Road Reserve Works Deed

East Arnhem Regional Council ABN 92 334 301 078

EARC

[insert Applicant’s name and ABN/ACN]

Applicant

Table of Contents

[1. Definition and Interpretation 4](#_Toc143700733)

[1.1 Definitions 4](#_Toc143700734)

[1.2 Interpretation 5](#_Toc143700735)

[2. Grant of Permit 7](#_Toc143700736)

[3. Reinstatement 7](#_Toc143700737)

[4. Documents on site 7](#_Toc143700738)

[5. Priority and overlapping works 8](#_Toc143700739)

[6. Traffic Act 8](#_Toc143700740)

[7. Acceptance of risk 9](#_Toc143700741)

[8. Public Information 9](#_Toc143700742)

[9. Record of Road Reserve 9](#_Toc143700743)

[10. Insurance 10](#_Toc143700744)

[11. Responsibility for the Works 10](#_Toc143700745)

[12. Variations 10](#_Toc143700746)

[13. Safety 11](#_Toc143700747)

[14. Damage to services or infrastructure 11](#_Toc143700748)

[15. Indemnity 12](#_Toc143700749)

[15.2 Continuation of Indemnity 12](#_Toc143700750)

[15.3 Payment under the Indemnity 13](#_Toc143700751)

[15.4 Absolute liability 13](#_Toc143700752)

[15.5 Liability not affected 13](#_Toc143700753)

[16. Release 14](#_Toc143700754)

[17. Non-Compliance 14](#_Toc143700755)

[18. Revocation of Permit without cause 14](#_Toc143700756)

[19. Company merger 14](#_Toc143700757)

[20. Notices 15](#_Toc143700758)

[21. Recitals 16](#_Toc143700759)

[22. Interest 16](#_Toc143700760)

[23. Survival of Obligations 17](#_Toc143700761)

[24. General 17](#_Toc143700762)

[24.1 Warranty 17](#_Toc143700763)

[24.2 No contra proferentum 18](#_Toc143700764)

[24.3 Costs and charges 18](#_Toc143700765)

[24.4 Obligations of parties 18](#_Toc143700766)

[24.5 Counterparts 18](#_Toc143700767)

[24.6 Severance 18](#_Toc143700768)

[24.7 Entire deed 19](#_Toc143700769)

[24.8 Governing Law and Jurisdiction 19](#_Toc143700770)

[24.9 Acknowledgement 19](#_Toc143700771)

**This deed made on the day of 2025**

**Parties East Arnhem Regional Council** **ABN 92 334 301 078** of PO Box 1060, Nhulunbuy in the Northern Territory of Australia (“**EARC”**)

**[insert Applicant’s name and ABN/ACN]** of [insert address] (“**Applicant**”)

**Recitals**

* 1. The Applicant wishes to carry out works on EARC controlled roads and road related areas (**Road Reserve**).
  2. The Applicant has agreed to indemnify EARC in the manner provided in this deed.

The parties agree

# 1. Definition and Interpretation

## 1.1 Definitions

In this deed, unless the context requires otherwise:

**Application** means the application signed by the Applicant on or about the date of this deed for the Applicant to carry out the Works on the Road Reserve (in the form of one (or more) of the documents set out in Annexure A.

**Business Day** means any day which is not a Saturday, Sunday or public holiday in Darwin in the Northern Territory of Australia.

**Claims** includes any action, application, arbitration, cause of action, complaint, cost, debt due, demand, determination, inquiry, judgment or verdict:

### at law;

### in equity;

### under contract;

### arising under any statute; or

### arising under any award, enterprise agreement or other instrument made or approved under any law.

**Costs** means any damages (including without limitation aggravated or punitive damages), fines, penalties, costs, charges, fees and expenses (including, without limitation, legal fees, costs and disbursements assessed on a solicitor/own client basis).

