Flood Model Provision Application 23/24

northern beaches council

If you need help lodging your form, contact us	
Email	council@northernbeaches.nsw.gov.au
Phone	1300 434 434
Customer Service Centres	Manly Town Hall, 1 Belgrave Street Manly NSW 2095 Mona Vale 1 Park Street Mona Vale NSW 2103
	Dee Why Civic Centre, 725 Pittwater Road Dee Why NSW 2099 Avalon 59A Old Barrenjoey Road Avalon Beach NSW 2107

Part 1: Contact Details

Title	◯ Mr ◯ Mrs ◯ Ms ◯ Other:		
First Name			
Last Name			
Company Name (attach business card if relevant)			
Address			
		Postcode	
Phone		Alternate	
Mobile		Fax	
Email			
Preferred Delivery (please tick)	Post	Pickup from Customer Service	

Part 2: Fees per flood model

License fee for individuals or organisations to use available models for specific (large scale) projects	$3,941.00 per year per model

Part 3: Site Details

Address			
		Postcode	
Suburb		Property Description (Lot/DP etc)	

Part 4: Model Use Agreement

This is an agreement for users of Hydrologic / Hydraulic models, supplied by Northern Beaches Council, for the project designated below.

All information supplied for this agreement will be regarded as 'Commercial in Confidence'.

The digital hydrological/hydraulic model(s) and associated data (here after called "the Model") are made available to the licensed user for use on the project designated below in accordance with the following conditions:

1. The licensed user hereby acknowledges that copyright of the Model is owned by Northern Beaches Council and the relevant Flood Study partner. The licensed user hereby agrees that the Model will not be copied, lent, resold or otherwise disposed of and the licensed user shall protect the Model from unauthorised use, reproduction, distribution or publication. Also, that any confidential information which the licensed user has obtained as a consequence of its access to the model, is not made available to any other party or used for any purpose other than in direct relation to its work on the designated project.

2. The licensed user hereby acknowledges that Northern Beaches Council does not warrant that the Model does not contain errors, or that it has not been updated since the signing of the agreement. Council shall be in no way liable for any loss, damage or injury suffered by the licensed user arising from its use of the model or any other person or corporation which relies on information provided by the licensed user based on the model.

3. Any information provided for the project will be used only for the designated project and not on sold or transferred to any other party without written permission from Northern Beaches Council.

4. If the Model is to be used for flood assessment of a proposed development, no parameters are to be changed without notification to Council's contact person as designated below. Parameters include values for initial loss, continuing loss, storage coefficient factor Bx and roughness (PERN and Manning's 'n').

5. Upon completion of the designated project or timeframe the licensed user shall cease using the Model and erase it from all forms of digital storage. This includes any updated versions of the Model and any other related modelling files.

6. If alterations are made to the Model, including any related modelling files, then a copy of the updated Model and a log of all alterations shall be supplied to Council on a USB stick, at no cost to Council, to enable Council to maintain a log for the purposes of keeping the model up to date.

7. The licensed user has authority to sign this agreement on behalf of the below mentioned company and is aware of the conditions of use.

8. This agreement shall be deemed to be immediately terminated if the licensed user commits, or allows to be committed, a breach of any of the conditions of this agreement.

9. An annual administration fee will apply, to assist with Council's cost of providing and maintaining the model. Please see Council's Fees and Charges for amount applicable. This agreement is for a maximum period of 12 months, after which application can be made to renew the agreement. The agreement will not be renewed without a copy of the updated Model and a modelling log of all alterations being supplied to Council.

10. A project must have a single site address, i.e. it cannot be associated with more than one development.

11. The licensed user must provide a copy of this agreement to any client(s) involved with the project, and disclose to them the amount of administration fee charged by Council.

12. Council has the right to refuse any application to provide the model. This agreement commences on the day that it is signed by Northern Beaches Council.

Part 5: Licensed User

Project			
Project Description			
Company		Phone	
Licensed User Name		Position	
Signature		Date	

Part 6: Northern Beaches Council Contact

Contact Name			
Administration Fee Paid		Phone	
Date for Termination of Agreement			
Signature		Date	

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Credit Card Details			
Please charge my	◯ Mastercard	◯ Visa	◯ American Express
Amount	$		

Name as appears on card																
Card Number																
Expiry Date																

Signature	
Daytime Phone Number	
Date	

Please note: Payment card surcharge of 0.5% applies

Office Use Only																
Application No.																

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