

APPLICATION & AGREEMENT – ROAD CLOSURE (EVENTS)



www.derwentvalley.tas.gov.au
(03) 6261 8500

P.O. Box 595
New Norfolk TAS 7140

Application and agreement for use for road closure (must be submitted 90 days prior to event).

1. APPLICANT'S DETAILS

Organisation: _____ ABN: _____

Contact name: _____

Contact address: _____

Postal address: _____

Email address: _____ Phone/Mobile: _____

2. EVENT DETAILS

Name of event: _____

Description of event: _____

Date/s of event	Will food be available? <input type="checkbox"/> Yes <input type="checkbox"/> No	Will alcohol be available? <input type="checkbox"/> Yes <input type="checkbox"/> No
Estimated number of people in attendance?	Is the event a car rally? <input type="checkbox"/> Yes (complete section 8) <input type="checkbox"/> No	Is the event a race? <input type="checkbox"/> Yes (complete section 8) <input type="checkbox"/> No
Is the event proposed to take place in a Council Reserve?		
<input type="checkbox"/> Yes	which Reserve? _____	
<input type="checkbox"/> No		

3. PUBLIC LIABILITY INSURANCE

Please note that a minimum of \$10 million public liability insurance cover is required

Name of insurer: _____

Certificate of Currency no.: _____ Expiry date: _____ Amount of cover: _____

Certificate of Currency for public liability insurance attached

4. ROAD CLOSURE DATE AND TIMES

Please indicate day/s, date/s and time/s for road closure below.

PURPOSE FOR WHICH THE HIGHWAY IS TO BE OPENED

Day: ☐ Mon ☐ Tue ☐ Wed ☐ Thu ☐ Fri ☐ Sat ☐ Sun

Date: _____

Road name: _____

From (intersection
or landmark) _____

To (intersection or
landmark) _____

Time:

From: _____

To: _____

Road name: _____

From (intersection
or landmark) _____

To (intersection or
landmark) _____

Time:

From: _____

To: _____

Road name: _____

From (intersection
or landmark) _____

To (intersection or
landmark) _____

Time:

From: _____

To: _____

5. TRAFFIC MANAGEMENT PLAN

A Traffic Management Plan completed by a qualified person to *AS1742 Manual of Uniform Traffic Control Devices* suite of standards is required for all road closure applications.

A Traffic Management Plan to AS1742 is attached and has been prepared by:

The qualified person to supervise and implement Traffic Management Plan at the event will be:

A Safe Work Method Statement for implementing the closure is attached (not required to be submitted if under Tasmania Police control).

Please indicate where your signs, barricades and equipment will be sourced from:

6. EMERGENCY AND RISK MANAGEMENT PLAN

An Emergency and Risk Management Plan is required for all road closure applications and where applicable should address the following types of risks:

- Crowd Management
- Security arrangements
- Slips, trips and fall hazards
- Transport/traffic/road closures
- Food Safety
- Responsible Alcohol Management
- Electrical installations
- Contractors' certificates of currency
- Animals
- Electrical & Gas Safety
- Amusement Structures
- Sharps and Syringes
- Water Hazards
- Tree Hazards
- Temporary structures/stages
- Vehicle movements
- Venue specific hazards
- Contractors' safety plans
- Emergency evacuation plan
- Communications
- Fireworks
- Aircraft landing areas (helicopters)
- Sun protection/shade

☐ **Emergency and Risk Management Plan is attached**

7. CONSULTATION PLAN

Describe how residents, businesses and affected road users will be advised of the closure prior to the event.

8. CAR RALLIES AND COMPETITIVE RACES

(Only complete this section if the event is a car rally or competitive race.)

Applications for road closures which involve car rallies or similar events must include the following with their applications.

CAR RALLIES ARE TO SUPPLY:

- ☐ Permit to Race (or statement of no objection) from Tasmania Police (if available at time of application or to be provided).
- ☐ Hold Harmless Agreement
- ☐ AASA or CAMS approval permit

OTHER COMPETITIVE RACES TO SUPPLY: (eg. cycling, running)

- ☐ Permit to Race (or statement of no objection) from Tasmania Police (if available at time of application or to be provided)

9. ADVERTISING

Council is required to publicly advertise all road closure events on behalf of the applicant and the applicant is required to cover the cost of the advertising.