**Date for Completion** means the date described in the Schedule.

**Effective Date** means the date of commencement of the Works as described in the Schedule.

**Handover Date** means the date EARC accepts that the Works have been completed in accordance with this Deed.

**Indemnity** means each one or more or all of the indemnities provides by the Applicant in this deed.

**Permit**(s) means the permit(s) that may be granted by EARC to the Applicant following the Application and the execution of this deed in the form of one (or more) of the documents set out in Annexure A.

**Road Reserve** means the road reserve described in the Schedule.

**Specifications** means the specifications for reinstatement located at;

<https://dipl.nt.gov.au/__data/assets/pdf_file/0004/1348735/sscmv9.2b.pdf>

**Superintendent’s Representative** means EARC’s Regional Manager – Transport Infrastructure.

**TMP** means traffic management plan.

**TGS** means traffic guidance scheme.

**Works** means the works proposed to be carried out on the road reserve as described in the Schedule.

**Works Period** means the period commencing on the Effective Date and expiring on the Handover Date.

## 1.2 Interpretation

In this deed:

### headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

### a reference to any person includes that person's executors, administrators, successors, substitutes and assigns, including any person taking by way of novation;

### a reference to this deed or to any other agreement, deed or document includes, respectively, this deed or that other agreement, deed or document as amended, novated, supplemented, varied or replaced from time to time;

### words importing the singular include the plural (and vice versa), words denoting a given gender include the other gender and words denoting individuals include corporations (and vice versa);

### a reference to any legislation or to any section or provision of any legislation includes any statutory modification or re-enactment or any statutory provision substituted for it and ordinances, by-laws, regulations and other statutory instruments issued under any legislation;

### references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this deed and a reference to this deed includes any schedule, exhibit and annexure;

### if more than one person is under an obligation to act or not to act under this deed, the liability of those persons so identified binds each of them severally and every two or more of them jointly;

### where any word or phrase is given a defined meaning, any other part of speech or grammatical form in respect of that word or phrase has a corresponding meaning;

### the word "includes" in any form is not a word of limitation;

### all payments to be made under this deed must be made by unendorsed bank cheque or other immediately available funds and in Australian currency; and

### where any matter or thing is required to be attended to or done on a day which is not a Business Day, it shall be attended to or done on the first day thereafter which is a Business Day.

# 2. Grant of Permit

EARC agrees to grant the Applicant the Permit(s) to undertake the Works on the Road Reserve in accordance with:

### the Application;

### the TMP;

### the TGS;

### any conditions specified on the Permit(s); and

### the conditions set out in this deed.

# 3. Reinstatement

### As part of the Works, the Applicant must (at its cost) reinstate the Road Reserve to the same or better condition as at the Effective Date in accordance with the Specifications prior to the Date for Completion.

### Following completion of its obligations under clause 0(a) the Applicant shall notify EARC and EARC shall inspect the Road Reserve.

### If EARC considers that the Applicant has complied with its obligations under clause 0(a), EARC will issue the Applicant with a notice of confirmation of the Handover Date.

### If EARC considers that the Applicant has not complied with clause 0(a), EARC may (without limitation) engage a third party contractor to reinstate the Road Reserve in accordance with the requirements of clause 0(a) at the sole cost of the Applicant. The Applicant must pay for such costs within 7 days of demand from EARC.

# 4. Documents on site

The Applicant must keep a copy of the approved Permit(s) (including this deed), the TMP and TGS on site at the Road Reserve during the Works Period. If the Applicant does not comply with this requirement, EARC may (without limitation) revoke the Permit without notice and require the Applicant to immediately cease the Works.

# 5. Priority and overlapping works

### The Applicant acknowledges that EARC may grant a permit to another party (Third Party) to undertake works on or near the Road Reserve during the Works Period.

### If this occurs, the Applicant must act in good faith to cooperate with the Third Party. This may involve implementing traffic control modifications to allow both work parties to continue their works, the ability of reprogramming of works or negotiating alternate work time slots.

### Where the Applicant and the Third Party are unable to resolve a dispute relating to the Road Reserve, EARC will provide direction on how to proceed (and the Applicant must comply with such direction). EARC’s direction may be based on the following criteria:

#### necessity to undertake emergency/urgent remedial works;

#### timeframe of possession of site;

#### least obstruction to the public; and

#### reprogramming of works.

### EARC will not be liable for any additional costs to the Applicant that may result from actions or inactions of a Third Party or any direction of EARC pursuant to this clause 0.

# 6. Traffic Act

The Applicant acknowledges that any Permit issued by the EARC will be subject to the limitations of the Traffic Act (NT).

# 7. Acceptance of risk

### a) The Applicant accepts all risks associated with the works. The Applicant is aware of such risks and voluntarily chooses to access EARC’s road reserves accepting that the materialisation of such risks may cause personal injury, death, property damage or economic loss. Some of those risks include (without limitation):

#### risks associated with using EARC’s road reserves;

#### delays to the completion of works by the Applicant;

#### risks associated with accessing EARC’s road reserves at all hours of the day; and

#### other risks of or incidental to the above risks.

# 8. Public Information

Information collected by EARC through the Application will be used for considering the Application and (if appropriate) making the grant of permit. Such information may be disclosed to the public. In collecting this information, all EARC officers will adhere to the EARC Privacy Statement and with the relevant provisions of the Information Act. EARC’s Privacy Statement can be found at: <http://www.eastarnhem.nt.gov.au/privacy/?rq=PRIVACY%20STATEMENT>

# 9. Record of Road Reserve

The Applicant must ensure that digital images that are date and time stamped are to be taken of the Road Reserve prior to the commencement of the Works. The images are to be stored by the Applicant for six (6) months after the Handover Date and are to be available to EARC upon request.

# 10. Insurance

### The Applicant must before commencing the Works effect the following insurances with an insurer and on terms approved by EARC:

#### public liability insurance for at least $10 million for a single occurrence and which covers:

##### EARC;

##### the Applicant; and

##### the Applicant’s subcontractors,

##### for liability to any third party;

#### workers compensation insurance as required by law; and

#### insurance required by law.

# 11. Responsibility for the Works

### The Applicant accepts full responsibility for the Works.

### Without limitation, the Applicant shall be responsible for determining the locations of existing services and must take all necessary steps to protect all services and other infrastructure from damage arising from the Works.

### EARC accepts no responsibility or liability for any omissions or non-conformance with any relevant Australian Standards or other standards associated with the Works and submitted documents supporting the Permit(s), including, but not limited to, all TMPs and TGSs.

# 12. Variations

### The parties acknowledge that site conditions at the Road Reserve may alter during the Works Period. This may result in the need for variations to the TMP and the TGS.

### If EARC or the Applicant considers that variations are required to the TMP or TGS, the Applicant must resubmit all TMPs and TGSs to EARC before implementing them on the Road Reserve (or, if this is not possible because a hazard exists warranting immediate implementation, as soon as practicable after implementation on the Road Reserve).

### EARC may charge the Applicant additional fees for the re-submission of these documents (and such fees will be payable on demand).

# 13. Safety

### The Applicant must observe all necessary safety precautions and requirements (and the law) relating to traffic management, NT WorkSafe, and Australian Standards.

### The Applicant must comply with all EARC directions relating to traffic management (which may include the provision of additional safety lights, barricades and signs) at the Applicant’s cost. For the avoidance of doubt, EARC shall not be liable for any damages or claims arising out of any directions given (or not given) by EARC.

# 14. Damage to services or infrastructure

### The Applicant must contact all relevant authorities (including PowerWater Corporation, National Broadband Network and Dial before You Dig (DBYD)) to ascertain the locations of all underground services and infrastructure prior to the commencement of the Works.

### Where any damage is caused to any existing services, utilities or infrastructure through the Works, the Applicant must report this damage immediately to the relevant authorities (and EARC) and comply with any instructions issued by those authorities (and EARC). If there are any changes or modifications made to the Permit as a result of these instructions, the Applicant must notify the Superintendent’s Representative within 24 hours. If the Applicant does not comply with this clause, without limitation EARC may revoke the permit with immediate effect.

### For the avoidance of doubt, where the Applicant causes damage to infrastructure or services, including concealed services, the Applicant will be liable for the full cost of any necessary repairs.

