

# Powerline Hazard Identifier Application Form

<b>Section A: Applicant Details</b>		
Full name (include Business Name if applicable):		
Address:		
<b>Contact Details:</b>	Email:	
Phone No.:	Mobile No.:	Fax No.:
Are you requesting powerline hazard identifiers to be installed on private property owned by a third party?	<input type="checkbox"/> No <input type="checkbox"/> Yes (complete Section B Land Owner Details)	
<b>Section B: Land Owner Details</b> (where powerline hazard identifiers to be installed on private property not owned by Applicant)		
Full Name (include Business Name if applicable):		
Address:		
<b>Contact Details:</b>	Email:	
Phone No.:	Mobile No.:	Fax No.:
<b>Section C: Powerline Hazard Identifier Installation Details</b>		
Lot and RP Numbers:	Property Location (include street or rural address):	
Reason for required powerline hazard identifiers to be installed		
<b>Sketch of Powerline Hazard Identifier Installation Details (or attach detailed plan)</b>		
Record pole numbers (7 or 8 digit site label) to aid correct location of required powerline hazard identifiers.		
Type of powerline hazard identifiers:		
Number of Spans required to be marked:	Number of Markers required per span:	Number of Poles to be marked:
<b>Note:</b> Number of markers permitted to be installed in any span may be limited by allowable additional conductor loading. Ergon Energy staff will advise on any installation limitations.		
<b>Section D Applicant Acceptance of Powerline Hazard Identifier Terms and Conditions</b>		
I agree to accept the Terms and Conditions set out in Section E of this Application		
Applicant Signature .....		Date...../...../.....
<b>Submit completed Application Form</b> to Ergon Energy by: <ul style="list-style-type: none"> <li>• Email scanned copy of completed form to <a href="mailto:safetyadvice@ergon.com.au">safetyadvice@ergon.com.au</a>, or</li> <li>• Fax to (07) 4932 7453</li> </ul>	Following submission of this Application, Ergon Energy will provide a quote (actual costs are payable by Applicant at completion of installation) and provide advice on practicality of proposal.	

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## Section E Terms and Conditions

### 1. Contract

The Powerline Hazard Identifier Application Form (including this Section E) forms the agreement between Ergon Energy Corporation Limited (ABN 50 087 646 062) (Ergon Energy) and the applicant named in Section A (Applicant) for the provision and installation of powerline hazard identifiers by Ergon Energy at the request of the Applicant (Contract).

### 2. Ergon Energy's responsibilities

Ergon Energy:

- (a) must provide and install the powerline hazard identifiers as specified in Section C, subject to any installation limitations (Services);
- (b) may remove the installed powerline hazard identifiers at any time;
- (c) may repair, remove or replace any conductor on which the powerline hazard identifiers have been installed, or marked supporting structure, as part of its normal maintenance or operational requirements without any notice to the Applicant and no compensation will be payable to the Applicant.

### 3. Applicant's responsibilities

The Applicant must:

- (a) pay the Fee associated with the initial installation of the powerline hazard identifiers as determined in accordance with electricity laws;
- (b) specify the extent of marking required to provide an additional degree of visual prominence and utilise, as a minimum, the recommendations for design and construction of powerline hazard identifiers as contained in Australian Standard 3891.2;
- (c) only engage Ergon Energy or contractors approved by Ergon Energy to install, maintain and repair powerline hazard identifiers;
- (d) provide Ergon Energy with, or procure on Ergon Energy's behalf, reasonable and sufficient access to the site where the Services are being performed (Site) to enable the Services to be provided;
- (e) monitor the ongoing effectiveness of the installed powerline hazard identifiers, and pay all costs of maintenance;
- (f) notify Ergon Energy if it becomes aware that any of the powerline hazard identifiers are faulty, damaged or missing; and
- (g) notify Ergon Energy when the powerline hazard identifiers are no longer required.

### 4. Acknowledgement

The Applicant acknowledges that the installation of powerline hazard identifiers does not eliminate the risk of powerline strikes.

### 5. Commencement and progress

- (a) Ergon Energy will provide the Services in accordance with its usual work practices and delivery times.
- (b) The Applicant acknowledges that Ergon Energy may be delayed in providing the Services by an act or omission of the Applicant or its employees, agents, representative or other contractors (Applicant's Personnel) or events (either natural or human) beyond Ergon Energy's control, including inclement weather.
- (c) If Ergon Energy is delayed by an act or omission of the Applicant or the Applicant's Personnel or an event beyond Ergon Energy's control, the Applicant must pay to Ergon Energy all the disruption costs incurred by Ergon Energy as a result of the delay (for the purposes of this clause disruption costs includes, but is not limited to additional mobilisation and demobilisation costs, travel costs and equipment hire costs).

### 6. Payment terms

- (a) The Applicant must pay to Ergon Energy the fee specified in the Quote(Fee). The Fee is quoted in AUD. Unless otherwise stated in the Offer, the Fee quoted in the Offer is valid for the 30 days from the date of the Quote.
- (b) The Fee is exclusive of GST. All GST assessed on the provision of goods, services or works by Ergon Energy or on Ergon Energy's charges will be included as an additional charge in the relevant Payment Claim. The Applicant must pay Ergon Energy the additional GST charge as set out in the Payment Claim.
- (c) Other taxes and duties are not included in the Fee unless expressly stated in writing. The Applicant must pay Ergon Energy any additional amount charged on account of taxes and duties as set out in the Payment Claim.
- (d) Without limiting Ergon Energy's other rights, if the Applicant fails to pay an amount due to Ergon Energy by the due date, Ergon Energy may suspend performance of the Services until payment is made. If Ergon Energy suspends the Services under this clause 6(d), the Applicant must pay to Ergon Energy any additional costs and expenses incurred by Ergon Energy as a result of the suspension.

### 7. Warranties

- (a) All goods supplied under the Contract are covered by such warranty as is expressly given by the manufacturer.
- (b) To the extent permitted by law:
  - (i) Ergon Energy does not give any warranty or representation of any kind to the Applicant in relation to the Services except as expressly set out in the Contract; and
  - (ii) the following are expressly excluded from the Contract:
    - (1) all conditions, representations and warranties; and
    - (2) all rights and remedies conferred on the Applicant,

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by statute, common law, equity, trade, custom or usage or otherwise.

- (c) To the extent permitted by law and subject to clause 9, Ergon Energy's liability for a breach of any warranty, term or condition implied in the Contract by the Competition and Consumer Act 2010 (Cth) is, at Ergon Energy's option, limited to supplying the Services again, the payment of the cost of having the Services supplied again or the cost of having any goods repaired or replaced.

## 8. Title

Title in any goods, documents, materials and items supplied or installed by Ergon Energy remains with Ergon Energy. Ergon Energy may, without limiting its other rights under the Contract or at law (at any time and without the need for notice to be given to the Applicant) call for and recover possession of goods supplied or installed as part of the Services. The Applicant must provide to Ergon Energy or its employees, representatives, agents or subcontractors (Ergon Energy's Personnel), or procure on their behalf, access to the Site to recover possession of the goods.

## 9. Ergon Energy's liability

- (a) Ergon Energy's maximum aggregate liability to the Applicant arising out of or in connection with the Contract (including liability for breach of contract, for tort including negligence or on any other legal basis), but excluding fraud or wilful damage, is limited to 100% of the value of the installed powerline hazard identifiers.
- (b) The Applicant will not be entitled to recover any damages for loss of actual or anticipated profits, loss of use, loss of overhead, unrecovered overheads, loss of opportunity or loss of revenue whatsoever.

## 10. Intellectual Property

Nothing in the Contract gives the Applicant any rights in respect of any intellectual property rights created in the performance of the Services, or vested in the Services or any goods, materials, documents or data provided by Ergon Energy or Ergon Energy's Personnel in the performance of the Services.

## 11. Confidentiality

The Applicant must ensure that information relating to the Contract, the nature or progress of the Services or contained in any drawings, designs, plans, specifications, reports or other documents relating to the Services, is not, without the prior written consent of Ergon Energy, used, supplied, published or conveyed to any other person for any purpose other than the execution of the Services in accordance with the Contract.

## 12. Dispute resolution

No party may commence proceedings in court in relation to any dispute or issue between the parties arising out of or in connection with the Contract unless senior representatives of the parties who have authority to resolve the dispute have met and used their best endeavours to resolve the dispute.

## 13. Miscellaneous

- (a) The Applicant may not assign the whole or any part of the Contract without the prior written consent of Ergon Energy.
- (b) Ergon Energy will not for any purpose be considered a servant, employee or agent of the Applicant.
- (c) All notices and other documents given or required to be given pursuant to the Contract:
- (i) must be in writing and signed by a person duly authorised by the sender; and
  - (ii) may be delivered by prepaid post, by hand, by facsimile or email to the party to whom the notice is addressed at its address shown in the Contract or such other address as it may have notified to the other parties.
- (d) The Contract is governed by the laws applicable in Queensland and each party submits to the exclusive jurisdiction of the courts of that State.
- (e) Clauses 7, 9, 10, 11 and 13 survive the expiration or earlier termination of the Contract.
- (f) The Contract embodies the entire agreement of the parties.
- (g) A variation to any term of the Contract must be in writing and signed by the parties.
- (h) No party to the Contract may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.