

02099/14

DATED 21st January

2014⁵

**THE COUNCIL OF THE
BOROUGH OF TORBAY**

- and -

GALLIFORD TRY PARTNERSHIPS LIMITED

- and -

THE NATIONAL HOUSE-BUILDING COUNCIL

AGREEMENT

under Section 278 of the Highways Act 1980
in connection with
Street Works at

PRESTON DOWN ROAD PAIGNTON

in the Borough of Torbay

THIS AGREEMENT made the 21st day
of January Two Thousand and Fifteen

BETWEEN

THE COUNCIL OF THE BOROUGH OF TORBAY of the Town Hall Castle Circus
Torquay TQ1 3DR ("the Council") (1)

GALLIFORD TRY PARTNERSHIPS LIMITED ("the Developer") a company registered
in England and Wales under Company Number 00800384 and whose registered office
is at Cowley Business park Cowley Uxbridge Middlesex UB8 2AL ("the Developer") (2)
and

THE NATIONAL HOUSE-BUILDING COUNCIL a company registered in England and
Wales under Company Number 320784 and whose registered office is at NHBC
House Davy Avenue, Knowlhill, Milton Keynes, Bucks MK5 8FP ("the Surety") (3)

WHEREAS:

(1) THE Council is the highway authority for the area within which the Works
described in clause 2.1(p) ("the Works") are situated at Preston Down Road Paignton

(2) THE Council and the Developer have agreed to enter into this Agreement
pursuant to section 278 of the Highways Act 1980 to secure the execution of and
payment for the Works which will be of benefit to the Developer and of benefit to the
general public at large

NOW THIS DEED WITNESSES as follows :

1. ENABLING POWERS

This Agreement is made pursuant to section 278 of the Highways Act 1980 and
all other powers enabling

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

The following terms in this Agreement shall have the following meanings:-

(a)	"the Communication Policy"	means the document titled <i>Street Works and Works for Road Purposes Communications Policy</i> annexed hereto
(b)	"the Certificate of Satisfactory Completion"	means the Certificate issued by the Proper Officer to the Developer upon satisfactory completion of the Works in accordance with the Drawing
(c)	"the Council" and "the Developer"	includes their respective successors in title and assigns
(d)	"the Drawing"	means the drawing numbered B9902/710 rev C1 and (and any amended or additional drawing signed by the Proper Officer) which shall accord with the technical requirements of the Proper Officer and shall be approved by the Proper Officer prior to commencement of the Works
(e)	"the Estimated Cost"	means the sum of £ 11,000 being the amount which is in the opinion of the Proper Officer the cost of carrying out the Works within the period specified in this Agreement

(f)	"the Final Certificate"	means the Certificate issued by the Proper Officer on the satisfactory completion of the Works
(g)	"the Maintenance Period"	means the period of 12 months immediately following the date of the issue of the Certificate of Satisfactory Completion
(h)	"the Notice of Commencement"	means 14 days' prior notice in writing served by the Developer upon the Proper Officer of its intention to proceed with the Works
(i)	"Occupied"	means occupied for residential purposes and does not include occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations
(j)	"the Proper Officer"	means the officer of the Council for the time being appointed for the purposes of this Agreement or of any provision contained herein
(k)	"Satisfactory Completion"	means the satisfactory completion of the Works in accordance with the Drawing
(l)	"the Specification"	means the specification for Highway Works 1991 produced by Her Majesty's Stationery Office as amended from time to time

(m)	"the Start Date"	means the date of this agreement
(n)	"Statutory Undertaker"	Means a statutory undertaker as defined in Section 329(1) of the Highways Act 1980 and other undertakers and public utility suppliers deemed to be statutory undertakers for the purposes of that Act.
(o)	"Traffic Manager"	means the officer appointed by the Council to act as Traffic Manager for the purposes of the Traffic Management Act 2004;
(p)	"the Works"	means the works set out in the Schedule
(q)	"the 1991 Act"	means the New Roads and Street Works Act 1991

2.2 Interpretation

In this Agreement:-

- (a) the clause, paragraph and schedule headings do not form part of this document and are not to be taken into account in its construction or interpretation.
- (b) any reference in this document to a clause, paragraph or schedule without further designation is to be construed as a reference to the clause, paragraph or schedule of this document so numbered.

3. PRECONDITIONS

This Agreement is conditional upon and shall not take effect (save for payment to the Council of the amounts set out in clause 5.16.(a)) unless or until the Developer has served the Notice of Commencement and complied with the obligations set out in the Communication Policy

4. GRANT OF RIGHT TO EXECUTE WORKS

The Council as the highway authority hereby grants to the Developer and its servants and agents or any contractor of the Developer with all necessary plant and equipment a licence to enter upon the public highways so far as is necessary for the purpose of executing the Works (including breaking open the surface) and inspecting replacing and maintaining the same

5. DEVELOPER'S COVENANTS

The Developer hereby covenants with the Council that it will observe and perform the requirements of this clause 5:-

5.1 Approval of Works

Before carrying out the Works the Developer shall obtain:-

- (a) the approval of the Proper Officer to the specification plans and Drawings of the Works
- (b) all necessary planning consents
- (c) all necessary consents of Statutory Undertakers who have or may have apparatus that may be affected by the Works

5.2 The Works

The Developer shall at its own expense

- (a) carry out and complete the Works in a good and workmanlike manner and with proper materials, in accordance in all respects with the

Specification and the Drawing, to the satisfaction of the Proper Officer and in accordance with any permits, permissions, consents and approvals granted by the Council (or any other statutory or public authorities),

- (b) advise all Statutory Undertakers who may or do have apparatus or any part of their services affected by the Works, and
- (c) execute all works or pay any costs that may become due and payable in respect of any further works that are required by any Statutory Undertaker as a result of the Developer undertaking the Works

5.3 **Contractors**

The Developer shall:-

- (a) before contracting for the construction of the Works inform the Proper Officer of the name and address of the proposed contractor and obtain the consent of the Proper Officer to that contractor being employed in writing before commencement of the Works and it shall be a requirement of this agreement that the contractor shall at all times maintain a public liability insurance policy with a member of the Association of British Insurers in a minimum sum of £5,000,000 for a single claim (and in the event of the Developer carrying out the Highway Works itself it shall provide the insurance cover required by this clause)
- (b) include in the conditions of contract of the contractors (or any sub contractors) engaged to carry out the Works obligations to:-
 - (i) give the Traffic Manager appropriate notice such form of notice to be obtained from the Traffic Manager to comply with the requirements of the Traffic Management Act 2004 of the Developer's intention to commence the Works and

- (ii) comply with the requirements of the Communication Policy
 - (iii) comply with any obligations imposed herein upon the Developer in so far as they relate to the carrying out of the Works
- (c) guarantee compliance with the matters set out in clause 5.3(b)

5.4 **Notice of Commencement**

The Developer shall send to the Proper Officer the Notice of Commencement for the purpose of exercising its functions under the terms of this agreement

5.5 **Programme of Works**

The Developer shall:-

- (a) give the Proper Officer a programme of works for the purpose of exercising its functions under the terms of this agreement for approval 28 days prior to commencement of the Works and
- (b) carry out the Works in accordance with the approved programme of works

5.6 **Health and Safety**

Throughout the progress of the Works the Developer shall have full regard for the safety of the public and, without prejudice to the generality of the foregoing, shall:-

- (a) comply with the Communication Policy and
- (b) provide and maintain such precautionary works (including fencing) and signs as may be required by the Proper Officer or any other body having statutory authority

5.7 **1991 Act**

The Developer shall comply in all respects with the 1991 Act.

