

# Traffic Control Indemnity Form



## Deed of Indemnity

1. I, (*print name*)

being an authorised representative of

the "**Applicant**" agree to enter this deed for and on behalf of the applicant as a condition and in consideration of the grant of the permit (the "**Traffic Control Permit**") issued by **Redland City Council** to the applicant in response to the attached application form signed by

Name

in the capacity of

and dated

(the "**Form**")

2. The applicant acknowledges that the exercise of its rights under the Traffic Control Permit will be at the sole risk of the Applicant.

3. The applicant by this document indemnifies, and agrees to keep indemnified, Redland City Council, its officers, employees and agents against any liability, loss, damage, claim, suit, action, demand or proceedings ("**Claims**") and any cost and expense in connection with defending, settling or responding to such claims (including legal costs and expenses) in respect of any loss of life or injury (including illness) to any person or loss of or damage to any property, howsoever arising that may be brought by any person or corporation against the Council, its officers, employees and agents arising directly or indirectly in connection with any of:

- (a) the traffic control referred to in the form and as defined in the Traffic Control Permit ("**Traffic Control**"), irrespective of whether the Traffic Control Permit is complied with;
- (b) without limitation to 3 (a), any wilful or negligent or unlawful act, default or omission of the Applicant, its officers, employees, agents or contractors in connection with the Traffic Control;
- (c) without limitation to 3 (a), any breach of, or failure to comply with, any of the conditions, warranties, representations or other obligations expressed in the form or the Traffic Control Permit by the applicant, its officers, employees, agents or contractors (where the Traffic Control Permit conditions will prevail to the extent of any inconsistency with the form),

## Deed of Indemnity Cont.

The applicant's liability to indemnify Redland City Council, its officers, employees and agents shall be reduced proportionally to the extent that an act or omission of Redland City Council, its officers, employees and agents, may have contributed to the loss, damage, death or injury.

The applicant now releases and discharges Redland City Council from any claims and any cost and expense in connection with defending, settling or responding to claims (including any cost and expense) which may but for the provisions in this deed be brought or made against or suffered by Redland City Council.

- 4. This indemnity is in addition to, and not exclusive of, any other remedies that may be available to Council, whether at common law, by statute, or otherwise.
- 5. This deed will operate from the date of issue of the Traffic Control Permit and will survive expiration, termination or cancellation of the Traffic Control Permit.
- 6. The failure by Council to enforce any clause or condition of this deed, the application or the Traffic Control Permit, or any forbearance, delay or indulgence granted by Council to the applicant will not be construed as a waiver of its rights under this deed.
- 7. The applicant acknowledges that the grant of the Traffic Control Permit is a condition precedent to the operation of this deed and that the applicant's entry into this deed does not create any obligation on the part of Council to grant the Traffic Control Permit.

## Executed as a Deed

**Signed by (two authorised representatives names)**

Name

Signature

Name

Signature

For and on behalf of Company/Business

Signature of applicant's duly authorised representative

Signature

Date

Details of Witness

Name

Signature

Date

CSRDM005 – 06/01/2016

**Information Privacy Act 2009** - Redland City Council is collecting your personal information in order to process this application. The information will only be used by authorised Council Officers for the purpose of a Traffic Control Indemnity form and ensuring our records are accurate. Your information will not be given to any other person or agency unless you have given us permission or we are required by law to do so.