



APPLICATION FOR PERMIT TO PLACE A SKIP BIN or SHIPPING CONTAINER ON COUNCIL LAND

Pursuant to Section 200, 221 and 222 of the Local Government Act 1999 and Council's By-laws #3 and #4

Applicant Details			
I, First Name:		Surname:	
Name of Business / Organisation: (if applicable)		ABN:	
(which in this Permit is referred to as "Permit Holder")			
Of, Address: (if applicable)		Postcode:	
Postal Address:		Postcode:	
Contact Phone Number:		Mobile:	
Email Address:			

Hereby wish to apply to the Council to place a Skip Bin or Shipping Container at the following location:
(which in this Permit is referred to as "the Activity")

Location	
Address:	
<input type="checkbox"/> On the footpath adjacent to the above address <input type="checkbox"/> On the road adjacent to the above address <input type="checkbox"/> Council reserve	
(which in this Permit is referred to as "the Site")	
For the Purpose of:	

NOTES:

- The applicant will need to demonstrate that the activity will not be hazardous to pedestrians or motorists.
- The placing of Skip Bins or Shipping Containers on any road owned by The Department of Planning, Transport and Infrastructure (DPTI) will require written authorisation from that department, prior to consideration being given to this Application by the Council.

Duration - The Permit is required:-					
From:	am/pm	On:	/ /	To:	am/pm
					On: / /

Dimensions	
Width of Pedestrian Access	
Dimensions of Skip (metres)	_____ (H) x _____ (W) x _____ (L)
Will the activity impede line of sight for pedestrians or motorists?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Is street lighting nearby to highlight the area at night?	<input type="checkbox"/> YES <input type="checkbox"/> NO

General Conditions

When the Permit is issued the Permit Holder:

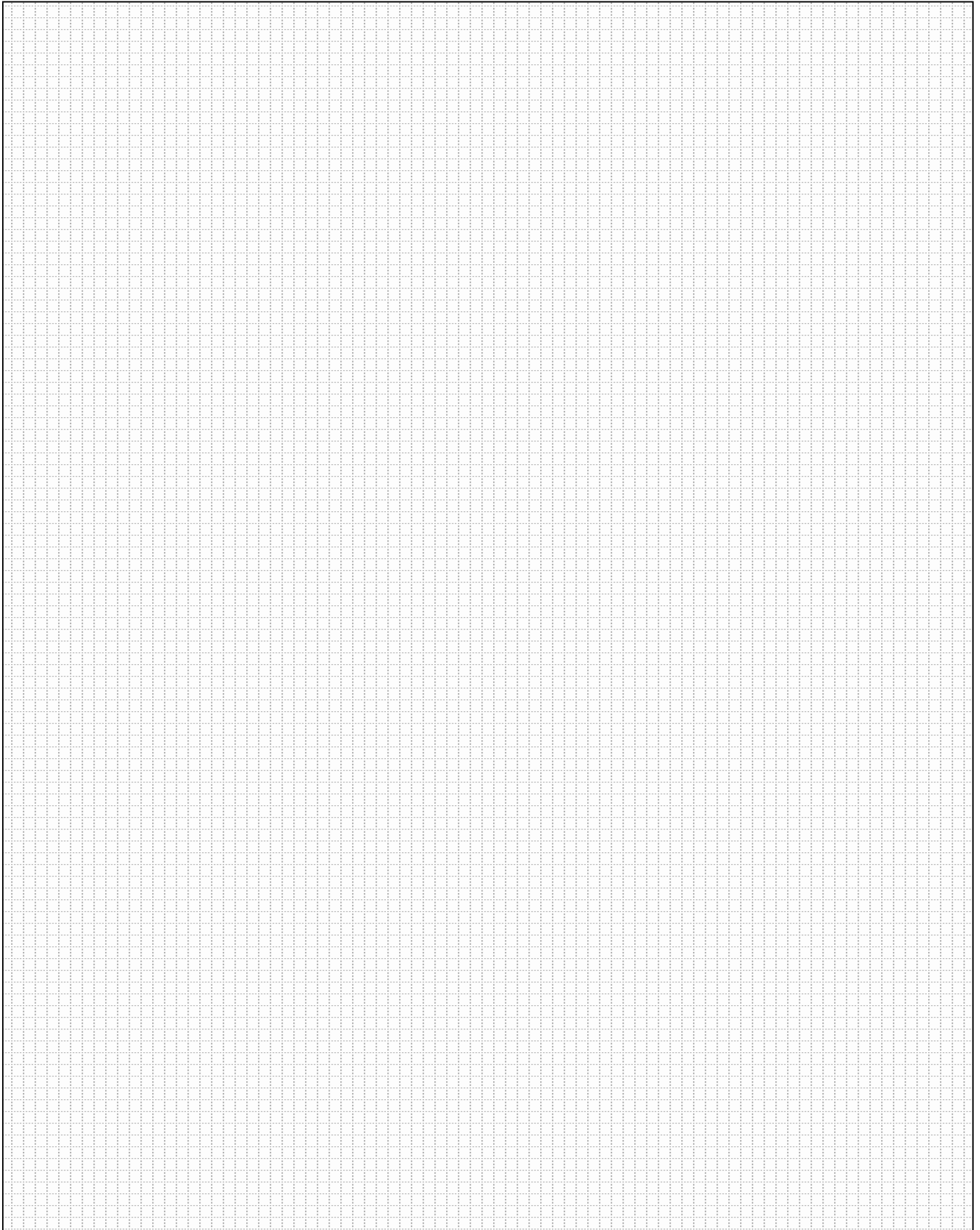
- a. Agrees to comply with all Terms and Conditions set out in the Permit.
- b. Agrees to pay any prescribed fee set out in the Permit.

