

Asset Protection Permit Terms and Conditions -

1. A person must not, without an Asset Protection Permit, remove, destroy, damage or interfere with, or cause, suffer or permit to be removed, damaged or interfered with, any Road, Council Land or other Council asset.
2. A builder must ensure that no Council assets are damaged as a result of building work or any work associated or connected with building work including the delivery or removal of any material or the like to or from the building site.
3. A person who makes an application for an Asset Protection Permit must:
 - a) lodge with the Council an application in a form approved by the Council; and
 - b) pay the application fee.
4. The Council may require a person to provide additional information before further considering an application for an Asset Protection Permit.
5. An Asset Protection Permit may:
 - a) allow a person to enter land from a road other than by a permanently constructed vehicle crossing;
 - b) allow building materials or equipment to be deposited on Council Land or a Road in circumstances where the storage of such materials or equipment on the land containing the building site is not possible or practical; and
 - c) allow a builder's refuse facility to be placed on land other than the land containing the building site in circumstances where the placement of the builder's refuse facility on the land containing the building site is not possible or practical.
6. An Asset Protection Permit may be subject to such conditions as the issuing Authorised Officer determines, including but not limited to:
 - a) requiring that any or all Council assets damaged be repaired, replaced or reinstated within a specified time and to a specified standard; and/or
 - b) requiring a temporary vehicle crossing to be installed and maintained for the duration of any building work.
7. In Asset Protection Permit expires on the date specified on the permit or, if no date is specified, 12 months after the date of issue unless it is renewed or revoked sooner.
8. A builder must not, without an Asset Protection Permit, allow:
 - a) entry to the building site other than by a pre-existing vehicle crossing; or
 - b) building material or equipment to be deposited on any land other than the land containing the building site.
9. Regardless of whether a building permit had been issued or is required, a builder:
 - a) must notify the Council, in writing, of the proposed building work at least 7 days before building work commences.
 - b) may provide to the Council written notice of any prior damage to any Council asset or part thereof at least 7 days prior to the commencement of any building work or the delivery of any equipment or building materials.
 - c) must notify the Council, in writing, immediately on becoming aware of any damage to any Road, Council Land or Council asset as a result of the building work or work associated with the building work, including the delivery or removal of materials or equipment; and

- d) must repair, to the satisfaction of the Council, any damaged Council asset that was damaged as a result of the building work or any work associated with the building work, including the delivery or removal of material or equipment.
10. In deciding to grant an Asset Protection Permit, the Council may, at any time, require the applicant to provide to it a security bond, the amount of which is to be proportionate to the likely cost of repairing any potential damage to any Council asset.
 11. The Council may retain so much of the security of the bond as is necessary to offset the costs of repairing any damage to Council assets or remedying any breach of this Local Law or a failure to comply with the conditions of the Asset Protection Permit.
 12. Upon completion of the building work, or the expiry of an Asset Protection Permit, the Council must, subject to sub-clause (11), refund any remaining amount of the security of the bond to the person who lodged it.
 13. If the Council is unable to locate a person entitled to a refund under sub-clause (12), the money held by the Council must be dealt with in accordance with the *Unclaimed Money Act 2008*.
 14. For the purpose of determining whether any damage to a Council asset has been caused in the course of building work, a failure to provide notice under sub-clause (9) identifying specific damage will give rise to a presumption that the specific damage was caused by the builder and was as a result of or associated with the carrying out of building work.
 15. It is a defence to an offence against subclause (1) for the builder to prove that the specific damage was not caused by, or as a result of, the building work or any work associated with the building work.