# 15. Indemnity

### The Applicant agrees to indemnify and keep indemnified EARC (and its officers, agents and employees) from and against:

#### all Costs incurred by the Applicant relating to the Works;

#### all Claims made against EARC (or its officers, agents or employees) related to the Road Reserve between the Effective Date and the Handover Date;

#### all Claims made against EARC (or its officers, agents or employees) arising from or related to any failure by the Applicant to comply with the requirements under this Deed;

#### all Costs incurred by EARC related to any failure by the Applicant to comply with the requirements under this Deed; and

#### any liability, claim or cause of action that may be brought against EARC (or its officers, agents or employees) as a result of or in connection with any act, omission, default, failure, or error on the part of EARC (excluding any negligent act, omission, default, failure or error) relating to or arising from the Works.

## 15.2 Continuation of Indemnity

The Applicant acknowledges that the Indemnity continues in full force and effect without limit in point of time.

## 15.3 Payment under the Indemnity

### It is not necessary for EARC to incur expense or make payment before enforcing the Indemnity. The liability of the Applicant under the Indemnity arises simultaneously with the liability of EARC.

### Upon demand by EARC, the Applicant must pay EARC any sum due and payable by it pursuant to the Indemnity.

## 15.4 Absolute liability

This deed binds each person who has executed it notwithstanding that:

### any person, whether named as a party or not, does not execute this deed or any other document;

### the execution of this deed or any other document by any person is invalid, forged or irregular in any way; or

### this deed or any other document is or becomes unenforceable, void or voidable against any other person.

## 15.5 Liability not affected

The liability of the Applicant under this deed will not be affected by any act, omission, matter or thing that would otherwise operate in law or in equity to reduce or release the Applicant from such liability.

# 16. Release

### The Applicant agrees to unconditionally release, discharge and to not to sue EARC in respect of all liabilities, claims and causes of action that may arise from any act, omission, default, failure or error on the part of EARC (including any negligent act, omission default, failure or error) relating to or arising from the Works or the use of the Road Reserve by any person occurring wholly or partially during the period commencing on the Effective Date and expiring on the Handover Date.

# 17. Non-Compliance

### If the Applicant fails to comply with this deed:

#### EARC may revoke the Permit with immediate effect; and

#### EARC may (at its discretion) rectify the non-compliance itself or engage a third party to rectify the non-compliance at the cost of the Applicant.

### On receipt of such notice of revocation, the Applicant must immediately cease the Works and comply with EARC directions.

### The Applicant must (on demand) pay EARC for all costs of rectifying non-compliance under this clause.

# 18. Revocation of Permit without cause

EARC may revoke the Permit at any time without cause on 24 hours notice to the Applicant. On receipt of such notice of revocation, the Applicant must immediately cease the Works and comply with EARC directions.

# 19. Company merger

Where the Applicant merges with or is purchased by another entity by way of scheme of arrangement or in any other way where the Applicant ceases to exist then the Applicant will ensure that the merged or purchasing entity (or entities) succeeds to and assumes the Applicant 's obligations under this deed.

# 20. Notices

### A notice, consent, information or request that must or may be given or made to a party under this deed is only given or made if it is:

#### delivered or posted to that party at the address specified in this deed,

#### emailed to that party at the email address (if any) stated in this deed,

however, if a party gives to the other party 2 Business Days written notice of a change of that, or a subsequent, address, email address, a notice, consent, information or request is only given or made by that other party if it is delivered, posted or emailed to the latest address or email address.

### A notice, consent, information or request is to be treated as given or made in accordance with the following rules:

#### if it is delivered, when it is left at the relevant address;

#### if it is sent by post, 4 Business Days after being posted; or

#### if it is sent by email, as soon as the sender receives from the sender's system a report of an error free transmission to the correct email address but if delivery or receipt is later than 5pm (local time) on a Business Day, then the notice is deemed to have been given and served on the next Business Day).

