

OBSTRUCT A THOROUGHFARE

APPLICATION GENERAL TERMS AND CONDITIONS



1. GENERAL

- a. If the obstruction is complex or the applicant is unsure about the need for an Obstruction Permit, the applicant should contact the Obstruction Approval team to discuss the proposed obstruction and obstruction site prior to submitting this application.
- b. The applicant agrees to supply correct and honest information on any forms, documents, plans, or other instruments requested by the City.
- c. The applicant agrees to supply all requested documents in the required form, containing the requested information and within the requested timeframe as determined by the City.
- d. Not supplying valid information in the form and timeframes needed may result in delays in processing, added fees and charges or cancellation of the application.
- e. You must pay all fees and charges by the due date before the City can issue a permit.

2. APPLICATION CONDITIONS

- a. Applicants must be over 18 years old and have the capacity and authority to enter into a legal agreement.
- b. Applying for an obstruction permit does not guarantee an obstruction permit will be issued.
- c. The City will assess all applications for accuracy, content, third party requirements and risk to determine any further conditions, or approval process.
- d. The applicant acknowledges that through the application process, the City or other external agencies may need conditions or requirements added to the Obstruction Permit.
- e. Should a permit application be delayed or declined, the City takes no responsibility for any third-party commitments that the applicant has entered into.
- f. No activity or work can begin at the site until an Obstruction Permit for those works is issued.

3. SUPPLYING FALSE OR MISLEADING INFORMATION

- a. Supplying falsified, misleading, or purposely withholding information may result in changes to application conditions, fees, delay in permit approval or cancellation.

4. RIGHTS TO AMEND OR CANCEL

- a. After submitting the application but before the conclusion of the permit timeframe, either the applicant or the City may request changes to the application.
- b. The changes, and terms on which they are made, must be agreed to in writing by both parties before they can be endorsed and may result in added fees being charged.
- c. The City reserves the right to close or restrict access to a worksite, cancel or amend an application/permit to:
 - i. remove or address any unsafe situations;
 - ii. manage emergency or critical incidents;
 - iii. respond to changed weather, fire or security conditions;
 - iv. undertake urgent maintenance or repairs;
 - v. allow alternative use of the space; or
 - vi. manage the non-compliance of an event permit condition.
- d. The City will not be responsible for any unexpected situations that may affect the works or access to the worksite such as; storm damage, changed weather conditions, road closure, vandalism, antisocial behavior, theft, damage or the hostile action of other persons.

5. DEPOSIT, BOND AND FEE PAYMENTS

- a. A non-refundable application fee is payable at application submission.
- b. Unless you make prior arrangements with the City, you will need to pay the balance of any

applicable fees, charges, and full payment of the bond prior to the issuing of an obstruction permit.

- c. The return of the bond or City Services deposit will only occur once all inspections and restoration/maintenance periods have expired.
- d. You may undertake repair or restoration of any damage as a direct result of the works only by agreement with the City.
- e. Should the City undertake the repairs, the costs will be deducted from the bond prior to it being considered for return. You will be invoiced for the difference, should the damages exceed the value of the bond.

6. SPECIAL CONDITIONS

- a. The City may add special conditions to the Obstruction Permit.
- b. In the case of any conflict between these Application General Terms and Conditions and any Obstruction Permit special conditions, the latter shall take priority.

7. LEGAL

- a. References to the applicant refers to the person submitting the application or any person or entity the applicant is acting for or on behalf of.
- b. References to the City refers to the City of Perth as a local government and can refer to a person representing the City of Perth in these matters.
- c. These Application General Terms and Conditions are written in accord with the Local Government Act 1995 and any subsidiary legislation made thereunder.
- d. You must not unreasonably withhold permission to share relevant information.
- e. This clause shall survive the termination of the agreement.

As the Applicant, you have read and understand this Application General Terms and Conditions document and acknowledge that the acceptance and progression of the application is dependent on complying with the conditions.