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Policy Title:	<b>Access to Advertising Devices on Private Land</b>
Policy No:	234
Policy Subject:	Lease of Private Land / Tourism
Directorate:	Community & Cultural Services
Department:	Tourism
Responsible Officer:	Chief Executive Officer
Authorised by:	North Burnett Regional Council
Adopted Date:	Policy & Strategy Meeting – 07/02/2012
Review Date:	07/02/2014
Authorities:	

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### DEFINITIONS:

**“Advertising Device”** means a highway billboard, sign or banner.

**“Private Property”** means a privately owned dwelling, building, structure and/or land.

**“Property Owner and/or Occupier”** is defined as the ratepayer/s, title owner/s and/or tenant/s occupying or having control of the property under an agreement/lease.

**“Vegetation”** is defined as trees, bushes, forest regrowth, grasses and weeds.

### INTRODUCTION:

North Burnett Regional Council has a number of Billboards, signs and banners throughout the North Burnett Region which are located on private property. These advertising devices need to be accessed for upgrades and routine maintenance. The purpose of this policy is to provide the guidelines to allow Council to access advertising devices on private land through an Agreement between Landholders and Council.

Council is mindful of, and sensitive to, privacy rights and give due regard to this right to entry. This policy defines the process that staff shall follow regarding notification of property owners and occupants. It is the desire of the North Burnett Regional Council and its staff to work with the landholder/occupier of the land in a positive and collaborative manner. North Burnett Regional Council staff shall respect the privacy and legal rights of property owners, only accessing properties to implement specific duties in maintenance and development of advertising devices.

## **OBJECTIVES:**

The objectives of this policy are to –

- Provide guidelines to which Authorised Council Staff shall follow to access private land for the purpose of developing and maintaining Council owned advertising assets located on private land.
- Provide a framework for which Advertising Agreements shall be based on, between North Burnett Regional Council and the Landholder/Occupier.
- Advertising Agreements shall cover the following areas:
  - a) Parties bound by the agreement
  - b) Term of the agreement
  - c) Landholders Responsibilities
  - d) Councils Responsibilities
  - e) Remuneration to Landholder for access to private land
  - f) Outline process of informing landholder of Councils intent to enter.

## **POLICY:**

### **Parties Bound by the Agreement**

The parties bound by the Agreement to Enter shall be the signatories to the Agreement.

### **Term of the Agreement**

The term of the Agreement shall be for the time stipulated on the Agreement (3 years) or until the property changes ownership – whichever comes sooner.

### **Landholders Responsibilities**

1. To allow access to the site of the advertising device so that authorized Council staff can carry out maintenance and upgrades to the asset.
2. To report any damage to the asset to Council at the earliest convenience.

### **Council Responsibilities**

1. **Limitations of Access and Work**  
Council shall respect the privacy and legal rights of property owners and/or occupiers and access to private properties will be limited to specific duties in relation to advertising devices located on the property.
2. **Vegetation Management**  
Council will be responsible for vegetation management surrounding the advertising device. The vegetation will be controlled within the immediate surrounds of the advertising device to allow for unobstructed viewing of the advertising device from the applicable roadside. Council will ensure advertising devices are free from obstruction by vegetation and will obtain permits for the clearing of vegetation where necessary.

3. Repairs and Maintenance  
Council will ensure advertising devices are routinely inspected and prompt repairs carried out as necessary.
4. Personal Liability Insurance  
Ensure Council is covered for accidental injury and/or loss in case damage by wind causes part of the structure to give way.
5. Notification of Intended Entry to Private Land
  - a) Council employees will contact property owners and/or occupiers prior to entering their property/land in order to seek permission for entry. This contact will be made in accordance with the contact details and preferred method as supplied to Council in the Access Agreement.
  - b) Employees shall determine if the property owner/occupier is present and inform them of the purpose of his/her visit. Where the property owner/occupier is not present employees shall carry out their duties and leave advice in writing prior to departing from the property.
6. Time Limitations on Entry to Private Land  
Employees shall not enter private property that is used primarily for residential purposes except between 8 am to 5 pm, excluding weekends and public holidays, without prior consent by the property owner and/or occupier.
7. Council Code of Conduct Whilst Working on Private Land  
Council employees shall always carry out their duties in a courteous and professional manner.