### Address

#### EARC: PO Box 1060, Nhulunbuy NT 0881

#### Applicant: [insert address]

### Email address

#### EARC: [John.Shrestha@eastarnhem.nt.gov.au](mailto:John.Shrestha@eastarnhem.nt.gov.au)

#### Applicant: [insert email address]

# 21. Recitals

The parties acknowledge and agree that the Recitals are true and accurate in all material respects and form an operative part of this deed.

# 22. Interest

If the Applicant does not pay any money payable by it under this deed when the same becomes owing, it must pay interest on that amount on demand by EARC. Interest is: payable from the due date until payment is made by the Applicant; and calculated on daily balances at the rate of 4% per annum above the rate for 90 day bills from time to time published in the Australian Financial Review; and capitalised monthly.

# 23. Survival of Obligations

### Each indemnity, release and payment obligation under this deed:

#### is a continuing, separate and independent obligation;

#### is payable on demand;

#### survives and remains unaffected by:

##### termination, discharge or amendment of this deed;

##### an insolvency event affecting a party;

##### a change in the constitution or control of a party;

##### the partial performance of the obligations of the Applicant under this deed;

##### the Applicant's obligations under this deed not being enforceable at any time (whether by reason of a legal limitation, disability or incapacity on the part of the Applicant and whether this deed is void ab initio or is subsequently voided) against EARC; and

##### any other thing happening that might otherwise release, discharge or affect the obligations of the Applicant under this deed.

### A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

### The rights, powers and remedies provided in this deed are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this deed.

# 24. General

## 24.1 Warranty

Each party warrants and undertakes to the other that it has the power to execute, deliver and perform its obligations under this deed and all necessary corporate and other action has been taken to authorise that execution, delivery and performance.

## 24.2 No contra proferentum

No term or provision of this deed will be construed against a party on the basis that this deed or the term or provision in question was put forward or drafted by that party.

## 24.3 Costs and charges

The Applicant indemnifies EARC against and must pay on demand to EARC the amount of all costs, charges, expenses (including, but not limited to, all legal costs and disbursements on a full indemnity basis) which EARC may incur or be liable to pay in connection with:

### the negotiation and preparation of this deed; and

### with the enforcement of, or the preservation of any rights of EARC under this deed.

## 24.4 Obligations of parties

Each party and his or her successors or executors will execute all documents and do all acts necessary for giving effect to this deed.

## 24.5 Counterparts

### This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this deed, all of which together constitute one agreement.

### A party who has executed a counterpart of this deed may exchange that counterpart with another party by faxing or emailing the counterpart executed by it to the other party and, on request by that other party, will thereafter promptly deliver by hand or post to that other party the executed counterpart exchanged by facsimile or email. Delay or failure by that party to deliver a counterpart of this deed executed by it will not affect the validity of this deed.

## 24.6 Severance

Each word, phrase, sentence and clause (‘**provision**’) of this deed is severable and if a court or other body having jurisdiction over this document (‘**Court**’) determines that a provision is unenforceable, illegal or invalid the Court may sever that provision which becomes inoperative and such severance will not affect the other provisions of this deed.

## 24.7 Entire deed

This deed contains the entire agreement of the parties with respect to its subject matter, and supersede all prior understandings, negotiations and agreements, whether written or oral, express or implied.

## 24.8 Governing Law and Jurisdiction

### This deed is governed by the laws of the Northern Territory of Australia.

### Each party submits to the non-exclusive jurisdiction of the courts of the Northern Territory of Australia in connection with any action or proceedings that may be brought at any time, relating in any way to this deed.

## 24.9 Acknowledgement

The parties acknowledge that they enter into this deed fully and voluntarily upon their own information and investigation having ample opportunity to seek independent legal advice.