5.8 **General Indemnity**

The Developer shall indemnify the Council in respect of all actions claims demands expenses and proceedings arising out of or in connection with or incidental to the carrying out of the Works other than those arising out of in consequence of any act neglect default or liability of the Council or any failure by the Council to comply with its obligations hereunder

5.9 *Developer's Further Indemnity*

Without prejudice to the generality of the indemnity given by the Developer to the Council at clause 5.8 the Developer shall

- (a) be responsible for all reasonable and proper costs and expenses incurred by the Council or its duly appointed agents in dealing with settling or disposing of claims for noise insulation or injurious affection arising from the execution of the Works during or after completion of the Works
- (b) indemnify the Council against any lawful claim under the Land Compensation Act 1973 (and any statutory modification or re-enactment thereof) arising out of the use of the Works

5.10 *Access to the Works*

During the carrying out of the Works the Developer shall give the Proper Officer and any other officer of the Council access to every part of the Works and all materials used or intended to be used therein

5.11 *Duty to Allow Inspection of the Works*

The Developer shall not cover up any part of the Works without the approval of the Proper Officer who shall be given the opportunity to examine and measure any work which is about to be covered up and to examine foundations before permanent work is placed thereon. The Proper Officer shall be given at least two working days written notice whenever any such work is ready for examination

5.12 Obligations During Maintenance Period

The Developer shall at its own expense during the Maintenance Period (or as soon as practicable thereafter) reinstate and make good any damage or defect in the Works which in the reasonable and proper opinion of the Proper Officer shall have arisen out of any defect in the design or construction of the Works or the use of defective workmanship or of materials not in accordance with the Drawings during the construction of the Works or otherwise shall have been caused by the person carrying out the Works which shall have become apparent during the Maintenance Period

5.13 As Built Drawings

Before the issue of the Final Certificate the Developer shall furnish the Council with a full set of drawings of the Works as built

5.14 Defective Design

If during the execution of the Works any defect error or omission shall be found either in the Drawing plans or specification or in any survey undertaken by the Developer or if the highway shall be found to be unsuitable for the Works all defects errors omissions or wants of repair or making good shall be undertaken at the sole expense of the Developer

5.15 Timing of Works

The Developer shall carry out and complete the Works within 24 calendar months from the Start Date and shall during the Maintenance Period at its own expense maintain the Works and shall carry out such routine maintenance and repairs as may be necessary to facilitate use by vehicles and pedestrians

5.16 Inspection fee

(a) On completion of this Agreement the Developer shall pay to the Council

the sum of £660.00 in respect of the costs incurred by the Council in inspecting the works being six per cent of the Estimated Cost TOGETHER with the proper legal costs of the Council in connection with the preparation and completion of this Agreement and the necessary duplicates thereof

- (b) RECEIPT by the Council of the payment of such sum shall not create any contractual relationship between the Council and the Developer nor absolve the Developer from any liability or obligation imposed upon him by the terms of this Agreement or by statute or at common law and the Council will not be liable for any loss damage or injury which the Developer may sustain by reason of insufficient or faulty inspection of the Works by the Council

6. COUNCIL COVENANTS

The Council hereby covenants that it will observe and perform the requirements of this clause 6:-

6.1 *The Certificate of Satisfactory Completion*

Upon notification in writing to the Proper Officer that the Developer considers that the Works are completed the Proper Officer shall inspect the Works within a reasonable time and if they have been completed to his satisfaction the Proper Officer shall issue to the Developer the Certificate of Satisfactory Completion

6.2 *The Final Certificate*

Upon completion to the Proper Officer's satisfaction of any works for which the Developer is responsible under this Agreement following the expiry of the Maintenance Period and upon notification in writing to the Proper Officer that the Developer considers that the Works are finally completed the Proper Officer

shall carry out a safety audit and issue a Final Certificate and give written authorisation for the discharge of the Bond PROVIDED THAT no such certificate or authorisation need be given until:-

- (a) the Developer has paid to the Council all amounts due to the Council under this Agreement and
- (b) any necessary reinstatement or other works have been completed to the satisfaction in all respects of the Proper Officer and
- (c) the Developer has delivered to the Proper Officer drawings showing the Works as built