Permit Conditions

1. The Permit Holder agrees to indemnify and to keep indemnified the Council, its staff and agents against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought on or made by or claimed against any of them arising out of, or in relation to, the granting of the Permit. The permit holder or owner of the skip bin or shipping container shall hold \$10 million public liability insurance for the duration of this permit.
2. During the Term of the Permit, the Permit Holder must comply with all relevant and applicable legislation, codes of practice and Industry, Health or Safety standards, and ensure that the permit holder and any person acting under this permit is licenced to carry out the activity authorised by the Permit. The Permit Holder must ensure that the Activity is conducted in a safe and responsible manner.
3. The Permit Holder must comply with and give all notices required by any Act of Parliament, ordinance, regulation, rule or by-law relating to the Activity.
4. The Permit is NOT transferable.
5. Any costs involved in ensuring compliance with permit conditions or legislative requirement is the responsibility of the permit holder.
6. The Permit Holder must keep the site free from rubbish, vermin at all times and ensure that the site does not detract negatively from the amenity of the area or become hazardous to any person for the duration of the term of the Permit.
7. The Permit Holder must take all necessary precautions to avoid damage to Council land and property or any other services provided in or about the Site. The Permit Holder must immediately notify the Council in the event of any damage to any Council owned property, water, gas, electricity, telephone or any other service, roadway or footpath within the area or connected to the Activity.
8. The Permit Holder will be liable for any damages caused to any infrastructure, service, asset or thing which in the opinion of the Council, has been caused by the activities undertaken in association with this permit. The Council reserves the right to undertake, or arrange to undertake repairs or maintenance to rectify any damage caused as a result of the conducting of the Activity. The Permit Holder will be responsible to reimburse the Council for all of its reasonable costs and expenses.
9. The Permit Holder must ensure that the Site and any hoarding material provided around it are adequately illuminated and that all appropriate barriers, signs, barricades, traffic management and warning devices are installed so as to protect the public from injury or damage in accordance with relevant legislation and standards.
10. The Permit Holder must ensure that the Activity remains within the confines of the Site as specified in the Permit and as set out in the attached Plan (Annexure A).
11. Termination of the Permit by the Council.
The Council reserves the right to terminate the Permit if the Permit Holder breaches any of the conditions of the permit and fails to rectify the breach within a reasonable timeframe. Termination of the permit, including the reason will be in writing to the Permit Holder.
12. The permit holder shall ensure that the activity does not cause a nuisance in accordance with the Local Nuisance and Litter Control Act 2016.
13. On expiry of the term or earlier termination of the Permit, the Permit Holder:
 - 13.1 Will be responsible for reinstating the Site to a standard acceptable to the Council
 - 13.2 Is responsible for all costs incurred in reinstating the Site and removing all rubbish and other material from the Site to a standard acceptable to the Council
14. The Permit will not be effective until payment of any relevant fees has been made, a copy of a valid Certificate of Currency outlining the public liability insurance cover required by the Council is provided and the Permit Holder has received a copy of the Permit signed by an officer of the Council.
15. Extension of the Term.
The Permit Holder agrees that should an extension of the Term be required that the extension is sought from the Council prior to the end of the Term and that the Permit is re-signed by a Council officer for the new Term.

Annexure A – Site Plan

Please provide a sketch of the Site which is to include the exact location where the skip bin or shipping container is to be placed, the width and length of the skip bin, the total width of the roadway, width of remaining pedestrian access, location of any driveways or property access points and any parking controls which are in place at the location where the skip bin is to be placed (the placement of skip bins will not be permitted in restricted parking zones).



Additional Specific Conditions - In addition to the general conditions, the Permit Holder must:

1. **Permit holder to provide a traffic management plan in accordance with Australian Standard 1742.3**
2. **Certificate of Currency of Public Liability Insurance Policy to specify The Barossa Council as an interested party.**
3. **Should approval be granted, the Permit holder must notify all nearby residents of the activity.**
4. **Applicant to provide a risk assessment in relation to the activity.**

Documentation and Declaration:

Enclosed with my application is my (please tick):

- Public Liability Insurance Certificate of Currency (Minimum \$10 Million)
- Risk Assessment for the activity/activity

I acknowledge that I have read and understood the General Conditions (if applicable) and I agree to abide by all Special Terms and Conditions when outlined below

Applicant's Name: _____

Applicant's signature: _____ Date: ____/____/____

OFFICE USE ONLY

Permit: Site inspection required Approved Not Approved

Council Officer:

Signature: _____ Date: _____

EXTENSION OF TERM:

(this section is to be completed by a Customer Service Officer only in the event where the Term of the Permit is to be extended)

From: _____ To: _____

Date: _____

Council Officer: