

## Terms and Conditions for Network Access Pursuant to a Network Access Permit

**These are the terms and conditions which are applicable to you in relation to accessing the SA Power Networks' Electricity Distribution Network under any Network Access Permit which may be granted to you.**

These terms and conditions form part of a contract between SA Power Networks and you in relation to access to SA Power Networks' network being granted to you. It is important that you read and understand these terms and conditions before signing your acceptance on the "Quotation for Access Permit".

### 1. Payment

- 1.1. You agree to pay the fee applicable in relation to the grant of the Network Access Permit in accordance with the terms for payment set out in the Quotation for Access Permit.
- 1.2. Where your work results in an extension of the outage outside the agreed times, we may require that you pay some or all of the following amounts:
  - The full amount of an affected customer's claim for damages.
  - An amount based on the impact of the Distribution Code requirements for supply reliability.

### 2. Provision of information

- 2.1. The Network Access Permit will be issued to you on the basis that you have provided to SA Power Networks all relevant information which SA Power Networks requires to consider your request for access.
- 2.2. If you have not provided all relevant information or the information that you have provided is incorrect or incomplete, SA Power Networks at its absolute discretion reserves the right to revoke the Network Access Permit without prior notice to you.
- 2.3. The permit is issued on the basis of information which you have provided. If you wish to vary the terms of access, you must seek consent in writing from SA Power Networks.

### 3. Compliance with conditions attaching to the Network Access Permit

- 3.1. You are required at all times to comply with the conditions applicable to the granting of the Network Access Permit. These conditions are:-
  - 3.1.1. The conditions set out in these terms and conditions.

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3.1.2. The terms and conditions set out in the Network Access Permit which will be issued to you and which include the following:-

- All equipment other than that detailed in Part A2 of the Network Access Permit must be treated as alive and safe clearances maintained at all times.
- Work party access is to be restricted to ensure maintenance for clearances.
- All persons undertaking work on the site are to be warned of the points of isolation and all live parts.
- Prior to commencement of the work, all equipment is to be tested and proven that it is de-energised.
- Additional work party earths shall where necessary be installed to ensure protection against potential sources of supply during the currency of the Network Access Permit.

3.1.3. All relevant SA Power Networks' Technical Standards including any Technical Standards specified in the Network Access Permit.

#### **4. Warranty of authority**

4.1. You warrant that:

4.1.1. You have the authority to accept the Quotation for Access Permit.

4.1.2. That the person who will sign the Acceptance of Network Access in Part B1 of the Network Access Permit is your appointed representative who is the officer responsible for the work party and who has your authority to sign that part of the document.

4.1.3. That the person who will sign the relinquishment in Part C1 of the Network Access Permit is your appointed representative who is the officer responsible for the work party and who has your authority to sign that part of the document.

4.1.4. That the person who will sign the Officer Responsible Summary Sheet is your appointed officer responsible and that person has your authority to sign that document.

#### **5. Access to the site where access is provided**

5.1. You agree to allow SA Power Networks' representatives to attend at the site where access is being granted in order to allow for monitoring of compliance with these terms and conditions and the requirements of the Network Access Permit; and



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5.2. You acknowledge and agree:

- (1) That you are responsible for access control at the site while you are accessing the site in accordance with the permit.
- (2) You will ensure that only authorised persons have access to the site.
- (3) You will ensure that all such persons have been informed regarding all applicable terms and conditions under which access is granted.
- (4) You will forthwith arrange for the removal from the site of any person who does not comply with the terms and conditions identified in paragraph 3 of these terms and conditions.

## **6. Compliance with all relevant laws**

6.1. You will undertake to comply with and ensure that your servants and agents will comply with all relevant laws applicable to the conduct of activity for which the permit has been granted.

6.2. Without limiting the foregoing you must comply with and ensure that your servants and agents comply with:

- (1) The provisions of the Electricity Act 1997.
- (2) The provisions of the Electricity (General) Regulations 2010.
- (3) The provisions of the Occupational Health Safety & Welfare Act (1986).
- (4) The provisions of the Regulations made pursuant to the Occupational Health Safety & Welfare Act.
- (5) The provisions of the Environment Protection Act 1993 and all Regulations and Policies made pursuant to that Act.
- (6) All applicable Local Government Acts, Regulations and bylaws.

## **7. Warranty regarding other permissions and consents**

7.1. The Network Access Permit to be issued to you relates to access to SA Power Networks' Electricity Distribution Network only.

7.2. You warrant that you have obtained all relevant consents and permissions from any other authorities.

## **8. Assignment of Permit**

8.1. Assignment of the Network Access Permit to a Third Party is not permitted without the specific consent in writing of SA Power Networks which at its absolute discretion may grant or refuse such consent.



