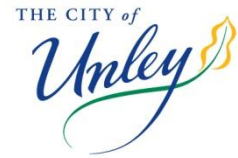


**Road Alteration Permit**  
 Local Government Act 1999  
 Section 221



<b>Permit Holder</b>	Name:  Address
<b>Permitted Alteration</b>	
<b>Part of Road to be Altered</b>	The part of the public road named  within the suburb of
<b>Granted For</b>	<input type="checkbox"/> Term <input type="checkbox"/> Act <input type="checkbox"/> Occasion
<b>Fee</b> <i>(Invoice Enclosed)</i>	
<b>Additional Conditions</b>	
<b>Permit Holder Signature</b>	..... Signature of Permit Holder  ..... Date
<b>Authorised by City of Unley</b> <i>(Office Use)</i>	..... Signature of delegate  ..... Date      Name and Position of delegate

**This permit is subject to the conditions stated on the permit (see reverse/following pages).  
 This permit may be cancelled at any time for breach of condition.**

**If this permit expires or is cancelled, the Council may remove and dispose of any structure, object or substance erected, placed or installed on the road by virtue of this permit and may recover the costs of undertaking those works from the permit holder.**

See Part 2 of Chapter 11 of the *Local Government Act 1999*.

## Permit Conditions

1. The rights conferred by this permit do not create or confer upon the permit holder any tenancy, estate or interest in, over or under the road.
2. The permit holder must maintain the permitted alteration in good repair and safe condition at all times while it remains on, over or under the road.
3. The permit holder must ensure that the permitted alteration does not interfere with or cause damage to or affect in any way:
  - 3.1 any adjoining property (except with the consent of the owner and occupier of such);
  - 3.2 any wire, post, cable, pipe or other property or infrastructure belonging to the Council, a service provider (including but not limited to Telstra, SA Water, United Water, Boral, SA Power Networks, Origin Energy Limited or any federal, state or local government department or authority) or any adjoining property owner;
  - 3.3 the use of the road or adjoining area by the public or any person legally entitled to use the road or other adjoining area.
4. If the permit holder causes or contributes to any damage or interference described in clause 3, without limiting the provisions contained in clauses 8-11, the permit holder indemnifies the Council to the full extent permitted by law against any claim made against the Council for such damage or interference and the permit holder must, at the Council's election, make good any damage or reimburse the Council for any cost or expense it incurs in making good the damage.
5. The permit holder must effect and maintain at all times while the permitted alteration remains on, over or under the road, a public risk insurance policy in the amount of **TWENTY MILLION DOLLARS (\$20,000,000.00)** per claim or such other amount as the Council may reasonably require from time to time and such policy must:
  - 5.1 be with an insurer and on terms approved by the Council;
  - 5.2 be in the name of the permit holder and note the interest of the Council;
  - 5.3 have no limit on the number of claims that can be made under it;
  - 5.4 cover events occurring during the policy's currency regardless of when claims are made;
  - 5.5 note that despite any similar policies of the Council, the permit holder's policy will be the primary policy; and
  - 5.6 require the insurer to notify the Council if the policy is varied or allowed to lapse.
6. The permit holder must not undertake the alteration to the road until the permit holder has provided to the Council a copy of the public risk insurance policy specified in clause 5.
7. Evidence of the public risk insurance policy specified in clause 5 must be provided to the Council each time that the policy is required to be, and is, renewed.
8. The permit holder uses and alters the road at its own risk.
9. The permit holder acknowledges that the Council does not warrant that the road will, at any time, be structurally or otherwise suitable for the permitted alteration.
10. The permit holder indemnifies the Council from and against all actions, costs, claims and damages, which may be brought or claimed against the Council or incurred by the Council arising out of or in relation to the granting of this permit and the permitted alteration.
11. The permit holder releases the Council from any liability or claim resulting directly or indirectly from any accident, damage, loss or injury occurring or arising from the permitted alteration, the permit holder's use and alteration of the road or any damage caused to the permitted alteration.
12. The permit holder must remove any structure, object or substance erected, placed or installed under the authorisation of this permit at the expiry or cancellation of the permit.
13. Council may, at the permit holder's cost, do anything which the permit holder should have done under this permit but which the permit holder has not done or which the Council reasonably considers the permit holder has not done properly.