Where a permit is granted, an invoice will be raised to the organisation for the prescribed fee as per Council's current Fees and Charges Register.

10. TERMS AND CONDITIONS

Upon the granting of a permit, Road closures must be conducted as per the terms and conditions as set

out below:

ACTS AND REGULATIONS

- 10.1 The Applicant shall observe and conform to the requirements of all Statutory rules, provisions and regulations of the Commonwealth of Australia and/or the State of Tasmania for the time being in force as must be complied with by the Applicant, and shall be liable for any breach of such Acts or Regulations, in particular attention will be paid to:
- *Work Health & Safety Act 2012* and Regulations;
 - *Public Health Act 1997*;
 - *Food Act 2003*; and
 - *Building Act 2000*.
- 10.2 The Applicant shall comply with the primary duty of care of a Person Conducting a Business or Undertaking (PCBU) as per the Work Health & Safety Act 2012, noting that Applicants undertaking a Road Closure are treated as a PCBU under the Act and volunteers are recognised as 'workers' under the Act. Event organisers need to be aware of this duty. Insurance and Indemnities

COMPLIANCE WITH PLANS

- 10.3 The Applicant will comply with its:
- Traffic Management Plan; and
 - Safe Work Method Statement; and
 - Emergency and Risk Management Plan.

PERMISSION TO OCCUPY

- 10.4 The Applicant shall only be entitled to occupy and use the particular part or parts of the Road as identified in the permit on the dates and at the times and for the purposes allowed by the permit.
- 10.5 The Council reserves the right to cancel the Applicant's use of a Road on a date shown in this Agreement.
- 10.6 The Council will immediately cancel the Agreement and will not allow the Applicant access to or occupation of any part of the Road in the event that the insurance and indemnity requirements of this Agreement have not been completed, are inadequate or have lapsed.
- 10.7 The Council will not be liable for any loss or damage sustained by the Applicant in the event it determines cancel this agreement.
- 10.8 Where the Council cancels the use in accordance with Clause 10.6, the Council will have no obligation to provide the Applicant with an alternate ground.

INSURANCE AND INDEMNITIES

- 10.9 The Applicant shall not do, or neglect to do, or permit to be done or left undone, anything which will affect the Council's Insurance Policy or Policies in connection with the closure and use of this Road and the Applicant hereby agrees to indemnify the Council to the extent that such policies are affected by commission or omission.

PUBLIC LIABILITY INSURANCE – OBLIGATION TO INSURE

- 10.10 The Applicant shall, at all times during the allocated period of hire, be the holder of a current Public Liability Policy of Insurance (“The Public Liability Policy”) in respect of the activities specified in the Application for Use of the Road in the name of the Applicant providing coverage for an amount of at least \$10 million. The Public Liability Policy shall be effected with an insurer approved by the Council.

The Public Liability Policy shall cover such risks and be subject only to such conditions and exclusions as are approved by the Council and shall extend to cover the Council in respect to claims for personal injury or property damage arising out of the negligence of the Applicant.

- 10.11 The Applicant agrees to indemnify and to keep indemnified the Council, its servants and agents, and each of them from and against all actions, cost, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, arising from the Applicant’s performance or purported performance of its obligations under this Agreement and be directly related to the negligent acts, errors, or omission of the Applicant.

The Applicant’s liability to indemnify the Council shall be reduced proportionally to the extent that any act or omission of the Council, its servants or agents, contributed to the loss or liability.

- 10.12 The Applicant agrees to hold harmless the Council, its servants and agents and each of them from and against all action, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought about or made or claimed against it by any of them arising out of or in any way related to the granting of this Agreement and/or the use of the Road.
- 10.13 Equipment and materials owned, purchased or supplied by the Applicant and brought onto the Road, other than items deemed to form a fixture or fitting of the facility, remain the property of the Applicant and are not the responsibility of the Council.
- 10.14 Personal belongings, money or private property brought onto the Road by any person are not the responsibility of the Council.
- 10.15 Neither the Council or its servants and agents shall be liable for any loss or damage sustained by the Applicant or any person, firm or corporation entrusting to or supplying any article or thing to the Applicant by reason of any such article or thing being lost, damaged or stolen. The Applicant indemnifies the Council against any claim by such person, firm or corporation in respect of such article or thing.

