

Terms and Conditions

14, Applegate, Arbroath

(1) A copy of the consent and associated plan shall be kept on the premises and presented upon demand to an officer of the roads authority or a police constable in uniform.

(2) The applicant shall indemnify Angus Council as roads authority for and against all actions, claims, demands, costs, charges, damages, losses and expenses of whatever kind or nature which may be brought or made against them or incurred by them in respect of the act, omission or default of the applicant arising in respect of any operation authorised by the consent unless due to the negligence or other breach of legal duty on the part of the council or of any person for whom the council is responsible.

(3) The applicant is required to have and maintain in force for the duration of the consent period public liability cover with a minimum indemnity limit of £5 million for each claim arising. Evidence of insurance shall be provided on request.

(4) Any damage caused to or at the authorised location during the consent period shall be made good at the expense of the applicant to the satisfaction of the roads authority without delay.

(5) The roads authority may carry out an inspection of the location in respect of which consent is being sought. The applicant shall provide any information reasonably required by the roads authority in connection therewith.

(6) Without prejudice to section 59(4) of the Roads (Scotland) Act 1984, the Items (including the barrier referred to in section (7) below) shall be immediately removed from the authorised area by the holder of the consent in the case of an emergency, as requested by the roads authority or by a police constable in uniform. The roads authority may withdraw or vary the terms of consent at any time in the interests of vehicular or pedestrian safety and free traffic flow.

(7) A barrier forming a boundary to the authorised area shall be provided at the expense of the holder of the consent in accordance with the following:-

(a) constructed or formed to a minimum height of 1.0 metres;

(b) set back a minimum of 5.8 metres from the front face of the building line at 14 Applegate;

(c) constructed so as not to form a danger to any person(s) with a visual impairment or other disability (a top and bottom kick rail shall be provided); and

(d) designed to the satisfaction of the Director of Infrastructure.

(8) The authorised area shall be always kept clean and tidy. The applicant shall remove or clean litter, spillages, dirt, filth or other offensive matter from the authorised area and the surrounding vicinity arising from its use to the satisfaction of the Director of Infrastructure. The authorised area shall be managed by the applicant in such a way as to avoid causing nuisance to neighbouring proprietors or to the public.

(9) Consent to place Items at the authorised area does not carry with it any right to interfere with any apparatus above, below or within the footway for example, underground pipes or overhead cables. Service providers who may have apparatus in the vicinity of the authorised area include but may not be limited to:-

Angus Council's Street Lighting Partnership, Scotland Gas Networks, Scottish Water, Scottish & Southern Energy, British Telecom or other media service providers.

It shall be the responsibility of the applicant to contact any such service providers for appropriate advice and the applicant will be deemed to have satisfied themselves as to the position of such apparatus.

(10) In the event of contravention of any of these terms and conditions, the roads authority may:

(i) in terms of Section 59(4) of the Roads (Scotland) Act 1984, remove the Items including the barrier and recover such expenses as are reasonably incurred; and/or

(ii) withdraw consent for the Items to be placed at the authorised area.

(11) Any consent granted is personal to the applicant and may not be transferred to any other person, firm or company.

(12) This application is for consent under section 59 of the Roads (Scotland) Act 1984 only. The Applicant is responsible for obtaining any other consents, permissions or licenses required for the applicant's proposed use of the authorised area. The applicant should seek separate advice in relation to any such other consents, permissions or licenses that may be required. Further information can be obtained by contacting Angus Council's services for planning & sustainable growth, trading standards, consumer protection and environmental health, and liquor or civic licensing matters.

Consent/Refusal of Consent

**Director of Infrastructure
Angus Council
Angus House
Silvie Way
Orchardbank Business Park
FORFAR
DD8 1AN**

***A. Consent to the foregoing Application is hereby granted, subject to the terms and conditions stipulated and agreed to by the Applicant.**

Signed Date.....

**Craig Hudson
Traffic & Transport Manager**

or

~~***B. Consent to the foregoing Application is not granted for the reasons set out in the accompanying letter.**~~

~~Signed Date.....~~

~~**Craig Hudson
Traffic & Transport Manager**~~

* delete as appropriate