#### 

**SCHEDULE**

Effective Date: [insert start date for works]

Date for Completion: [insert date planned for completion of works]

Road Reserve description: [insert cadastral/map image]

Works description:

[insert works description]

**ANNEXURE A - PERMIT FORMS**

**FORM 1 - PERMIT FOR TEMPORARY SPEED LIMIT**

|  |  |  |
| --- | --- | --- |
| LOCATION |  | |
| FROM CH: | TO CH: | |
| LOCATION DESCRIPTION |  | |
|  | |
| TYPE OF WORK |  | |
|  | |
| DURATION | | |
| DATE FROM: / /20 DATE TO: / /20 | | |
| Including / Excluding Weekends (circle one) | | |
| TIME (EACH DAY) | Start Shift: Hrs | Finish Shift: Hrs |
|  | Start Shift: Hrs | Finish Shift: Hrs |
|  | Start Shift: Hrs | Finish Shift: Hrs |
| ASSOCIATED PROJECT  No/Name: |  | |
|  | |
| EXISTING SPEED LIMIT/s |  | |
| REQUESTED SPEED LIMIT/s |  | |
| REQUESTING PERSON |  | |
| REQUESTING ORGANISATION |  | |
| EARC AUTHORISATION (Print Name, Sign & Date) | | |
| Name: Signature: Date: / /20 | | |
| Comments: | | |
|  | | |
|  | | |
|  | | |
|  | | |
|  | | |
|  | | |
| EARC Approving Officer to forward authorised document to:  NT Police. | | |

**FORM 2 - PERMIT FOR PORTABLE TRAFFIC SIGNAL**

|  |  |  |
| --- | --- | --- |
| LOCATION |  | |
| FROM CH: | TO CH: | |
| LOCATION DESCRIPTION |  | |
|  | |
| TYPE OF WORK |  | |
|  | |
| DURATION | | |
| DATE FROM: / /20 DATE TO: / /20 | | |
| Including / Excluding Weekends (circle one) | | |
| TIME (EACH DAY) | Start Shift: Hrs | Finish Shift: Hrs |
|  | Start Shift: Hrs | Finish Shift: Hrs |
|  | Start Shift: Hrs | Finish Shift: Hrs |
| ASSOCIATED PROJECT  No/Name: |  | |
|  | |
| EXISTING SPEED LIMIT/s |  | |
| REQUESTED SPEED LIMIT/s |  | |
| REQUESTING PERSON |  | |
| REQUESTING ORGANISATION |  | |
| EARC AUTHORISATION (Print Name, Sign & Date) | | |
| Name: Signature: Date: / /20 | | |
| Comments: | | |
|  | | |
|  | | |
|  | | |
|  | | |
|  | | |
|  | | |
| EARC Approving Officer to forward authorised document to:  NT Police. | | |

**FORM 3 - PERMIT TO WORK WITHIN EARC ROAD RESERVE**

**ROAD OPENING PERMIT**

Information collected on this permit application form may be made available under the *Information Act.*

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| PROPOSED WORK DETAILS | | | | | | |
| Applicant’s Name |  | | | | | |
| Business/Company Name |  | | | | | |
| ABN |  | | | | | |
| Road Name/s |  | | | | | |
| Location of works |  | | | | | |
| Description of works |  | | | | | |
| Dates of Proposed Works | From: / /20 To: / /20 | | | | | |
| DEVELOPMENT/SERVICE & ROAD AGENCY APPROVALS | | | | | | |
| DEVELOPMENT/SERVICE APPROVAL DETAILS: | | |  | | | |
| APPROVAL NUMBER: | | |  | | | |
| WORK ZONE TRAFFIC MANAGEMENT PLAN (TMP) | | | | | | |
| The TMP shall be in accordance with the current AS1742.3, Provisions for Traffic and designed by a Northern Territory Accredited Traffic Management Plan Designer (with Work Zone Level 1 Accreditation) | | | | | | |
| TMP Designed By: Accreditation No. | | | | | | |
| TMP MUST be attached: Yes / No | | | | APPROVED: Yes / No | | |
| INDEMNITY | | | | | | |
| Public Liability Insurance minimum $10 million | | | | | | |
| Policy No. |  | | | | | |
| Policy holder |  | | | | | |
| Insurer |  | | | | Expiry Date / /20 | |
| Copy attached | Yes | | | | If No, permit will not be approved | |
| APPLICANT’S DECLARATION | | | | | | |
| * I/We understand that the permit is granted under the terms and conditions set out on the attached Conditions and Specifications and have read and understand those conditions and agree to comply with them accordingly. * I/We agree to pay all fees and charges as assessed and estimated by EARC prior to approval (non-refundable). | | | | | | |
| Applicant’s Name |  | | | | Phone No |  |
| Signature |  | | | | Fax No |  |
| Date | / /20 | | | | E-mail |  |
| Receipt No: | | | | | Date: | / /20 |
| PERMIT APPROVAL | | | | | | |
| EARC Office Use Only - if all items below have not been met, the permit approval will not be granted | | | | | | |
| Permit approval Number: | Permit expiry date:  / /20 | Processed By: / /20 | | | | |
| Delegated Officer: / /20  Signature: | | | | |
| Special Conditions: | | | | | | |

