

Artwork on Energex Assets Application Deed Poll



Energex	Energex Limited of 26 Reddacliff Street, Newstead, QLD 4006
Applicant Name	
Energex Asset Description (i.e. pad-mount transformer, pole, pillar)	
Energex Asset Number	
Street Address	

Glossary of Terms

<i>"Agreed Energex Assets"</i>	means the Energex assets detailed as above
<i>"decorative artwork"</i>	means artwork (including painting or vinyl wrap) applied to Energex 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 Energex network assets;iii. complementing painting of adjacent infrastructure; oriv. 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 Energex

The Applicant acknowledges and agrees:

1. Access Right

In consideration for the Applicant performing its obligations under this agreement, Energex grants the Applicant the right to access the Energex 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 Energex Asset is personal to the Applicant only.

The right to access the Energex Asset does not:

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

3. Permitted Use

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

- (a) only access the Energex Asset for the Permitted Use and must not access the Energex Asset for any purpose other than the Permitted Use;
- (b) comply with any reasonable directions given by Energex in relation to accessing the Energex 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, Energex may reinstate the Energex Asset to the original Energex standard colour. Upon demand, the Applicant will reimburse Energex for its reasonable costs to remove artwork and reinstate the Energex Asset to its original condition;
- (e) bear all costs associated with the provision of the artwork;
- (f) ensure that the artwork is free of advertising and commercial mentions;
- (g) obtain written confirmation from the artist that the artist has no rights of claim or ownership of the artwork on the Energex 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 Energex of an unconditional irrevocable licence to take photographs of the artwork for Energex's records or marketing purposes;
- (h) ensure that the artist complies with the technical requirements for artwork on Energex network assets set out in the appendix to this agreement; and
- (i) 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 Energex Asset for the Permitted Use.

5. Risk

The Applicant accesses the Energex Asset for the Permitted Use at the Applicant's risk.

6. Replacement of Energex Asset

The Applicant agrees the Energex Asset may be replaced by Energex if damaged by a third party or if required by Energex for maintenance or upgrade purposes and this may occur soon after the artwork has been applied. Energex 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 Energex:
 - (i) during preparation and application of artwork on the Energex 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 Energex 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 Energex network; and
 - (iii) during the preparation and application of artwork on the Energex Asset for any damage caused by the artist engaged by the Applicant or any employee or agent of the artist to the Energex 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 Energex, the Applicant must provide to Energex a copy of the certificate of currency for that insurance policy.

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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 ENERGEX 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 to comply with any requirements or restrictions specified by Energex 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.
- Energex 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 Energex immediately on 13 19 62. Work on the site must cease immediately.

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