6.3 Release from Liability

The Council covenants that the Final Certificate shall be issued in accordance with this Agreement and that the Developer shall be released from all liability under this Agreement (save for the indemnities set out in clauses 5.8 and 5.9) and that upon the issue of the Final Certificate the Works shall become maintainable at the public expense

7. AGREEMENTS AND DECLARATIONS

It is hereby agreed between the parties hereto and declared as follows:-

7.1 Works in Default

If the Works or any part or parts thereof or any works required within the Maintenance Period are not carried out or completed to the satisfaction of the Proper Officer in accordance with the terms of this Agreement, the Council after giving twenty eight days written notice of its intention to the Developer may enter onto the site of the Works and execute or complete the relevant works in accordance with the provisions of this Agreement by its own employees or by contractors and recover its costs from the Developer up to the maximum of the Estimated Cost

7.2 Compliance with Communication Policy

- (a) if in the opinion of the Proper Officer the Developer fails to comply with the Communication Policy the Proper Officer may serve notice upon the Developer that the licence granted by this Agreement to carry out the Works on the public highway is suspended with immediate effect
- (b) should notice be served pursuant to clause 7.2(a) the Developer will immediately cease carrying out works on the public highway until the Communication Policy has been complied with and the Proper Officer gives notice to the Developer that it may continue carrying out the Works.

7.3 Third Parties

A person who is not a party to this Agreement has no right to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999 and the parties to this Agreement do not intend that any third parties are created by this Agreement

7.4 Council as a Public Authority

Nothing contained in this Agreement shall in any way prejudice or be construed to prejudice the statutory rights powers duties and authority conferred upon the Council as local authority

8. SURETY'S OBLIGATIONS:

The Surety hereby covenants with the Council that it will observe and perform the requirements of this clause 8:-

8.1 Council's Rights in Default

If the Developer at any time fails to perform or observe any of the conditions stipulations or obligations on his part contained in this Agreement or if the Developer is adjudged bankrupt or if the Developer is being wound up or if the Developer enters into a composition or scheme of arrangement (otherwise than

for the purpose of reconstruction or amalgamation) the Proper Officer may without prejudice to any statutory rights or powers or any other right claim or remedy under this Agreement (and in particular but without prejudice to the generality of this clause the rights of the Council pursuant to Clause 6 hereof) send to the Surety notice in writing (hereinafter referred to as the "**Default Notice**"):-

- (a) specifying the work (hereinafter referred to as the "**Default Work**") to be carried out in order that the Works may be executed or completed as the case may be in accordance with this Agreement and
- (b) containing an estimate by the Proper Officer of the cost of carrying out the default work and of the cost of maintaining the Works for a period of twelve months prior to the Works becoming maintainable at the public expense and also a statement of the amount of the usual establishment charges of the Council (together hereinafter referred to as the "**Default Cost**") which cost -
 - (i) shall not exceed the sum of £11,000 (being the Estimated Cost)
 - AND
 - (ii) shall not exceed the sum of £1,100 on and after the issue of the Certificate of Satisfactory Completion

8.2 **Surety's Counter Notice**

Within twenty-eight days after the Surety has received the Default Notice the Surety shall –

- (a) pay the Default Cost to the Council or
- (b) send to the Council notice in writing (hereinafter referred to as the "**Counter Notice**") of the intention of the Surety to carry out the Default

Work

8.3 ***Surety in Default following service of Counter Notice***

If the Surety having sent the Counter Notice to the Council:-

- (a) fails to start the Default Work within fifty-six days after the Surety received the Default Notice the Surety shall forthwith pay the Default Cost to the Council with simple interest thereon at the rate of 5 per cent per annum above the base lending rate from time to time in force of the National Westminster Bank PLC calculated from the date on which the Surety received the Default Notice to the date of payment
- (b) starts the Default Work and the said work is not completed within four months after the Counter Notice was received by the Council or within such further period as may be agreed between the Council and the Surety the Surety shall subject to clause 8.4 forthwith on demand by the Proper Officer pay to the Council such sum as the Proper Officer may determine as being the cost of carrying out any Default Work not carried out by the Surety or the cost of maintaining the Works for the period of twelve months prior to the Works becoming maintainable at the public expense as may be the case (or as being the cost of both) and also pay to the Council the amount determined by the Proper Officer as being the amount of the appropriate usual establishment charges of the Council

