



Ultimate Traffic Projection Request

Transport Planning & Strategy

NOTE: One request each form.

Applicant's details

Name

Company

Postal address *Receipt will be mailed to this address*

 Postcode

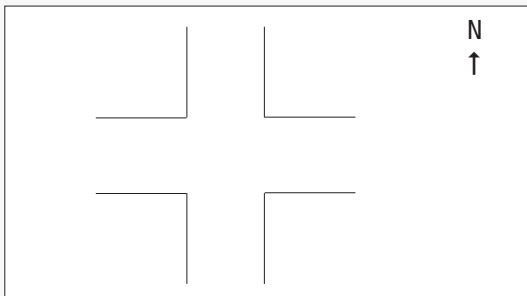
Contact phone number
()

Fax number
()

Noise assessment location

Street no. Street One

Suburb Intersecting Street



Noise assessment information request

Street One	Yes	No	Intersecting Street	Yes	No
Existing Volumes	<input type="checkbox"/>	<input type="checkbox"/>	Existing Volumes	<input type="checkbox"/>	<input type="checkbox"/>
Ultimate Volumes	<input type="checkbox"/>	<input type="checkbox"/>	Ultimate Volumes	<input type="checkbox"/>	<input type="checkbox"/>
Existing % CV	<input type="checkbox"/>	<input type="checkbox"/>	Existing % CV	<input type="checkbox"/>	<input type="checkbox"/>
Ultimate % CV	<input type="checkbox"/>	<input type="checkbox"/>	Ultimate % CV	<input type="checkbox"/>	<input type="checkbox"/>

Please attach any additional information or further request/s.

Is any additional information attached?

Yes No

Authorisation

I hereby agree to be bound by and accept the conditions set out in the attached Schedule titled 'Terms of Agreement'.

Name

Signature

Date

OFFICE USE ONLY
RIMS Shortcode
 CDUTVP

IF PAYING BY CHEQUE

Make cheque payable to Brisbane City Council No.

Payment by cheque will incur delays of up to 10 working days due to processing.

Mail this form and cheque with any attachments to:

Brisbane City Council
PO Box 361
FORTITUDE VALEY QLD 4006

CONFIDENTIAL

CREDIT CARD DETAILS and AUTHORISATION

Payment: MasterCard VISA

Card number

Complete only the first four (4) and last four (4) digits of the card number. You may be contacted by a Brisbane Council Officer to obtain the remaining numbers.

Expiry date /

Amount \$

Name

Business hours phone no.

Signature

IF PAYING BY CREDIT CARD

**Email the form and any attachments attachments to
Brisbane City Council at CBEFT@brisbane.qld.gov.au or
FAX to (07) 3334 0200**



Dedicated to a better Brisbane

Ultimate Traffic Projections Schedule of 'Terms of Agreement'

1.0 Supplier

The Supplier of the Ultimate Traffic Projections for the purposes of this Agreement is Transport Planning & Strategy, Brisbane City Council.

2.0 Recipient

The Recipient is the requestor of the Ultimate Traffic Projections report, its agents, employees, assignees and successors.

3.0 Duration

This Agreement will take effect upon the execution of these standard conditions.

4.0 Ownership

The Supplier is the absolute owner of all intellectual property rights including copyright of the data. The Recipient acknowledges that these conditions confer upon the Recipient no proprietary rights whatsoever in the data.

5.0 Use

The data may be used by the Recipient for the purposes of predicting noise impacts at a particular development location. Notwithstanding the above, the Recipient may permit subject to these conditions consultants with which it has contracted for the specific provision of services to use, reproduce, adapt the data and/or combine the data with other data held by the Recipient or their consultant. The Recipient is responsible to ensure that any subsequent contracts relating to the data do not breach these standard conditions. The consultants must upon completion of the specific contract return to the Recipient any data supplied and destroy any electronic copies of the data, and shall not without the written agreement of the Supplier, retain the data or use it for any other purpose.

6.0 Warranty

The Supplier gives no warranty as to the condition, quality or fitness of the data for the Recipient's requirements. The Recipient is responsible for ensuring that the data supplied meets its own individual requirements.

7.0 Indemnity - Recipient's Indemnity

The Recipient will at all times indemnify and keep indemnified the Supplier and its officers, employees and agents (in this Clause 7 referred to as "those indemnified") from and against any loss (including reasonable legal costs and expenses) or liability incurred by any of those indemnified arising from any claim, demand, suit action or proceeding by any person against any of those indemnified where such loss or liability arose out of, or in connection with, or in respect of:

- (a) Any breach of this agreement, excluding breach of the warranties referred to in Clause 6.0;
- (b) Any breach of the warranties referred to in Clause 6.0;
- (c) Any negligence or alleged negligence in preparation or collation or contents of the report by the Supplier and its officers, employees and agents or Brisbane City Council the Supplier and its officers, employees and agents;
- (d) Any negligent misstatement or alleged negligent misstatement in preparation, collation or in the contents of the report by the Supplier and its officers, employees and agents or Brisbane City Council the Supplier and its officers, employees and agents; and
- (e) **Any infringement or alleged infringement of the rights, including intellectual Property Rights of any person occurring by use, or in connection direct or otherwise, of the use of the report.**

8.0 Exclusion of Liability

- (a) The Recipient acknowledges and accepts that, to the extent permitted by law, that the Supplier will be under no liability to the Recipient whatsoever, whether in:
 - (i) contract or tort (including, without limitation, negligence);
 - (ii) breach of statute; or
 - (iii) any other legal or equitable obligation in respect of any loss referred to in Clause 8.0(b).
- (b) The loss or damage referred to in Clause 8.0(a) is loss or damage (including loss or profit or savings), howsoever caused, which may be:
 - (i) suffered or incurred or which may arise, by the actions or omissions or reliance of any party who directly or indirectly relies or refers to the contents, recommendations or information contained in the report; or
 - (ii) which may be caused directly or indirectly by any act or omission of the Recipient or any direct or indirect end user of the report, who relies upon the contents, recommendations or information contained in the report, whether or not the Supplier has knowledge or notice of, authorised or otherwise permitted such act or omission which has created the loss or damage.

9.0 Law

These conditions shall be governed by the law of the State of Queensland.