

LICENSE TO ERECT TEMPORARY SIGNS OR BANNERS

Prior to consideration of this application, Council requires:

- Certificate of Currency or Certificate of Insurance demonstrating public liability coverage.
- Outline of the inspection process to ensure signs are maintained in an appropriate and safe manner.
- Detailed advice of the locations where the signs will be placed.

This license is issued to: _____(Company name)

_____ (Name of Applicant)

For: _____(Event name)

And authorises the licensee to locate temporary signage at:

_____ (Location of Signage)

Signage will be erected on the: _____ and removed on the: _____

The signs are made of: _____ and measure: _____

GENERAL CONDITIONS OF LICENSE

Indemnification

The licensee agrees to indemnify and to keep indemnified, and to hold harmless, the Council, its servants and agents and each of them from and against all actions, costs, claims, demands, charges and expenses whatsoever which may be brought or made or claimed against them or any of them in relation to the granting of this licence.

Public Risk Insurance

The licensee shall take out and keep current a public risk insurance policy in the name of the licensee insuring for the minimum sum of ten million (\$10,000,000) all actions, costs, claims, damages, charges and expenses whatsoever may be brought or made or claimed against the licence in relation to the granting of this licence.

Disclosure and Evidence of Policy

The licensee shall not commence the activity until evidence of such public risk insurance policy is given to the Council. Such policy shall bear the endorsement of the Insurer indicating the Insurer accepts the indemnity given by the licensee.

Compliance with Requirements

The licence shall comply with all notices required by any Act of Parliament, ordinance, regulation or by-law relating to the use of the licence.

TEMPORARY SIGNS POLICY

The City of Marion will control the public amenity of the Council area regarding the promotion of a local event of a religious, educational, cultural, political, social or recreational character.

Under the Local Government Act 1999, Section 221, it is an offence to interfere with any structure (which includes poles and fixtures) on a public road or erect or install a structure (which includes pipes, fixtures, fittings and objects) in, on, across, over or under a public road without the authority of Council.

Section 234 of the Local Government Act, 1999 states that Council may remove and dispose of any object (which includes temporary signs) which has been placed on a public road without authorisation and recover the costs of doing so.

Definitions:

Signs includes moveable signs where appropriate and also includes posters that comprise an advertisement for a local event of a religious, educational, cultural, political, social or recreational character.

Principles:

Prior to any signs being posted, affixed or erected on property under the care and control of Council, ETSA Utilities or Transport SA (TSA) for the purposes of announcing a local event of a religious, educational, cultural, political, social or recreational character, Council consent must be obtained.

Where Council consent is given, the following terms and conditions for signs must be complied with:

1. The total area of all advertisements of this kind on one building or site must not be more than two square metres (if this criteria is not met, development approval is required).
2. The advertisement must only be displayed for a period not exceeding one month prior to the event and for one week after the conclusion of the event.
3. The advertising display must not move, flash, reflect light and not be internally illuminated.
4. The sign shall be affixed flat against the surface, in a well secured manner.
5. The organisation erecting the temporary sign shall be responsible for refixing or replacing the sign, should it be damaged or lost.
6. The sign shall be fixed in a position where it does not obstruct the vision of motorists, or may pose a hazard to pedestrians or other road users
7. Signs must be securely fixed, or posted and maintained in good repair and conditions at all times.
8. Signs must be designed, made and presented in a quality manner (the intent is that signs must not tear apart and become a danger to road users and end up as litter)
9. Signs must not reduce the effectiveness of other signs and traffic control devices.
10. Signs must not be affixed under any circumstances to trees, shrubs, or other plants or at any location that may cause damage to Council property.
11. The wording on signs should be appropriate. Approval will not be given for signage which is pornographic, offensive, defamatory, abusive, sexist, racist, illegal etc.
12. The person or organisation erecting the sign is also responsible for ensuring that safety is maintained whilst the sign is being installed or removed, and that no traffic disruption is to occur during the installation or removal process.
13. The person(s)/organisation to whom consent is granted and any persons acting on their behalf, accept full responsibility for any personal injury, damage or loss in any way arising out of or consequent upon the display of signage material and the person(s) responsible acknowledges that the Council, have no liability or responsibility in relation to such matters whatsoever.

14. It is a condition precedent to the granting of consent that if any breach occurs which results in action by or on behalf of the Council to enforce the conditions of the policy and thereby results in costs and expenses for the Council, then such costs and expenses will be recovered by the Council from the person(s)/organisation responsible. These costs will include removal and/or destruction of the offending material by an officer or agent of the Council.
15. Should the applicant propose to use property belonging to any party - other than Council, they must firstly obtain the written consent of that third party. Upon request by the Council, the applicant must produce such written consent. In cases where there is property involved belonging to any other party, Council approval will be subject to all of the relevant matters contained in this policy.
16. A site location plan illustrating the exact location of the sign(s) should be provided with each request.
17. Approval for temporary signs and banners to be located within the Council area will be granted on an annual basis only.

Exemptions:

This Policy does not apply to moveable signs which:

- directs people to the open inspection of any land or building that is available for purchase or lease;
- direct people to a garage sale that is being held on residential premises; directs people to a charitable function;
- is a flat sign containing only the banner or headlines of a newspaper or magazine; or covers an area larger than two square metres, as they are covered under By-Law No. 2 or by the Development Act

I acknowledge that I have read and understand the licence conditions and agree to abide by the said conditions.

Name: _____

Signature: _____ **Date:** ____ / ____ 20____

Your details: **Phone:** _____ **(home)** _____ **(work)**

Fax: _____

Authorised Council Officer:

Name: _____

Position: _____

Date: ____ / ____ / 20____

CONTACT DETAILS

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