8.4 ***Liability of Surety***

- (a) the sum payable under clause 8.3(b) shall not exceed the Default Cost and on the issue of the Final Certificate the Surety shall be released from all liability hereunder
- (b) for the purposes of this Agreement a demand stated to be made

hereunder and signed or purportedly signed on behalf of the Council shall be conclusive as to the Surety's obligation to pay the amount demanded and there shall be no obligation or duty whatsoever on the Surety to consider the alternative set out in clause 8.2(b)

IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written

THE SCHEDULE before referred to :-

The Works comprise pavement widening, construction of an access and other works at Preston Down Road Paignton in the Borough of Torbay as more particularly described in the Drawing annexed hereto

Executed as a Deed by affixing)
THE COMMON SEAL of)
THE COUNCIL OF THE BOROUGH OF TORBAY)
in the presence of :-)



A handwritten signature in black ink, appearing to read 'S. Good', written over a faint, illegible printed name.

Proper Officer
and Authorised Signatory

The Council of the
Borough of Torbay S / No: 5755

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Street Works and Works for Road Purposes.

Communications Policy

Legislation :-

The Code of Practice for the Co-ordination of Street Works under the New Roads and Street Works Act 1991 requires that Street Authorities and Undertakers endeavour to ensure that their works are planned in such a way as to minimise inconvenience to all road users.

In order to ensure the public is aware who is responsible for the works, it is important that the promoting undertaker gives advance information and warning to affected frontagers. This will include details of alternative access arrangements or any other form of mitigating action as appropriate.

The Traffic Management (TMA) Act Part 3 & 4 is expected to extend this requirement to Highway Authorities.

The TMA sets out the categories of noticing and includes the amount of advanced notice required for service of notice for each category. This report will indicate each category of work and at what point the public and particularly frontagers directly affected by the works should be notified of the activity and given the opportunity to contact the promoting engineer. The decision on when to consult with the public on the design of any proposed scheme is not considered within this report.

Notices are to be submitted to the Street Works Co-ordinator for inclusion within the Street Works Register on the form HMF 001 for application for Temporary Prohibition of Traffic or HMF 002, other works shown below. The register will be available for inspection by Statutory Undertakers and members of the public.

Categories of Work

Major Works

Activities that have been identified in an organisations annual operating program or which are normally planned or known about at least six months in advance of the proposed start date

or

Works that require a temporary traffic order or works that have a planned duration of greater than 10 days and where there is incursion into the carriageway.

Required advanced notice – 3 Months

Standard Activities (Major)

Works that require traffic control or temporary prohibition of traffic on a traffic sensitive street

Or

Duration of works is greater than 4 days on non traffic sensitive streets and traffic control is required.

Required advanced notice – 2 months

Standard Activities (Minor)

Works on a traffic sensitive street that do not require traffic control.

Or

Works on a non traffic sensitive street with traffic control for 4 days or less.

Required advanced notice – 20 days

Minor Activities

Works with no traffic control on non traffic sensitive streets.

Required advanced notice - 3 days.

Immediate works

Emergency or Urgent works

Notify 2 hours after starting works.

The above are minimum notice periods and wherever possible, greater advanced notice should be given. Works will not be permitted to be undertaken without the appropriate notice being submitted.

Traffic control includes the use of lane closures, priority flow, temporary traffic lights, stop go boards etc.

Notification to the Public.

