

**Asset Protection Permit Standard Conditions - From 1 July 2026**

1. The permit holder must erect temporary protective fencing to the satisfaction of **Council**, around all street trees located on **Council** land and nature strips adjacent to subject property, for the duration of the **building work**.
2. The permit holder is responsible for ensuring that their public liability insurance remains current for the duration of the **Asset Protection Permit**.
3. The point of entry to the subject property must be via a **Council** approved vehicle crossing, unless specific conditions have been granted by **Council** to use an alternative point of access.
4. The permit holder must take all necessary measures to ensure that:
  - a. **building work** is conducted in a safe manner, without obstruction to pedestrians or vehicles, and
  - b. no damage or detriment is caused to **Council** assets, including stormwater drains, footpaths, roads, nature strips, kerbs, or vehicle crossings, and
  - c. **building work** is managed to prevent stormwater pollution or the deposit of sediment onto roadways, and
  - d. the subject property complies with **Cardinia Shire Council Community Local Law 2024, Part 6 - Protection and management of council assets and infrastructure**, and
  - e. the subject property complies with **Cardinia Shire Council Community Local Law 2024, Part 7 - Requirements of building sites**.
5. The permit holder must notify **Council** within seven (7) days upon the completion of **building work** by submitting an **Asset Protection Bond** refund request.
6. Before applying for a refund of the **Asset Protection Bond** the permit holder must:
  - a. remove all waste materials such as gravel, concrete, mud, litter, plastic and polystyrene debris from **Council** assets including nature strips, footpaths, roads, kerbs, channels and drains, and other assets vested in **Council**, and
  - b. remove waste facilities and skip bins from **Council** assets, and
  - c. inspect **Council** assets for any damage caused as a result of **building work**, and
  - d. repair any damage caused as a result of **building work** to nature strip areas only, by leveling with topsoil, applying grass seeds or laying natural instant turf, and
  - e. ensure **Council** assets are clean and unobstructed in preparation for **Council's** final inspection.
7. The permit holder must not replace, reinstate or repair any **Council** roads, concrete panels, tactiles, or street trees *prior* to **Council's** final inspection
8. Any damage to **Council** assets identified by **Council** during the final inspection, must be fully restored by the permit holder in accordance with a **notice to comply** served by **Council** specifying the required works, standards and timeframe in which the works are to be conducted.
9. In addition, if the permit holder does not conduct the works specified in a **notice to comply**, **Council** will conduct the specified works and retain all or part of the **Asset Protection Bond** to offset the repair costs.
10. If repair costs exceed the value of the **Asset Protection Bond**, the permit holder must pay the outstanding amount to **Council** upon receipt of an invoice. **Council** may also bring proceedings against the permit holder to recover the cost of repairs.
11. For tactile and street tree replacements, **Council** will conduct these works and deduct the associated costs from the **Asset Protection Bond**.
12. The **Asset Protection Bond** will be refunded to the permit holder once **Council** has determined there is either no damage to **Council** assets, or that any damage caused has been rectified to **Council's** satisfaction.

13. This Asset Protection permit expires at the completion of any of the following:

- a) twelve (12) months after the date of issue, unless **Council** has granted a written extension, or
- b) upon written notification from **Council** that the permit has been cancelled, or
- c) completion of all building works associated with this permit, and **Council's** final inspection confirming there are no outstanding matters, and refund of the **Asset Protection Bond**.

End of Conditions

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**Notes:**

- Terms in this permit have the same meaning as defined in **Cardinia Shire Council Community Local Law 2024**.
- Infringements will be issued for failing to comply with any **notice to comply**, breach of permit conditions or breach of **Cardinia Shire Council Community Local Law 2024**.