

Important Note to Applicants

- Activities which may interfere with Queensland Urban Utilities' water and sewerage infrastructure are regulated by the *Water Supply (Safety and Reliability) Act 2008 (Qld)*. Generally, Queensland Urban Utilities' written consent is required prior to any interference.
- Queensland Urban Utilities' consent is not necessarily required if work is in accordance with an acceptable solution as detailed in the [Queensland Development Code MP1.4 Building Over or Near Infrastructure](#).
- In all other cases, Queensland Urban Utilities' written consent is required before undertaking any activities. A Network Access Permit constitutes such consent. It is an offence, for which penalties apply, to interfere with Queensland Urban Utilities' water and sewerage infrastructure without a Network Access Permit.
- Each completed application with all required documentation for a Network Access Permit must be lodged with Queensland Urban Utilities' Network Access Team PRIOR to the proposed commencement date of any activities. It is recommended that the permit be lodged as soon as practicable, to allow time for processing.

The following terms and conditions apply to all Network Access Permits:

- 1) The following words or expressions have the meanings set out below:
  - a) 'Law' includes legislation, regulations, industry codes and the requirements of any statutory body;
  - b) 'Personnel' means officers, employees, contractors, subcontractors, agents and invitees;
  - c) 'QUU Officer' means a QUU employee or officer, including any QUU Control Room or safety officer;
  - d) 'QUU' means the Central SEQ Distributor-Retailer Authority (trading as Queensland Urban Utilities);
  - e) 'QUU Infrastructure' means water and sewerage infrastructure owned or operated by QUU;
  - f) 'Work' means any work or activity performed by, for or on behalf of the applicant on or near QUU Infrastructure.
- 2) The issue or extension of a Network Access Permit is at QUU's sole discretion, and may be subject to additional conditions.
- 3) A QUU Officer may suspend or terminate a Network Access Permit for any reason.
- 4) The applicant must comply with all Laws and directions of QUU Officers relating to the performance of any Work.
- 5) The applicant agrees that QUU is not liable for any loss or damage relating to any delay, failure or refusal to issue or extend, or any suspension or termination of, a Network Access Permit.
- 6) The applicant indemnifies Queensland Urban Utilities from any loss or damage arising from or in connection with any Work, and/or any liability Queensland Urban Utilities incurs because of any non-compliance by the applicant with a Law.
- 7) The applicant must give written notice to affected customers of any intended interruption or suspension of water or sewerage services relating to the works, at least 48 hours before the interruption or suspension. The notice must comply with QUU's public notification requirements.
- 8) The QUU Control Room must be notified by phone (07) 3856 7179 at the commencement and completion of each time period in which Work is carried out under a Network Access Permit.
- 9) The applicant must ensure all Personnel of the applicant:
  - a) are informed in writing of these terms and conditions prior to the performance of any Work; and
  - b) comply with these terms and conditions.
- 10) Where the applicant is not an individual, the applicant warrants that the person who signs a Network Access Permit has been duly authorised to do so on the applicant's behalf.
- 11) The applicant must confirm positive isolation of QUU Infrastructure prior to commencing or, where Work has been suspended or interrupted for any reason, upon resuming Work.
- 12) The applicant must, at its sole cost, comply with all workplace health and safety laws and QUU safety requirements at all times.
- 13) Once all Work ceases or is completed, the applicant must ensure that QUU Infrastructure and any area in which Work has performed is reinstated to the condition it was in prior to the commencement of the Work.
- 14) The applicant is solely responsible for making all necessary searches and enquiries, including Dial Before You Dig prior to commencing any Work. The applicant agrees that QUU is not liable for any loss or damage relating to any failure to comply with this clause or any inaccuracy, error or omission in the results of such searches or enquiries.