



Utility name

Description of works (including reference numbers)

works on state-controlled roads

State of Queensland (represented by the Department of Transport and Main Roads) (TMR)

Full name of utility party including ACN, ABN or ARBN if applicable

Abbreviated utility name

Deed of Indemnity for  works on state-controlled roads

1. Introduction

1.1  is a  public utility provider in Queensland.

1.2 In the course of installing and maintaining plant and equipment,  performs work in and around state-controlled roads throughout  Queensland.

2. Activities

2.1  must obtain the prior consent of TMR before undertaking any construction, installation, operation, maintenance, alteration or removal of  infrastructure in state-controlled roads and any other act that involves works in state-controlled roads or the obstruction, interference with, redirection or management of traffic or a road user on a state-controlled road (an Activity). This includes anything to be done by  's employees, contractors or agents.

3. Consent and warranty

3.1  declares that from the date of this deed, when seeking consent from TMR for an Activity it will warrant that all information given to TMR for the purpose of, or in the process of, obtaining the consent, is accurate and complete, to the best of  's knowledge.

3.2 From the date of this deed,  warrants that, for each consent given by TMR to an Activity, it will read and comply with any terms or conditions set and notified, or agreed to by TMR.

4. Indemnity

4.1  indemnifies and agrees to keep indemnified TMR and TMR's employees, contractors and agents against any:
a. claim or proceeding (and any cost and expenses incurred as a result) that may be made or brought against TMR or TMR's employees, contractors or agents; or
b. loss suffered by TMR or TMR's employees, contractors or agents in respect of loss of life, personal injury or damage to any person or property.
arising out of an Activity regardless of whether or not TMR has consented to the Activity.
4.2 The Indemnity in clause 4.1 of this deed is reduced proportionately to the extent that the cost, expense or loss is caused or contributed to by the act, omission or negligence of TMR or TMR's employees, contractors or agents.

**5. Consent**

5.1 This deed does not give or infer any consent to any Activity.

Executed as a deed in Brisbane

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signed, sealed and delivered as a deed for and on behalf of the State of Queensland (represented by Department of Transport and Main Roads) by its duly authorised officer in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Full name of witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of officer

\_\_\_\_\_  
Full name of officer

\_\_\_\_\_  
Date

Signed, sealed and delivered as a deed for and on behalf of the

by its duly authorised officer in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Full name of witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of officer

\_\_\_\_\_  
Full name of officer

**Instructions**

Please print, sign and scan this form. Attach the signed form to the Land Access Notification or Application. A signed Deed of Indemnity is required as a pre-condition of being authorised to undertake public utility works on state-controlled roads.