PATRON AND PUBLIC BEHAVIOUR

- 10.16 The Applicant is responsible for maintenance and preservation of good order and the supervision of all persons on the Road during the approved period/s of occupancy and use, and shall take appropriate measures for participant and crowd behaviour and control so as to ensure the safety and security of persons and property within and adjacent to the Road.

SUITABILITY FOR USE

- 10.17 The Applicant must satisfy themselves that the Roads are safe and suitable in all respects for the approved purpose. While the Council will take all reasonable measures to ensure the Road is suitable for and remains safe and fit for the approved purpose of use by the Applicant, a final decision on whether to proceed to use on EACH occasion is the responsibility of the Applicant. In this regard the Applicant must complete and make a written record. The record of inspection must be kept in the records of the Applicant.

CLEANLINESS AND SECURITY

- 10.18 The Applicant is responsible to leave the Road in a clean, tidy and secure manner and must immediately after the conclusion the use remove all rubbish and waste from the area for disposal in an approved waste receptacle.

DAMAGE

- 10.19 The Applicant will accept full responsibility for abuse, damage, destruction or loss of Council property except for normal wear and tear and for damage to private property caused by the use of the Road.
- 10.20 The Council will not be liable for any loss or damage sustained by the Applicant or any other person arising from a decision by the Applicant not to use or to discontinue its use of the Road.

ROAD CLOSURE COSTS TO BE BORNE BY APPLICANT

- 10.21 Unless stated otherwise in writing, all costs of conducting the event, preparing the Road closure documentation and complying with the Permit are to be borne by the Applicant.

INSPECTIONS AND ACCESS BY COUNCIL

- 10.22 The Applicant must provide the Council and its officers and agents with reasonable access to the Road during the period of use.

ASSIGNMENT

- 10.23 The Applicant must not assign the right of occupation and use approved under this Agreement to any other person, organisation or body.

DISPUTES

- 10.24 In the event of any dispute or difference arising as to the interpretation of this Agreement or as to the question of compliance by the Applicant, the matter shall be referred to a person nominated by the General Manager, and the decision of that person shall be final notwithstanding the right of each party for recourse to a process of judicial determination.

PRIVACY STATEMENT

1. Council is committed to upholding your right to privacy.
2. Personal information collected by Derwent Valley Council is used in the provision of services.
3. Information collected will be retained confidentially and disposed of in accordance with requirements of the *Personal Information Protection Act 2004*.
4. You have the right to access your own personal information on request.

11. UNDERTAKING OF APPLICATION AND AGREEMENT

By completing the following section, you are accepting the Terms and Conditions associated with the road closure as set out above. Should this application be approved other special conditions may also apply and these will be set out in an approval letter.

I

of

hereby make application for use of the Road for the dates and times specified and acknowledge having received and read the General Terms and Conditions of use and undertake to be bound by and comply with such Terms and Conditions and any other requirements advised in the Council's approval letter in every. I further undertake to be responsible for ensuring that all individuals or groups using the Road in association with this application comply with the Terms and Conditions.

Signature

Date

Name

Position

CHECKLIST OF ITEMS TO BE ATTACHED

All Applicants

- ☐ Certificate of Currency for Public Liability Insurance
- ☐ Traffic Management Plan to AS1742
- ☐ A Safe Work Method Statement for implementing the closure
- ☐ Emergency and Risk Management Plan

Competition Race Only

- ☐ Permit to Race (or statement of no objection) from Tasmania Police (if available at time of application or to be provided)

Car Rallies Only

- ☐ Permit to Race (or statement of no objection) from Tasmania Police (if available at time of application or to be provided)
- ☐ Hold Harmless Agreement
- ☐ AASA or CAMS approval permit

Please return completed form to Derwent Valley Council – dvccouncil@dvc.tas.gov.au.