

Ergon Energy	Ergon Energy Corporation Limited of 420 Flinders Street, Townsville, QLD 4810
Applicant Name	
Ergon Energy Asset Description (i.e. pad-mount transformer, pole, pillar)	
Ergon Energy Asset Number	
Street Address	

Glossary of Terms

<i>“Agreed Ergon Energy Assets”</i>	means the Ergon Energy assets detailed as above
<i>“decorative artwork”</i>	means artwork (including painting or vinyl wrap) applied to Ergon Energy distribution infrastructure for the purpose of: <ul style="list-style-type: none"> i. improvement of the visual impact of the infrastructure; ii. minimising repeated graffiti attacks on Ergon Energy network assets; iii. complementing painting of adjacent infrastructure; or iv. highlighting the presence of the infrastructure (for safety purposes).
<i>“agreement”</i>	means this deed poll commencing on the date of execution

This Deed Poll is made by the Applicant in favour of Ergon Energy

The Applicant acknowledges and agrees:

1. Access Right

In consideration for the Applicant performing its obligations under this agreement, Ergon Energy grants the Applicant the right to access the Ergon Energy Asset for the Permitted Use subject to the terms of this agreement.

2. Access Right Applies to the Applicant Only

The right to access the Ergon Energy Asset is personal to the Applicant only.

The right to access the Ergon Energy Asset does not:

- (a) create a tenancy or any other proprietary interest in the land on which the Ergon Energy Asset is located or the Ergon Energy Asset; or
- (b) entitle the Applicant to quiet enjoyment of the Ergon Energy Asset.

3. Permitted Use

The application of decorative artwork, including painting or vinyl wrap, on the Ergon Energy Asset in accordance with the terms of this agreement. The Applicant will:

- (a) only access the Ergon Energy Asset for the Permitted Use and must not access the Ergon Energy Asset for any purpose other than the Permitted Use;
- (b) comply with any reasonable directions given by Ergon Energy in relation to accessing the Ergon Energy Asset for the Permitted Use;
- (c) endorse the artwork as appropriate prior to submission to relevant local council for approval;
- (d) provide written endorsement from the relevant local council approving the artwork and work activities on the road. The Applicant will attach demonstration of relevant local council approval to this application;
- (e) be responsible for managing the ongoing maintenance of the artwork and, if the artwork falls into disrepair, Ergon Energy may reinstate the Ergon Energy Asset to the original Ergon Energy standard colour. Upon demand, the Applicant will reimburse Ergon Energy for its reasonable costs to remove artwork and reinstate the Ergon Energy Asset to its original condition;
- (f) bear all costs associated with the provision of the artwork;
- (g) ensure that the artwork is free of advertising and commercial mentions;
- (h) obtain written confirmation from the artist that the artist has no rights of claim or ownership of the artwork on the Ergon Energy Asset, except that the artist will retain the copyright in respect of any reproduction of the artwork and the Applicant will procure the grant by the artist to Ergon Energy of an unconditional irrevocable licence to take photographs of the artwork for Ergon Energy's records or marketing purposes;

- (i) ensure that the artist complies with the technical requirements for artwork on Ergon Energy network assets set out in the appendix to this agreement; and
- (j) ensure that all work undertaken is in compliance with relevant workplace health and safety laws and requirements.

4. Comply with Laws

The Applicant must, at its own expense, comply with all relevant laws so far as they relate to accessing the Ergon Energy Asset for the Permitted Use.

5. Risk

The Applicant accesses the Ergon Energy Asset for the Permitted Use at its own risk.

6. Replacement of Ergon Energy Asset

The Applicant agrees the Ergon Energy Asset may be replaced by Ergon Energy if damaged by a third party or if required by Ergon Energy for maintenance or upgrade purposes and this may occur soon after the artwork has been applied. Ergon Energy reserves the right to carry out maintenance operations which may cause damage to the decorative artwork or remove the decorative artwork at any time without notice to the Applicant.

7. Indemnity

- (a) The Applicant agrees to indemnify and keep indemnified Ergon Energy:
 - (i) during preparation and application of artwork on the Ergon Energy Asset from and against all costs, damages, actions, claims, expenses and demands arising out of personal injury or property damage to third parties which may be incurred by Ergon Energy as a result of any works performed by the artist engaged by the Applicant or any employee or agent of artist;
 - (ii) against any claim for damage to the artwork resulting from the operation and maintenance of the Ergon Energy network; and
 - (iii) during the preparation and application of artwork on the Ergon Energy Asset for any damage caused by the artist engaged by the Applicant or any employee or agent of the artist to the Ergon Energy Asset.
- (b) The Applicant is liable for any and all claims for loss, damage or expense arising out of:
 - (i) a negligent act or omission by the Applicant, its members, contractors (including the artist) or other persons authorised by the Applicant;
 - (ii) a breach by the Applicant, its members, contractors (including the artist) or other persons authorised by the Applicant of their obligations under this agreement.

8. Insurance

- (a) The Applicant confirms that it has affected a public liability insurance policy covering at least any liability or damage to the property of any person or for any injury or death to any persons for an amount of not less than \$10 million.
- (b) if required by Ergon Energy, the Applicant must provide to Ergon Energy a copy of the certificate of currency for that insurance policy.

EXECUTED as a deed poll

Applicant is an individual)
SIGNED, SEALED AND DELIVERED by)
)

Name:

.....)
in the presence of: (Signature)

.....
(Witness signature)

.....
(Witness name)

.....
(Date)

Applicant is a corporation)
SIGNED, SEALED AND DELIVERED)
for and on behalf of)

Name of corporation:

.....)
by two directors of the corporation (Director signature)

OR
one director where the corporation is a
sole director corporation:
(Director name)

.....)
(Witness signature) (Director signature)

.....)
(Witness name) (Director name)

.....
(Date)

APPENDIX - TECHNICAL REQUIREMENTS FOR ARTWORK ON ERGON ENERGY NETWORK ASSETS

The following mandatory technical requirements apply:

(i) Paint Detail

- Durable exterior paint must be used;
- Metallic type paints shall not be used;

(ii) Vinyl Wrap Detail

- Product approved for outdoor use;

(iii) Painting or supply and application of vinyl wrap covering shall be undertaken so as to comply with any requirements or restrictions specified by Ergon Energy at the Applicant's expense. These conditions shall include but not be limited to: -

- Painting of poles is limited to between 300mm above ground to 2.0m above ground.
- Painting of poles fitted with equipment at ground level is not permitted.
- Ergon Energy signage or numbering is not to be obscured.
- No equipment on the poles is to be removed or manipulated.

(iv) Safety

- The minimum requirements for safety working specified by the Applicant shall include reference to the requirements of the *Electricity Act 1994 (Qld)*, *Electrical Safety Act 2002*, *Electrical Safety Regulation 2013*, *Work Place Health and Safety Act 1995*, *Traffic Act 1949* and Queensland Transport guidelines for working on roads.
- Any visual or perceived electrical abnormality, (e.g. rust holes, physical damage, unlocked doors, evidence of transformer oil leakage, electrical shocks or “tingles” shall be reported to Ergon Energy immediately on 13 16 70. Work on the site must cease immediately.

(v) All work shall cease immediately if lightning or thunder is noticed.