**FORM 4 - PERMIT TO WORK WITHIN EARC ROAD RESERVE**

**EVENT MANAGEMENT**

Information collected on this permit application form may be made available under the *Information Act.*

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| PROPOSED WORK DETAILS | | | | | | |
| Applicant’s Name |  | | | | | |
| Business/Company Name |  | | | | | |
| ABN |  | | | | | |
| Road Name/s |  | | | | | |
| Location of works |  | | | | | |
| Description of works |  | | | | | |
| Dates of Proposed Works | From: / /20 To: / /20 | | | | | |
| EVENT & ROAD AGENCY APPROVALS | | | | | | |
| EVENT AUTHORITY APPROVAL DETAILS  Name:  Company: | | | ROAD AGENCY APPROVAL DETAILS  Name: EARC | | | |
| APPROVAL NUMBER: | | | APPROVAL NUMBER: See Below | | | |
| WORK ZONE TRAFFIC MANAGEMENT PLAN (TMP) | | | | | | |
| The TMP shall be in accordance with the current AS1742.3, Provisions for Traffic and designed by a Northern Territory Accredited Traffic Management Plan Designer (with Work Zone Level 1 Accreditation) | | | | | | |
| TMP Designed By: Accreditation No. | | | | | | |
| TMP MUST be attached: Yes / No | | | | APPROVED: Yes / No | | |
| INDEMNITY | | | | | | |
| Public Liability Insurance minimum $10 million | | | | | | |
| Policy No. |  | | | | | |
| Policy holder |  | | | | | |
| Insurer |  | | | | Expiry Date / /20 | |
| Copy attached | Yes | | | | If No, permit will not be approved | |
| APPLICANT’S DECLARATION | | | | | | |
| * I/We understand that the permit is granted under the terms and conditions set out on the attached Conditions and Specifications and have read and understand those conditions and agree to comply with them accordingly. * I/We agree to pay all fees and charges as assessed and estimated by EARC prior to approval (non-refundable). | | | | | | |
| Applicant’s Name |  | | | | Phone No |  |
| Signature |  | | | | Fax No |  |
| Date | / /20 | | | | E-mail |  |
| Receipt No: | | | | | Date: | / /20 |
| PERMIT APPROVAL | | | | | | |
| EARC Office Use Only - if all items below have not been met, the permit approval will not be granted | | | | | | |
| Permit approval Number: | Permit expiry date:  / /20 | Processed By: / /20 | | | | |
| Delegated Officer: / /20  Signature: | | | | |
| Special Conditions: | | | | | | |

**Executed and delivered unconditionally by the parties as a deed**

|  |  |  |  |
| --- | --- | --- | --- |
| **Executed** for and on behalf of **East Arnhem Regional Council** **ABN 92 334 301 078** in the presence of: |  |  |  |
|  |
|  |  |  |  |
| Signature of Authorised Person |  |  | Signature of Witness |
| Name of Authorised Person in full | Name of Witness in full |

|  |  |  |  |
| --- | --- | --- | --- |
| **Executed** by **[insert name and ABN/ACN]** in accordance with the Corporations Act by or in the presence of: |  |  |  |
|  |
|  |  |  |  |
| Signature of Director |  |  | Signature of Secretary/other Director |
| Name of Director in full | Name of Secretary/other Director in full |