It is essential that the public are given information on works that are likely to affect the normal use of the highway, at the earliest opportunity. When a persons access to property is obstructed as a result of works, advanced notification must be given in writing prior to the commencement of the works. The period of notification will depend upon the type of works being undertaken but will be a minimum of 3 days in advance of the start of the works. Where the works are of an emergency nature, the written notification will be as soon as practicable after the commencement of the works and no later than within 1 day of the start.

There are various ways in which notification can be achieved but the use of them either singularly or in combination, will result in the highway user being aware of:-

- a) what works are being undertaken
- b) when they will start
- c) how long they will take
- d) an indication of the anticipated disruption
- e) any traffic control / temporary prohibition of traffic
- f) contact details for the works promoter.

The works promoter will be responsible for identifying the level of notification required from one or all of the following:-

Press Release – normally associated with Major Works and instigated 1 month prior to the start date of the scheme, consisting of an news feature or public notice within the local paper advertising the scheme. It would not necessarily be expected to incorporate details of traffic management or access issues. This is also an opportunity to demonstrate the investment in the highway network, benefits and improvements being established for the public.

Where the press release is to comply with the requirements of the New Roads and Street Works Act 1991, Section 58, 3 months notice is required.

Written correspondence - Stakeholder

Consultation with Chambers of Trade, Freight Transport Associations, Public Transport operators and frontagers at least 1 month prior to start of works. If works are to be conducted during summer periods, approaches to Christmas or school holidays, consideration should be given to extending the notice period to 2 months.

Written correspondence - Frontager

With frontagers being directly affected by works. If the works are being conducted in a commercial area, consideration must be given to notifying business adjacent to the works as well as those directly affected.

Information board on street – Sign placed on the highway at the site of the works for each direction of traffic indicating the commencement of works, start date, duration, contact number and brief description of works. Placed out on site at least 7 days prior to works commencing.

Information board during works – to be included with the site safety equipment, an ID board must be placed indicating the promoting authority, contractor name and 24 hour contact telephone number. This is a requirement of Chapter 8 of the Traffic Signs Manual.

Weekly Road Works Report

The use of temporary traffic control will be notified to the street works team and will be included upon a weekly distributed Road Works Report. This report delivered electronically to the business community, public transport operators and media and is made available for viewing on the Torbay Council website. The report will be issued on a Thursday detailing works commencing on the following Monday and within 14 days thereafter and can be treated as an part of the notification process. Applications for temporary traffic control must be issued 7 working days prior to the intended start date and Temporary Prohibition of Traffic applications issued 4 weeks prior to intended start date. Exceptions will be for emergency / urgent works only.

Below is a matrix of the category of works and the type of notification to public required.

Category of Work	Press Release	Written (Stakeholder)	Written (Frontager)	Info Board
Major	3 – 6 months	1 month	2 weeks	7 days
Standard (Major)	1 month (optional)	1 month	2 weeks	7 days
Standard (Minor)	N/A	N/A	7 days	7 days
Minor	N/A	N/A	3 days	N/A
Immediate*	N/A	N/A	Within 1 day	Within 1 day

* Notification will depend upon the estimated duration of the works and the effect on traffic movement but could include a press release or / and written correspondence.

Works that are being conducted within normal working hours and comply with the following circumstances, will not require prior notification to the public:-

- a) Works that do not encroach on the carriageway surface and are not adjacent to residential / commercial property.
- b) Works duration less than 30 minutes.

When notifying frontagers of intended works, it must be indicated on the correspondence whether there is likely to be any direct obstruction to a persons access to property. Where there is an access issue, the promoting officer must be available to discuss with occupiers access requirements with particular regard to persons with disabilities. Every effort must be made to accommodate the needs of the occupier.

Works that encroach upon the carriageway, including temporary walkways, will be considered as having an effect on not only the frontagers of the street but also the general user of the highway. Greater notice periods are required under these circumstances in order to notify a wider range of users of the highway of the works together with the use of information boards for travelling public.

Street Authority Co-ordination

It is a requirement upon the Authority to co-ordinate works through the quarterly Local Area HAUC meetings. All Major Works to be undertaken within a six month period from the date of the meeting must be notified through the HAUC meeting to all Statutory Undertakers as a requirement of the Code of Practice, Co-ordination of Street Works and Works for Road Purposes.

