



ACT
Government

Transport Canberra and
City Services

Application for Public Unleased Land Permit

Section 45 of the *Public Unleased Land Act 2013* (ACT)

Submit form to:

Public Land Use Team

Transport Canberra and City Services

tccs.commlanduse@act.gov.au

Please note a minimum of 28 days is required for processing applications

Type of activity

- Temporary storage of construction/building material
- Waste Bins
- Commercial waste bins/skips
- Overflow carparking
- Market activities
- Other

Description of activity

Location

Development or project name

Block and Section N^o (if known)

Suburb

Street address

Commencement date and time

Completion date and time

Amount of public land to be used (m²)

N^o of gazetted parking bays to be used

Applicant's details

Please complete (A) if an individual is applying to use public unleased land, or (B) if applying on behalf of a company to use public unleased land.

A. Individual

Full name

Email

Phone

Have you had any convictions or finding of guilt within the last 10 years against a law of a state or territory for offences related to the use of public unleased land?

Yes No

Have you had any previous non-compliance in relation to using public unleased land? (eg. failing to remove an object from public unleased land).

Yes No

Have you had an application for a licence or permit to carry on activity on public unleased land refused?

Yes No

If you answered YES to any of the above, please provide details:

B. Company

Note only a director or executive officer can apply on behalf of a corporation.

Full name and position

Email

Phone

Company name

ACN

Company address

For the below questions, please note the following are **relevant persons**:

- a) executive officer of the corporation;
- b) a person who exercises the power to take part in directorial, managerial or executive decision for the corporation;
- c) a person who has power to elect or appoint a person as an executive officer in the corporation;
- d) a person who has power to exercise a significant influence in relation to the conduct of the corporation;
- e) a related corporation; and
- f) an executive officer of a related corporation.

Have any relevant persons of the corporation had any convictions or finding of guilt within the last 10 years against a State or Territory law for offences related to the use of public land?

Yes No

Have any relevant persons of the corporation had any previous non-compliance in relation to using public unleased land? (eg. *failing to remove an object from public unleased land*)

Yes No

Have any relevant persons of the corporation had an application for a licence or permit to carry on activity on public unleased land refused?

Yes No

If you answered YES to any of the above, please provide details:

Guarantor (*the Land Use Team will advise upon receipt of application whether a Guarantor is needed*)

In the event the Applicant is unable to pay the required fee, please provide details of the party who will act as a guarantor for the applicant.

.....
Signature of Guarantor

.....
Signature of Witness

.....
Print name

.....
Print name

Payment of fees

Use of public unleased land will incur fees. Please select your preferred payment method:

Upfront payment Monthly invoice

Note: In some circumstances the Land Use Team will require part payment of fees upfront.

Declaration

- I acknowledge I have read the 'Important Information for Applicants' (page 5).
- I acknowledge I have read and accept all terms and conditions (pages 5-7).
- I acknowledge I will abide by any additional conditions that may be attached to the permit.
- I declare that the information provided is true and correct.
- I understand it is an offence to make a false or misleading statement, give false or misleading information or produce a false or misleading document under the *Criminal Code 2002 (ACT)*.

Applicant's Signature

Witness Signature

Date

Witness Name

The below section is for office use only

Permit holder

Permit number

Approved

Date: / /

Not Approved

Authorised officer name

Position number

This decision is made under section 57 of the Public Unleased Land Act 2013.

Block and section number

Suburb

Street address

Approved from (date and time)

Approved to (date and time)

Fees

Approval conditions



Important Information for Applicants

This application form is to be completed to use public unleased land, for example to temporarily place objects or materials on public unleased land. If you intend to use public unleased land for an event, you will need to complete an Event Application Form – please contact tccs.publicland@act.gov.au

The permit can only be granted for a maximum of three (3) years (section 59 of the *Public Unleased Land Act*).

Following receipt of this application, the Public Land Use Team may require the following supporting documents:

1. Proof of Public Liability Insurance with a minimum cover of \$20 million
2. Risk Management Plan
3. Landscape Management and Protection Plan that has been endorsed by Place Coordination (TCCS)
4. Temporary Traffic Management Plan that has been approved by Roads ACT (TCCS)
5. Dilapidation Report
6. Detailed Site Plan showing areas of public land to be used

It is an offence to:

- use public unleased land without a permit (section 43 of the *Public Unleased Land Act*).
- fail to comply with conditions set out in a permit (section 44 of *Public Unleased Land Act*).

Terms and Conditions

'Applicant' - is defined as the person who completes and signs this 'Application to Use a Public Place'. Where the applicant represents an organisation or company, the applicant is assumed to have authority from the organisation or company to act on its behalf and enter into this agreement.

'Guarantor' is a person who guarantees to pay a borrower's debt in the event the borrower defaults on a loan obligation. A **guarantor** acts as co-signer because they pledge their own assets or services in case the original debtor cannot perform their obligations.

'Permit holder'

This is the person or entity named to whom a permit approval is granted, as named on the permit.

'Territory' - refers to the Australian Capital Territory Government and its agencies.

'Transport Canberra and City Services' (TCCS) - is a Directorate within the Australian Capital Territory Government responsible for the management and use of Unleased Territory Land.

Additional Conditions

Approval for the activity may include site conditions as determined by TCCS.

Cancellation or modification of approval

It may be necessary to include additional conditions, or cancel a permit, at any time if required for safety reasons. This includes the likelihood of damage to Territory Property as a result of rainfall, Total Fire Ban or other natural events or conditions. In such cases, the Territory will not be liable for any losses incurred by the permit holder but may consider refunding any fees paid, should the need arise for the area to be vacated as advised by the Territory. The permit holder should, as a matter of courtesy, inform the Land Use Team if an approved activity is to be cancelled or modified for any reason.

Damage to Public Artworks

The permit holder is responsible to check if public artworks are located within their permit area. If so, the artwork must be protected from damage. All damage to ACT Artworks must be repaired to the satisfaction of Arts ACT and at the expense of the permit holder. A list of Arts ACT public artworks and a map of their locations can be located at <http://www.arts.act.gov.au/public-art/list>.

Damage to Territory property

The permit holder will be responsible for any damage to Territory property caused by the activity. This includes damage to roads, footpaths, kerbs and gutters, fences, gates, furniture, signs, BBQs, trees, verge vegetation (including turf), irrigation systems or any other property. The permit holder agrees to report any such damage to Land Use Team on (02) 6205 9850 as soon as practicable, and to repair the damage or reimburse the Territory for costs incurred in repairing the damage to TCCS satisfaction.

Drones

Drones are not considered as part of this application unless specifically requested, authorised and approved, by all relevant agencies.

Exclusive use

It should be noted that although approval has been given to use public unleased land for your activity, it does not guarantee exclusive use of that land as it always remains a public place. TCCS will, however, seek to avoid any conflicts arising with other approved events or municipal activities.

Fees

Fees are charged for the use of Public Unleased Land for Municipal Activities. Fees are determined under the [Disallowable Instrument](#) under the [Public Unleased Land Act 2013](#). Please contact the Public Land Use Team on (02) 6205 9850 for further details. Failure to pay associated fees may result in the cancellation of the permit and a removal notice issued. All invoices generally carry a 28-day payment period, however the Public Land Use Team may adjust this requirement, failure to pay invoices within this timeframe may result in cancellation of the permit and removal notices being issued.

Gates/Vehicle Access

It is the permit holder's responsibility to leave the gate as found (open or closed, locked or unlocked), unless otherwise authorised by TCCS. A gate unlocked by the permit holder must be attended while open then locked after use. A fee may apply for gate access. If access to gates is required, please provide additional information on this application. Vehicle access into irrigated parks will not be generally supported. If vehicle access is permitted, access must be kept to a minimum and must be for set-up and emergency purposes only. Vehicles over 4 tonnes are not permitted under any circumstances.

Guarantee

A Guarantee or Bond may be required depending on the type of works and possible potential damage to Territory Land. This determination will be made by the Municipal Land Use Coordinator.

Irrigation

Where there is an irrigation system in the park, the control box must not be blocked by construction fencing and 24-hour access must be given to the park maintenance team. Where activities include erecting structures and/or driving pegs or stakes into grassed areas, pegs should not be driven more than 200mm deep within irrigated areas. Where appropriate, you may be referred to park maintenance team to arrange for the marking of the irrigation system.

Legal Compliance

The permit holder must ensure that all persons involved in the activity are aware of and abide by Laws and Regulations governing the area, as shown by local regulatory signage and any additional conditions that may be attached to the approved application.

Movable Signage

It is the permit holder's responsibility to ensure compliance with the Code of Practice for Movable Signs, this can be located at <https://www.legislation.act.gov.au/View/di/2019-41/current/PDF/2019-41.PDF>

Permit holder's Responsibilities

This permit authorises the permit holder for the use of unleased Territory Land only. It is the responsibility of the permit holder to seek all necessary advice on further licensing requirements by other agencies (eg. Justice and Community Services for liquor licences, Roads ACT for Road opening and closing, Environment Protection Authority for noise related permits and the National Capital Authority for the use of National Land) in relation to the activity.

Power Access

If your activity is using power, any power leads crossing pedestrian areas must be suspended at least 2.4 metres above the pavement. Power cables must carry an inspection tag which is less than three months old. For further information please contact WorkSafe ACT on (02) 6207 3000.

Privacy Statement

TCCS adheres to the [ACT Information Privacy Act 2014](#). As a rule, the personal information that is provided to us is not passed on to private organisations or third parties without your written consent. However, your information may be provided to the ACT Civil and Administrative Tribunal (ACAT) or another court or tribunal if required by law. You can view our privacy policy on the About US page within the above link.

Public safety and insurance

The permit holder will take all reasonable steps to ensure the safety of the general public in the activity. In particular, the permit holder will inspect the area immediately prior to use to ensure that it is safe for that use and report to the Territory as soon as possible any hazard detected on that inspection. Commercial operators must provide evidence of a current Public Liability Insurance Policy to a value of at least \$20 million, or as determined by the ACT Insurance Authority in conjunction with TCCS.

Removal of litter and waste

The permit holder will ensure that all litter and rubbish resulting from the activity is removed from the site regularly, this includes temporary signage. Further action may be taken if commercial waste litters Public Land as a result of irregular rubbish removal.

Sound

Permit holders must ensure the sound generated does not impact adversely on nearby businesses or residents and must comply with the levels list below.

Further information on acceptable noise levels can be obtained by contacting the Environment Protection Authority on 13 22 81.

Location	7am–10pm (8am-10pm Sunday & Public Holidays)	10pm–7am (10pm-8am Sunday & Public Holidays)
Civic centre and other major town centres (Belconnen, Gungahlin, Woden, Tuggeranong)	60dB(A)	50dB(A)
Group centres such as Dickson and Kingston	55dB(A)	45dB(A)
Smaller local centres such as Griffith and Lyneham	50dB(A)	35dB(A)
Residential areas	45dB(A)	35dB(A)

Structures on designated land

Several parks within the ACT require Works Approval from the National Capital Authority (NCA) for the erection of any structures on Designated Land. You will be advised if this requirement applies upon application.

Suitability information

In deciding whether a person is suitable to hold a permit, the director-general (or delegate of) must consider:

- a) any conviction or finding of guilt for an offence against the *Public Unleased Land Act 2013* (ACT) s a substantially corresponding law;
- b) any non-compliance with a legal obligation in relation to carrying on an activity on public unleased land;
- c) any previous refusal of a permit application; and
- d) any other matter relevant to the person's ability to safely and responsibly carry on an activity on public unleased land.

Deed of Unconditional Financial Undertaking

Dated _____

Parties

Australian Capital Territory

AND

FULL NAME OF APPLICANT:

ACN:

PERMIT NUMBER:

AND

FULL NAME OF GUARANTOR:

Prepared by

**Financial undertaking for City Services
to use a public place for Municipal
Activities**

Transport Canberra and City Services

Business Strategy and Support

City Services

GPO Box 158

Canberra ACT 2601

Ph: 02 6205 5341

Fax: 02 6207 6255

Parties: **Australian Capital Territory**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (**Territory**) represented by the Transport Canberra and City Services Directorate.

FULL NAME OF APPLICANT:

ACN:

PERMIT NUMBER:

APPLICANT BUSINESS ADDRESS:

FULL NAME OF GUARANTOR:

RESIDENTIAL ADDRESS:

Recitals

- A. The Applicant has submitted an application to Use a Public Place for [insert type of activity and location details].
- B. The Guarantor has agreed to provide a financial undertaking to the Territory in the form of this Deed.
- C. A public unleased land permit will be granted to the Applicant pending the approval of the application to Use a Public Place and the execution of this Deed.

It is agreed by the parties as follows.

1. Interpretation

1.1 Definitions

The following definitions apply in this Deed, unless the context otherwise requires.

Contact Officer for the:

- See clause 3.4 of this Deed*
- (1) **Territory:**
Address: GPO Box 158
Attention: Darren Gerrard
Email: Darren.Gerrard@act.gov.au
 - (2) **Applicant:**
Address: [Insert]
Attention: [Insert]
Email: [Insert]

Facsimile: [Insert]

(3) Guarantor:
Address: [Insert]

Attention: [Insert]

Email: [Insert]

Facsimile: [Insert]

Effective Date The date on which the Agreement commences.

See clause 2.2 of this Deed

Maximum Amount The total amount owed by the Applicant, or such other amount as may be agreed by the parties in writing.

See clauses 2.1 and 2.2 of this Deed

2. Undertaking

2.1 Undertaking

The Guarantor unconditionally and irrevocably agrees to pay to the Territory on demand without reference to the Applicant and separate from any notice given by the Applicant to the Guarantor not to pay any amount, any sum or sums which may from time to time be demanded in writing by the Territory up to the Maximum Amount.

2.2 Continuing Liability

The Guarantor's liability under this Deed is a continuing liability, from the Effective Date, until payment is made up to the Maximum Amount or the Territory notifies the Guarantor in writing that the undertaking is no longer required.

3. General

3.1 No reduction or release

(1) The Guarantor will not be discharged, released or excused from all or any part of this Deed by any act, omission, matter or thing (including any failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Deed or the Agreement) unless released by the Territory by a notice under this Deed.

(2) The Guarantor's obligations under this Deed remain in effect despite the Applicant being bankrupt or insolvent, entering into voluntary administration or making any arrangement with its creditors or taking advantage of any statute for the relief of insolvent debtors.

3.2 Governing law and compliance with the law

This Deed is governed by and construed in accordance with the law for the time being in force in the Australian Capital Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

3.3 Severability

Any provision of this Deed that is illegal, void or unenforceable will not form part of this Deed to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Deed will not be invalidated by an illegal, void or unenforceable provision.

3.4 Notices

Any notice, including any other communication, required to be given or sent to either party under this Deed must be in writing and given to the relevant Contact Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.