

# APPLICATION & AGREEMENT – ROAD CLOSURE (WORKS)



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

P.O. Box 595  
New Norfolk TAS 7140

## 1. CONTACT DETAILS

**Organisation:** \_\_\_\_\_ **ABN:** \_\_\_\_\_

**Contact name:** \_\_\_\_\_

**Contact address:** \_\_\_\_\_

**Postal address:** \_\_\_\_\_

**Email address:** \_\_\_\_\_ **Phone/Mobile:** \_\_\_\_\_

## 2. PURPOSE OF ROAD CLOSURE (description of event/construction)

Description of Works:

\_\_\_\_\_

## WHY IS A ROAD CLOSURE REQUIRED/REQUESTED?

- ☐ To comply with Construction Industry Codes of Practice, it is not practical to keep the road open to traffic during works.
- ☐ The event cannot be held without the road being closed
- ☐ Other reason (describe below)
- \_\_\_\_\_

Is approval also being sought to excavate part of the road surface or alter a part of Council's Infrastructure? ☐ Yes ☐ No

## 3. 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) \_\_\_\_\_

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

**Date:** \_\_\_\_\_

**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:** \_\_\_\_\_

#### 4. 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**

#### 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:

- Slips, trips and fall hazards
- Transport/traffic/road closures
- Electrical installations
- Contractors' certificates of currency
- Electrical & Gas Safety
- Sharps and Syringes
- Water Hazards
- Vehicle movements
- Venue specific hazards
- Contractors' safety plans
- Emergency evacuation plan
- Communications

☐ **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.

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## 8. 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.

## 9. TERMS AND CONDITIONS

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

### COMPLIANCE WITH PLANS

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

### INSURANCE AND INDEMNITIES

- 9.2 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

- 9.3 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.

- 9.4 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.

- 9.5 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.
- 9.6 Personal belongings, money or private property brought onto the Road by any person are not the responsibility of the Council.
- 9.7 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.

#### **CLEANLINESS AND SECURITY**

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

#### **DAMAGE**

- 9.9 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.
- 9.10 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**

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

#### **INSPECTIONS AND ACCESS BY COUNCIL**

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

#### **ASSIGNMENT**

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

## DISPUTES

- 9.14 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.

## 10. 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
- ☐ Evidence that the applicant has planned the works/event and considered the various risks/hazards.  
This may be in the form of a 'Risk Assessment' or 'Safe Work Method Statement'
- ☐ Emergency and Risk Management Plan

Please return completed form to Derwent Valley Council – [dvccouncil@dvc.tas.gov.au](mailto:dvccouncil@dvc.tas.gov.au).