Section 58 of the New Roads and Street works Act 1991 offers the Street Authority the opportunity to issue notice upon Statutory Undertakers of substantial roadworks. The notice will be issued 3 months prior to the commencement of the activity and will give details of the works, start date and nature of the activity.

In conjunction with the HAUC schedules and publication of the notice in the press, the Authority can prevent a utility company from undertaking planned works in the affected street for a period of 12 months. There are work types that are exempt from this requirement including urgent / emergency works or the provision of a service to a customer of the utility company.



Ref No - HMF 001

Issue 6

Highway and Engineering

REQUEST FOR TEMPORARY PROHIBITION OF TRAFFIC

Applications must be received 4 weeks before the anticipated start date of the closure and be submitted with a plan / sketch of the exact location of the area / section affected.

This application is to be completed by the applicant or his nominated contractor and returned to :

Street Works Co-ordinator
Highways and Engineering
Roebuck House 4th Floor
Abbey Road
Torquay
TQ2 5TF.
(01803) 207639

E-Mail - Streetworks@torbay.gov.uk Tele. (01803) 207740 Fax.

NOTE : A five day consultation period will be undertaken before approval is considered. Approval of this application does not affect any other statutory obligations.

Road Name : _____

Section / Location of Works : _____

Town : _____

Start Date : _____ **Completion Date :** _____

Timing of Closure : From : _____ **hrs** **To :** _____ **hrs** **All Day :**

Reason For Closure : _____

Closure : Full **Lane** **Give Direction :** _____

Contact Name : _____ **Organisation :** _____

Telephone Number - Day Time : _____ **24 Hour :** _____

Contact Address : _____

Other Information : _____

Fax Number : _____ **E-Mail Address :** _____ **Signing** _____

Schedule Required : _____ **Yes :** **No :**

DECLARATION

I agree that I or my nominated contractor will be responsible for :

- a) Providing, placing and maintaining all road closed and diversion signs indicated in correspondence or plan.
- b) Giving advanced warning to residents / businesses effected by the closure, and ensure access is maintained to their satisfaction.
- c) Ensuring removal of said signs on completion of the works.
- d) Providing signs in accordance with Traffic Signs Manual, with a 24hr contact telephone number on advanced warning sign.
- e) Reopening road as soon as works are complete and informing Council if timings are different from those requested.
- f) Any appropriate Public Insurance Liability.

I understand that I will be liable for Torbay Councils costs incurred in connection with the closure which are payable in advance.

Charges -	Under 5 working days (no traffic order)	£223.50
	Over 5 working days (with traffic order)	£631.60

The provision of mandatory advisory signing of the closure is my responsibility and is not included in the fees payable to Torbay Council.

I confirm that consultation will be undertaken prior to the closure with residents, local businesses, schools etc of effected streets, advanced notice boards will be placed out on the effected street 7 days prior to the closing date and information will be published in the local newspaper as appropriate.

SIGNED : _____ DATE : _____

Office Use Only : The above application has been received and the following traffic management is proposed : _____

Consultation : Please supply any comments within 5 days of receipt

Police : **Fire :** **Ambulance :** **Public Transport :** **Other :**

Street Works Co-ordinator : _____



Ref No - HMF 002

Issue 2

Highway and Engineering
(Internal Use Only)

Proposed Highway Works

Occupation of the Highway
(For Road Closures use form HM 001)

Works Promoter

Road Name : _____ Town : _____

Location of Works : _____

Works will affect CW FW Both

Type of Works : _____

Anticipated Traffic Control : _____

Start Date : _____ Completion Date : _____

24 Hour Contact Number _____

Other Information : _____

Signed : _____ Date : _____

Co-ordinator

Agreed Start Date: _____

Times of day to avoid : _____

Any other schemes in conflict : _____

Any other information : _____

Signed _____ Date : _____