

**NEW ROADS & STREET WORKS ACT 1991**  
**Non-Excavation Streetworks Application**

**1. Particulars of Application:**

FULL NAME OF APPLICANT	
FULL ADDRESS OF APPLICANT	
POSTCODE	
OFFICE TELEPHONE NUMBER	
MOBILE TELEPHONE NUMBER	
EMAIL ADDRESS	

**2. Activity Details:**

Proposed start date		Proposed Completion Date	
Proposed start <b>TIME</b>		Proposed end <b>TIME</b>	
Location or property number		Street and Town	
Type and nature of Activity (provide detailed description) e.g. traffic management only, apparatus on highway.			
Position(s) of works	Carriageway	footway	verge
Proposed traffic control (if required)	Stop / Go	temp traffic signals	road closure
			give and take
			one-way
NOTE: if temporary lights are used, the separate "Portable Lighting System" form must be completed			

This licence is issued for works taking place on the public highway where there will be no excavation. Any works requiring an excavation will require a separate Section 50 Streetworks licence. **Please note that the maximum duration of this licence is 7 days, after which point a new licence application will be required.**

**3. Supervisor Details**

Supervisors name & Qualification Type	
Phone number (must be contactable 24 hours)	

Email Address	
---------------	--

**IN ORDER FOR THIS APPLICATION FORM TO BE CONSIDERED FOR PROCESSING IT MUST BE ACCOMPANIED BY A DETAILED PLAN SHOWING THE EXTENT OF THE ACTIVITY TO BE CARRIED OUT.**

4. **Insurance Information**

Name of Insurer: .....

Policy Number: .....

Expiry Date: .....

Please note that a copy of your insurance policy must be attached to this application.

5. **Costs and Deposits:**

The cost of a licence is a **non-refundable** payment of **£317.50** to cover all supervision/inspections and administration charges, which is valid for a maximum of 7 days, after which point a new licence will be required. If your licence needs to be amended or varied an administration fee of **£65** will apply.

I, the applicant agree to enter into a licence with the council for the execution of the activity and I agree to comply with all conditions and notes contained herein. I will adhere to the specification contained within these notes and make payment of the non-refundable **£317.50** application fee for this licence in a timely manner.

**PAYMENTS**

**When Requested** payment should be made by Credit/Debit online – link to be provided once processed

Please write the **reference number** and **road name** provided by us in connection with your application for reference.

6. **Signature of Applicant:**

I confirm that the above details are correct and acknowledge that the above works must be conducted in accordance with the requirements of the legislative acts and the associated legislation and codes of practice, together with any other conditions imposed by the street authority.

I also acknowledge the need for me to pay the prescribed fees that are imposed by the Highway Authority in advance and any possible fees thereafter.

I confirm that I hold a public liability insurance policy for a minimum amount of **£10 million** and that will cover the period in which I occupy the public highway as required in the conditions.

As the applicant, I agree to indemnify the Council their officers and agents from and against all actions in law or equity, damages statutory of common law, losses, costs, charges and expenses arising in any manner whatsoever: (1) in respect of personal injury or death to any person or persons. (2) in respect of damage or injury to any property whether real or personal arising during the above mentioned activity whether by means of defect (latent or otherwise) in the equipment or by an act (omitted or committed) the company, its officers, its servants or its agents.

The above indemnity shall be enforceable against the Company in its operation (as aforesaid), whether such information was a result or express authority from the Council or otherwise.

The above indemnity shall be in force throughout the activity. The company undertakes to give the council advance notice of any proposed operation on any highway in the Council's administrative area.

I agree to pay the full costs for any damage caused by my operation.

I also confirm that I have the authority to issue the above indemnity on behalf of the Company.

<b>SIGNATURE OF APPLICANT</b>	
<b>PRINT NAME</b>	
<b>COMPANY NAME</b>	
<b>DATE</b>	

### CONDITIONS OF LICENCE

1. A minimum period of approximately four weeks' notice is required before a licence may be issued as the Street Authority is required, under the New Roads and Street Works Act 1991, to give advance notice of any proposed works to all relevant parties.
2. This licence is valid for a maximum duration of **7 days**. Any works lasting over 7 days will require a subsequent application to be submitted to cover the additional duration.
3. All works on the public highway are to be carried out by qualified operatives.
4. The licensee shall take all steps as may be reasonably practicable to ensure the safety and convenience of persons using the highway during the execution of the works (having regard in particular for the needs of people with a physical disability). Safe access around the works must be provided for pedestrians at all times in accordance with the red book (Safety at Street Works and Road Works, A Code of Practice) along with any agreements made with the Network Management team at the time of making the application.
5. The licence is granted subject to payment of the appropriate licence fee as specified at the time of application.
6. The licensee will comply with the provisions of the Highways Act 1980, the New Roads and Street Works Act 1991, the Traffic Management Act 2004, the Health and Safety at Work Act 1974, the Construction (Design and Management) Regulations 1994 where applicable and all other necessary statutory provisions or regulations.
7. The works are carried out entirely at the applicant's risk. As per the licensee's application form, the Licensee shall indemnify and keep indemnified the Council against all claims, demands, proceedings, damages, expenses, losses or costs caused by the Licensee, his agent or servant in the exercise of this Licence.
8. Applicants must have public liability insurance providing a minimum of £10million to indemnify against all actions in law or in equity, damages statutory or common law losses, costs, charges and expenses arising in any manner whatsoever from the undertaking of the works.
9. The Licensee must inform the Council prior to the expiry of the licence if the works are likely to continue after the expiry of the Licence whereupon the Council may agree to extend the time period. Extension requests should be submitted as soon as possible with a valid reason, but no later than 2 days prior to the original end date.
10. The Council upon giving the requisite notice may withdraw the licence by giving notice in writing to the Licensee at the Licensee's address contained herein.
11. All traffic management must be in accordance with Chapter 8 of the Traffic Signs Manual.
12. The Licensee and his contractors must comply with any reasonable instructions given by any authorised officer of the Council, in particular with regards to Health and Safety.
13. In the event of the Licensee not making good any damage to the highway the Council shall carry out any necessary repairs and recover the expenses reasonably incurred from the licensee.
14. All parking suspensions and requirements must be agreed and satisfied prior to the works commencement.
15. In order for the works to be classified as closed the site must be fully cleared of all barriers and signs, left in a clean and tidy condition and all road markings reinstated.
16. Under Section 74 of the New Roads and Street Works Act 1991 a charge may be levied upon the licensee by the Highway Authority where works on the public highway are unreasonably prolonged. It should be noted that works have not finished until all materials/apparatus associated with the works are cleared from all sites and all signing, lighting and guarding is removed. The prescribed charges for unreasonably prolonged works range from £100 per day to £5000 per day depending on the road in which you are working.