Whilst working on private property, Council Staff will ensure that:

- a) entry to private property is for specific purposes related to Council services;
- b) cause as little inconvenience as possible;
- c) remove any items prior brought onto the private property;
- d) leave the property in the condition in which he/she found it and
- e) Cooperate as much as possible with the property owner/occupier.

### **Lease Payments**

The landholder shall receive half the minimum General Rate for Relevant Rate Category, remitted on a yearly basis, with the ability to extend for a further 3 years, if both parties agree.



Mailing Address: PO Box 390, Gayndah Qld 4625  
Street Address: 34-36 Capper Street, Gayndah Qld 4625  
Telephone: 1300 696 272  
Facsimile: (07) 4161 1425  
Email: admin@northburnett.qld.gov.au  
Web: northburnett.qld.gov.au  
ABN: 23 439 388 197

## Agreement with Landholders/Occupiers regarding Access to Advertising Devices on Private Land

AGREEMENT made on the \_\_\_\_/\_\_\_\_/2013.

between **NORTH BURNETT REGIONAL COUNCIL** (the owner) and the user named in Part A of this agreement. The parties to this agreement agree to allow Staff members of North Burnett Regional Council access to advertising devices situated on Private Land for the purpose of development and maintenance of the asset, in accordance with the terms and conditions outlined in Part B for the period of

..... to .....

### PART A

LANDHOLDER/OCCUPIER

NAME:.....

LANDHOLDER ADDRESS:

.....

CONTACT/RESPONSIBLE PERSON:

.....

CONTACT DETAILS:

Tel: .....

Email: .....

ADDRESS OF PROPERTY:

.....

LOT AND PLAN NUMBER OF AFFECTED PROPERTY:.....

## **PART B**

### **TERMS AND CONDITIONS**

#### Parties Bound by the Agreement

The parties bound by the Agreement to Enter shall be the signatories to the Agreement.

#### Term of the Agreement

The term of the Agreement shall be for the time stipulated on the Agreement (3 years) or until the property changes ownership – whichever comes sooner.

#### Landholders Responsibilities

1. To allow access to the site of the advertising device so that authorized Council staff can carry out maintenance and upgrades to the asset.
2. To report any damage to the asset to Council at the earliest convenience.

#### Council Responsibilities

##### 1. Limitations of Access and Work

Council shall respect the privacy and legal rights of property owners and/or occupiers and access to private properties will be limited to specific duties in relation to advertising devices located on the property.

##### 2. Vegetation Management

Council will be responsible for vegetation management surrounding the advertising device. The vegetation will be controlled within the immediate surrounds of the advertising device to allow for unobstructed viewing of the advertising device from the applicable roadside. Council will ensure advertising devices are free from obstruction by vegetation and will obtain permits for the clearing of vegetation where necessary.

##### 3. Repairs and Maintenance

Council will ensure advertising devices are routinely inspected and prompt repairs carried out as necessary.

##### 4. Personal Liability Insurance

Ensure Council is covered for accidental injury to motorists in case damage by wind causes part of the structure to give way.

##### 5. Notification of Intended Entry to Private Land

- a) Council employees will contact property owners and/or occupiers prior to entering their property/land in order to seek permission for entry. This contact will be made in accordance with the contact details and preferred method as supplied to Council in the Access Agreement.
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- d) leave the property in the condition in which he/she found it and
- e) Cooperate as much as possible with the property owner/occupier.

**Lease Payments**

The landholder shall receive half the minimum General Rate for Relevant Rate Category, remitted on a yearly basis, with the ability to extend for a further 3 years, if both parties agree.

Signed for and on behalf of User

.....  
 .....  
 Please Print

In the presence of

.....  
 .....  
 Please Print

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Signed for and on behalf of  
**NORTH BURNETT REGIONAL COUNCIL**

.....  
 .....  
 Please Print

In the presence of

.....  
 .....  
 Please Print

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

North Burnett Regional Council is collecting your personal information in order to form an agreement for access to advertising devices on your land. This information will be provided to Council staff to carry out upgrades and routine maintenance as required. No information will be disclosed to any third party unless required to by law. This information will be stored in a secure location by Council for the maximum retention period as required by the Public Records Act 2002.