

# Application For Use Of Temporary Access Crossing



## Details

Applicant

Contact Person

Address

Suburb/Postcode

Telephone (home)

Telephone (mobile)

Email

## Access Crossing

Location

Reserve Number

Starting Date

Ending Date

Require Use (e.g delivery and collection of skip bin, daily access for builder, pool construction etc)

Details (e.g number of vehicles, approx weight of vehicles, approx number of trips per day)

**Declaration:** I hereby undertake to be responsible for the use of the passive area/stage in accordance with the "Conditions of Hire" outlined on the reverse side of this application.

Applicants Signature

Date

**OFFICE USE ONLY**

Key type issued:	Hire Fee (incl. GST): <input type="text"/>	Receipt No: <input type="text"/>
	Security Deposit: <input type="text"/>	Receipt No: <input type="text"/>
	Key Deposit: <input type="text"/>	Receipt No: <input type="text"/>
	Key Return Date: <input type="text"/>	Deposit Authorised for Return: <input type="text"/>
	Asset: Open Space & Leisure Services	
	Authorised Officer: <input type="text"/>	Date: <input type="text"/>

**This Application MUST be produced upon demand to Authorised Persons.**

This form is not approved unless the authorised Council signature is on form. (Printed by Gosford City Council, 49 Mann Street, Gosford Reviewed 2014).

**Conditions of Hire - Temporary Access**

1. A Public Liability Insurance cover for a minimum of \$20,000,000 is to be supplied by the following applicants: sporting codes, incorporated bodies, users occupying a facility more than ten times a year, hirers gaining a financial benefit from the event, or contractors undertaking works on the site or via the site.
2. Liabilities: The Public Liability policy must either note Council as owner and the hirer as occupier of the site for the date(s) of hire and contain a cross liability clause, or contain a general condition that these type of activities are specifically covered by the policy.
3. Assets: Council will not be responsible for any equipment brought on site.
4. Council will inspect the location prior to hire, however, it is the responsibility of the hirer to conduct their own inspection of all surfaces prior to the commencement of activity to ensure the surface is in a suitable and safe condition for use. Surfaces deemed unsafe must not be used until repaired. All inspections must be documented and any issues or damage to grounds and/or surrounds are to be reported to Council as soon as practical.
5. Indemnity: The hirer agrees to indemnify, protect, defend and hold harmless Gosford Council from and against any and all claims, demands, actions and proceedings whatsoever in relation to personal injury or property damage caused by or occasioned during the hirers use of the facility and shall indemnify the Council for any and all fees, costs and expenses incurred in respect thereof.  
 Note 1: This indemnity does not operate where the said personal injury or property damage is sustained as a result of a negligent act or omission on the part of Council or its servants.  
 Note 2: The hirer will be responsible to have this indemnity noted and accepted by its insurer.
6. The organiser is responsible for set up in such a way that it prevents damage to people or property by providing adequate precaution ie. temporary netting or fencing. Approval is to be sought from Council prior to any temporary fencing, barriers etc are erected.  
 Note 1: All star pickets are to be capped, flagged bunting is the preferred method of connecting star pickets.  
 Note: 2: Roping off must only occur shortly before the commencement of activities and must be taken down immediately at the conclusion. Rope must be adequately highlighted by brightly coloured ribbon and long enough to be highly visible, tied at no less than one (1) meter along the full length of the rope.
7. Structures utilising scaffolding must be certified structurally stable by a practising structural engineer and a certificate submitted to Council prior to the event.
8. The location of all structures, eg temporary fences, is to be erected to the satisfaction of the Manager Open Space & Leisure Services or representative.
9. The organisers must take suitable precautions to ensure the safety and must endeavour at all times not to disturb or inconvenience the general public.
10. Parking, other than vehicles essentially required for the activities, will not be permitted on turfed areas.
11. The organiser is responsible to ensure safe vehicle movement in a public reserve ie. one person in front and one person behind vehicle whilst in motion. Vehicle is not permitted to proceed faster than a walking pace.
12. Signs are not permitted in Gosford Council reserves unless authorised by Council's Open Space & Leisure Services section.
13. The area must be left in a clean and tidy condition at the conclusion of the event devoid of all rubbish and debris, if not a service fee for cleaning will apply.
14. Environmental protection measures are required. Where an environmental assessment is required to be undertaken, a fee will apply.
15. The security deposit will only be refunded after a site inspection by a Council Officer and the return of keys (if applicable). Keys are to be returned within seven (7) days of temporary access end date.
16. Any damages will be deducted from the security deposit.