



GRAFFITI MANAGEMENT POLICY

Policy Owner: Director Engineering and Property Services

Category: 2. Our Built Environment

1. STATEMENT OF INTENT

- 1.1 The aim of this Policy is to create and maintain better neighbourhoods for residents, businesses and visitors by effectively preventing and managing graffiti and bill posters. Illegal graffiti is a concern to both North Sydney Council and the community. Graffiti incurs substantial social and economic costs to the community.
- 1.2 This Policy provides guidance to the implementation of Council's free graffiti removal program. With the active cooperation of property owners Council endeavours to quickly remove any graffiti from Council and privately owned properties.

2. ELIGIBILITY

- 2.1 All property owners within the North Sydney local government area are eligible to enter into an agreement with Council to participate in the free graffiti removal service.

3. DEFINITIONS

- 3.1 Graffiti vandalism - generally refers to illegally defacing private and public property with markings and/or graphics without the owner's consent. Graffiti vandalism can take multiple forms including designs, words, images using chalk, paint, textas, acid etching or other material such as stickers and billposters.

4. PROVISIONS

- 4.1 Removal of graffiti from surfaces on the subject property will be undertaken by Council at no cost to the property owner.
- 4.2 Council's free graffiti removal service is an 'opt-in' program. Property owners must enter into an agreement with Council to allow Council to remove graffiti from their property. Under the agreement the property owner gives Council authority to remove any graffiti from surfaces on the property at the sole discretion of Council and without prior consent from the property owner on

each occasion. On each occasion Council's contractor will make reasonable attempts to inform the property owner of its intention to remove graffiti from the property prior to commencing any graffiti removal works.

- 4.3 This agreement excludes the removal of engraving or glass etching graffiti.
- 4.4 Under Council's free graffiti removal program, graffiti will only be removed by Council if:
- a) It can be seen from a public road, park or other land the general public is allowed to use;
 - b) Its removal can safely be undertaken by the two-person crew without the aid of scaffolding or other specialised lifting equipment; and
 - c) Its removal can safely be undertaken with limited traffic control equipment that can be reasonably carried in the vehicle being used by the two-person crew.

5. RESPONSIBILITY/ACCOUNTABILITY

- 5.1 Council's Engineering and Property Services Division (Works Engineering Department) is responsible for administering the graffiti removal service, including raising community awareness of the program and managing all communication with Council's Graffiti removal contractor.

6. RELATED POLICIES/DOCUMENTS/LEGISLATION

The Policy should be read in conjunction with the following Council policies and documents:

- Community Strategic Plan

The Policy should be read in conjunction with the following documents/legislation:

- Local Government Amendment (Graffiti) Act 2002
- Summary Offences Act 1988

Version	Date Approved	Approved by	Resolution No.	Review Date
1	18 February 2013	Council	61	2016/17

AGREEMENT



REMOVAL OF GRAFFITI FROM PRIVATE PROPERTY BY NORTH SYDNEY COUNCIL

PARTIES TO AGREEMENT

North Sydney Council

200 Miller Street

NORTH SYDNEY NSW 2060

Phone: (02) 9936 8100

Property Owner/s:

DESCRIPTION

The property located at _____ (the **Property**) has been a target for illegal graffiti.

Under this agreement, North Sydney Council will address the problem of recurring graffiti on the Property by undertaking to remove graffiti as soon as possible following it being reported to Council. Graffiti will only be removed by Council if:

- It can be seen from a public road, public park or other land the general public is allowed to use.
- Its removal can safely be undertaken by a two-person crew without the aid of scaffolding or other specialised lifting equipment.
- Its removal can safely be undertaken with limited traffic control equipment that can be reasonably carried in the vehicle being used by the two-person crew.

Removal of any graffiti from surfaces on the subject property will be undertaken by Council at no cost to the property owner.

CONDITIONS OF AGREEMENT

1. Under this agreement the Property Owner gives Council authority to remove any graffiti from surfaces on the Property at the sole discretion of Council and without prior consent from the property owner on each occasion.
2. This agreement excludes the removal of engraving or glass etching graffiti.
3. The Property Owner is required to phone through reports of graffiti on their property to Council's Customer Service on (02) 9936 8100.
4. All works carried out by Council to remove graffiti will be undertaken at no cost to the Property Owner.
5. Upon signing this agreement the Property Owner will provide Council with any relevant information which may affect Council or the Property Owner in regard to removal of graffiti from the Property.

Agreement for Removal of Graffiti from Private Property by North Sydney Council

Such information may include paint codes for colour matching purposes or details of any protective coatings previously applied to the agreed surfaces.

6. On each occasion, Council’s Contractor will make reasonable attempts to inform the Property Owner of its intention to remove graffiti from the Property prior to commencing any graffiti removal works.
7. Council will use “best practice” to remove any graffiti from the Property. However Council will not be held liable for any damage caused by these practices in the graffiti removal process.
8. Either party may terminate this agreement upon providing to the other party 14 days written notice, in which case the parties are released from all obligations under this agreement.
9. Should the Property Owner sell the property the subject of this agreement, the owner will forward to Council, details of the purchaser of the property within five business days following the sale.
10. Council will provide public liability insurance cover for all graffiti removal activities occurring under this agreement.

Signed for an on behalf of North Sydney Council:

Signature: _____

Date: _____

Name (print): _____

Witness: _____

Date: _____

Signed by the Property Owner of :

Signature/s: _____

Date: _____

Name/s (print): _____

Address: _____

Witness: _____

Date: _____

Name (print): _____

Address: _____

PRIVACY STATEMENT

Personal details requested on this form will only be used for the purpose of processing your application. The supply of information by you is voluntary. If you cannot provide or do not wish to provide the information sought, the Council may not be able to process your application. Access to the information is restricted to Council officers and other authorised people. You may make application for access or amendment to information held by Council. Applications by members of the public to view Council's records are subject to the provisions of Council's Privacy Management Plan, Section 18 Government Information (Public Access) Act 2009 & Schedule 1 - Government Information (Public Access) Regulation 2009.

I have read and understand the Privacy Statement

Signed: Date: