

Request for Graffiti Removal Kit

Purpose of Form: This form will be used to process your request for a Graffiti Removal Kit, for use on private land.

There are no fees for the Graffiti Removal Kit however, each applicant is only eligible for one kit per instance.

Council will require private property owners to remove graffiti from their property in accordance with Local Laws, however Council will also encourage property owners to remove graffiti from their property by providing free or low-cost graffiti removal kits and advice about removal techniques.

Please note that photographic evidence is required at the time of requesting this kit. This can be sent via email or submitted by using *snap, send, solve*. All applications must be made via our customer service team due to the requirement for proof of identity to be shown.

Applicant's Name:			
Postal Address:			
Email:		Contact No:	
Address where graffiti is located:			
Object where graffiti is located:	e.g. Fence, bench etc.		
Date of Application:			
Have you previously applied for a Graffiti Removal Kit?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide details (previous application dates, address and object):		
Picture of evidence provided/emailed:	<input type="checkbox"/> Yes <input type="checkbox"/> No If no evidence is supplied, we are unable to provide a graffiti removal kit.		
Proof of Identity Shown:	<input type="checkbox"/> Yes <input type="checkbox"/> No A licence is required to show proof of applicant's details.		

Agreement to Conditions of Graffiti Removal Kit Supply

THIS IS AN IMPORTANT DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS. PLEASE READ IT CAREFULLY AND ENSURE THAT YOU UNDERSTAND IT BEFORE YOU SIGN IT.

Conditions of Supply

1. **(Warning about risks)** The Applicant acknowledges that:
 - (a) the Graffiti Removal Kit (the *Kit*) contains toxic chemicals that are hazardous to humans and animals; and
 - (b) Misuse of the chemicals may result in Injury and Damage to the user and/or others; for example, eye and skin irritation, or poisoning from inhalation or ingestion (swallowing).
2. **(Applicant Obligations)** The Applicant undertakes to ensure that the Kit is Used:
 - (a) only by responsible adults; and
 - (b) strictly in accordance with the Council-provided Instruction Sheet; and
 - (c) in particular (but without limitation) with the provided personal protective equipment.
3. **(Voluntary Assumption of Risks)** The Applicant accepts:
 - (a) all risks of Injury and Damage associated with Use of the Kit; and
 - (b) responsibility for avoiding Injury and Damage of any and every description, to any and every person, and to any and all property, resulting directly or indirectly from Using the Kit.
4. **(Applicant Warranties)** The Applicant makes the following declarations upon which it acknowledges Council relies:
 - (a) (Unless it is a corporation) the Applicant is at least 18 years of age.
 - (b) The Applicant has read and understood these conditions of supply.
 - (c) The Applicant accepts these conditions of supply, intending to be legally bound by them.
 - (d) The information provided by the Applicant in this form is true and correct in all respects.
5. **(Indemnity and Release)** Further in return for Council supplying it with a Kit:
 - (a) the Applicant will indemnify Council and its Personnel against any and all Expenses sustained or incurred by them or any of them in consequence of any Claim for compensation of Injury and/or Damage:
 - (i) suffered or incurred by the Applicant or any other person;
 - (ii) arising from or consequential upon Use of the Kit by the Applicant or a Related Person, irrespective of how the Injury or Damage occurs;
 - (b) the Applicant releases Council and its Personnel from any and all responsibility and liability for Injury and/or Damage:
 - (i) that the Applicant and/or any Related Person suffers or incurs;
 - (ii) arising from or consequential upon Use of the Kit by the Applicant or a Related Person, irrespective of how the Injury or Damage occurs.

6.

(Definitions) In these conditions of supply, the following words have the meaning ascribed to them:

- (a) **Claim** means the assertion of entitlement to a remedy:
 - (i) arising from, or otherwise relating to, an act or an occurrence;
 - (ii) made by any means, including a demand or the pursuit of a cause of action before a court, a tribunal, or any other body (judicial, quasi-judicial, or administrative).
- (b) **Council** means the Fraser Coast Regional Council.
- (c) **Damage** means damage to or loss of the property of any person.
- (d) **Expenses** means expenditure and loss of any description, including damages and legal costs.
- (e) **Graffiti Removal Kit** means the graffiti removal kit to be provided by Council which comprises the following items: 1 x Bottle SupaSafe Black Graffiti Remover; 1 x Trigger Adapter; 1 x Canister SupaSafe EzyWipes; 1 x Nylon Bristle Paint Brush; 1 x Nylon Bristle Scrub Brush; 1 x Pair Safety Glasses; 1 x Pair of Chemical Resistant Gloves; 1 x Cleaning Cloth; 1 x Vial of Saline Eye Rinse; and Instruction Sheet.
- (f) **Injury** means illness, injury, adverse physical reaction, or death.
- (g) **Instruction Sheet** means the instruction sheet, included in the Kit, containing directions for safe Use of the Kit.
- (h) **Personnel** means, in relation to Council, its employees and service providers (including volunteers).
- (i) **Related Person**, in relation to the Applicant, is any person to whom the Applicant provides the Kit for any purpose.
- (j) **Use**, in relation to the Kit, includes handling, storage, and disposal; and *Misuse* includes mishandling and incorrect storage or disposal, in particular, handling, storage, and disposal otherwise than in accordance with the Instruction Sheet.

Applicant Agreement

By signing this request form, the Applicant accepts and agrees to be bound by the above conditions of supply.


Applicant Signature:

Date: / /

OFFICE USE ONLY – Customer Service

CSO Initial:	Date:
CP Number:	Kit Collected: <input type="checkbox"/> Yes <input type="checkbox"/> No

Application Lodgement

 <i>In person at your local Customer Service Centre Monday - Friday</i>	At Council Offices: Hervey Bay - 77 Tavistock Street, Torquay Hours of operation: Monday to Friday 8.15am - 4.30pm Maryborough – 213 Adelaide Street, Maryborough Hours of operation: Monday to Friday 8.15am – 4.30pm
<i>By Email</i>	You may submit this form signed via email to enquiry@frasercoast.qld.gov.au
<i>By Fax</i>	07 4197 4455
<i>By Post</i>	PO Box 1943, Hervey Bay QLD 4655