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## **9. Risk, liability, insurance and indemnity**

- 9.1. Access to SA Power Networks' network is granted on the condition that access is entirely at your risk.
- 9.2. You must exercise reasonable care in undertaking any activity relating to the grant of access and ensure that reasonable care is taken for the safety of your servants, agents, contractors and any other persons in and around the site.
- 9.3. You must effect and maintain a Policy of Public Liability Insurance in respect of your legal liability to SA Power Networks and Third Parties for personal injury (which includes death), property damage and all direct, indirect and consequential loss resulting from the acts or omissions of your employees, agents or contractors arising out of or in way connected with the granting of access to SA Power Networks' network pursuant to this contract.
- 9.4. Such Policy of Insurance is to provide for a limit of liability of at least 20 million dollars and evidence of a current Policy is to be produced to SA Power Networks on demand.
- 9.5. You must also affect and maintain a Policy of Workers Compensation Insurance and any other insurance as may be required under the Workers Rehabilitation and Compensation Act or similar Legislation.
- 9.6. You shall indemnify and keep indemnified SA Power Networks, its employees and Agents and hold each of them harmless from and against:
  - All loss of or damage to property including direct, indirect and consequential loss,
  - All loss or damage resulting from injury (including death) to any person including your servants, agents or contractors, in connection with any act or omission by you, your servants, agents and contractors arising out of or resulting from this contract and any work or activity undertaken by you pursuant to this contract.

## **10. Release and discharge of SA Power Networks**

- 10.1. You acknowledge that you are aware of all dangers and risks associated and incidental to the grant of access to our network and you Release & Discharge SA Power Networks from all damage and loss resulting from injury (including death) and damage to property including direct, indirect and consequential damage, that you, your servants, agents and contractors may suffer arising out of or resulting from the granting of access pursuant to this contract and all activities undertaken pursuant thereto.



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## **11. Revocation of the permit**

- 11.1. SA Power Networks reserves the right, at its absolute discretion, to revoke the Network Access Permit in circumstances where, in its opinion, it is necessary to do so and may reschedule the timing of access as it sees fit.
- 11.2. In those circumstances SA Power Networks will negotiate with you in good faith regarding arranging for an alternate time for access to be granted. SA Power Networks will not be liable for any loss resulting from or arising out of any such revocation of permit.

## **12. Limitation on supply interruptions**

- 12.1. Where supply must be interrupted to provide the required access, the following restrictions will apply:
  - (1) In general no residual customer will be switched off before 8.00 am or will still be off supply after 4.00 pm on that day.
  - (2) Any disconnection of a commercial or industrial customer must be undertaken with the approval of the customer and SA Power Networks' Network Operation Centre (NOC).
  - (3) A customer will not be off supply more than once without the customer's agreement in any one week window due to a request for Network Access.
  - (4) If customers have experienced an unplanned outage up to a fortnight before the proposed outage then we reserve the right to reschedule the request to Network Access.

## **13. Submission to retailer**

- 13.1. If you are performing "work" as defined in Clause 18 of the Electricity (General) Regulations you must submit an Application for Connection/Alteration/Removal of Supply to your customer's retailer in the first instance. The retailer will then forward a request to us to arrange the connection with you.

## **14. Approval for work near buildings**

- 14.1. Where you are undertaking building works which will temporarily or permanently infringe the building clearances as set out in the Electricity (General) Regulations then you must obtain approval in writing from the Office of the Technical Regulator before proceeding.



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## **15. Relinquishment of the permit**

- 15.1. You must relinquish the network access permit as soon as possible after completion of your work in order that we can commence restoration of supply.

## **16. Customer connect process**

- 16.1. Where the request for network access is:

- (1) Part of the customer connect process; and
- (2) The request is either:
  - For the purpose of inspecting circuits inside a padmount cubicle; or
  - To undertake testing of cables inside a dead front cubicle before connection to the network.

then you must make an appointment with a Compliance Officer. You may be required to pay additional costs for this service.

## **17. Padmount cubicles**

- 17.1. If a request for network access requires the doors of a live padmount cubicle to be left open, an Authorised Officer must be present at all times.

## **18. Panel Contractor**

- 18.1. If you are a panel contractor we may permit you to undertake various tasks associated with a Request for Network Access. These will be determined when you apply for network access.

## **19. Buried cables**

- 19.1. If you intend to work in and around buried cables you must comply with the requirements of SA Power Networks' document NICC-404 which is accessible from the SA Power Networks' website.

## **20. Deactivation of automatic reclose protection**

- 20.1. Requests for network access to deactivate automatic reclose protection must be submitted at least 28 business days before the required access.

