.

Signed by the Applicant

In making this application, I/we acknowledge that I/we have read, understand and agree to be bound by the Conditions of the Authorisation and declare that the particulars provided by me/us with regard to the Proposed Use are true and accurate.

Name:

Signature:

Dated the day of

Signed by or on behalf of Wattle Range Council

Name:

Position:

Signature: