

Private Works – NSI Rock



Information

Application to be used where works are to be undertaken by Approved Contractors on behalf of Land owners.

Applicant Details

Title: Mr Mrs Ms Miss

Given name(s)

Surname

Residential address

Suburb

Postcode

Postal address

Suburb

Postcode

Phone (W) (H)

Mobile

Email address

Location of Property

Location of Property where work is to be undertaken.
(please draw location map for proposed works on next page)

Location of Work

Lot:

Plan:

Contractor Engaged

Contractor Name:

Business name:

ABN:

Details of Work to be Undertaken: Conditions

1. By signing this form, you certify that you are the authorised representative of the owner of Property identified above (Owner), and have authority to agree to these conditions, and attached Deed of Indemnity, in your own right and on behalf of the Owner. Council may, at any time, require you to produce written evidence of that authority.
2. Rock supplied to you must be used exclusively for the purpose of undertaking emergency protection work to the Property.
3. You and the Owner are responsible for ascertaining quantities and qualities of rock required for the Work.
4. You and the Owner are responsible to ensure that all necessary insurances, approvals and/or permits are obtained for the Work prior to commencement of work (this may include other approvals from Council).
5. Rock is provided subject to the attached Deed of Indemnity.
6. Council may change or cancel this supply arrangement at any time. Neither you nor the Owner will not be entitled to compensation in the event of any change or cancellation, other than reimbursement of any pre-payment made to Council.
7. **Plant and Equipment and Labour**
 - a) You and the Owner must provide, at your own cost, all plant and equipment and labour necessary in order to perform the Work.
 - b) In carrying out the Work, you and the Owner must only use plant and equipment which meets all relevant legislative or governmental requirements.
 - c) You must give notice to Council of the time and date the rock is required, at least 5 business days in advance.
8. **Payment methods**
 - a) **All rock must be pre-paid for via the use of a credit / debit card or cheque payable to Redland City Council.**
 - b) Use of Credit/debit card can be made over the phone by calling ICCU unit on 3829 8668
 - c) Payment by cheque payable to Redland City Council marked “**Rock Fisherman Rd Quarry code ROC1.0**”.
 - d) The price for rock is \$81.03 per cubic metre at floor Fisherman Road quarry (GST Exclusive).
 - e) If rock is required after hours (Friday 4:00pm to Monday 7:00am and public holidays) an extra cost will be incurred of \$77.35 p/h “Rock Fisherman Rd Quarry code **ROC1.1**”

Details

Date/Time required / / at: _____ am/pm

The price for rock is listed in the Redland City Council Register of Fees under ‘NSI **Code: ROC1.0**

Total required _____ **Cubic Metres**

CSRD013 – 19/4/2022

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.

Redland City Council PO Box 21 Cleveland QLD 4163 | T 07 3829 8999 | F 07 3829 8765 | E rcc@redland.qld.gov.au | W www.redland.qld.gov.au

Private Works – NSI Rock

Site Details (Exact location plan of where work is to be carried out)

Office Use Only			
Code:	ROC1.0	Property No:	
Amount:	\$	CSC Initials	
Receipt Number:		Date:	

RDM Office use only	
To be completed upon acceptance by RCC Officer	
Council's quotation for the supply as specified _____ per cubic metre access to rock at Fisherman Road Quarry +GST id	
I, _____ of the Redland (Council Officer Signature employee No) City Council Authorities the above mentioned.	
Receipt No:	
Job Number:	

CREDIT CARD DETAILS – VISA / MASTERCARD ONLY																
Charge amount \$		Expiry		/		CCV		Card holder name								
Card number																
														Signature		

Indemnity Form Deed of Indemnity

I, (print name) (Contractor)

being an authorised representative of (Principal)

agrees to enter this deed on my own behalf, and on behalf of the Principal, as a condition and in consideration of the granting of permission 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”)

1. In the remainder of this document, references to the “Application” are a reference to both the Contractor and the Principal, jointly and severally.
2. The Applicant acknowledges that the exercise of its rights under this permission will be at the sole risk of the Applicant.
3.
 - a) The Applicant by this document indemnifies, and agrees to keep indemnified, Redland City Council (or its officers, employees and agents) against any liability, loss, damage, claim, suit, action, demand or proceedings (“Claims”) brought by any person, and any cost or expense arising out of or in connection with defending, settling or responding to any such Claims (including legal costs and expenses on an indemnity basis), in respect of any Indemnified Matter.
 - b) The above indemnity is to apply in respect of any loss of life or injury (including illness) to any person, or any loss of or damage to property, howsoever arising.
 - c) The Indemnified Matters to which the above indemnity applies are any matter arising directly or indirectly in connection with any of:
 4.
 - a) the Applicant’s use of rock supplied by the Council (Works);
 - b) without limitation to 3 (a), any wilful or negligent or unlawful act, default or omission of the Applicant (or its officers, employees, agents or contractors) in connection with the Works; and
 - 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 Private works - NSI Rock form (CSOM 002 NSI) by the Applicant (or its officers, employees, agents or contractors).
 - d) 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.

5. 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.
6. This deed will operate from the date of issue and will survive expiration, termination or cancellation of the works
7. 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.
8. The Applicant acknowledges that the granting of access to rock reserve or subsequent works is a condition precedent to the operation of this deed and that the applicant’s enters into this deed does not create any obligation on the part of Council to grant the Traffic Control Permit.
9. The Applicant acknowledges that the Council may vary or cancel its arrangement to supply rock to the Applicant at any time, in Council’s absolute discretion, and the Applicant will have no entitlement to compensation for such variation/cancellation (other than reimbursement of any pre-payment made to Council to the extent that the quantity of rock supplied is reduced)

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

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