Commercial in confidence

Facilities Access to Telstra Ducts

Telstra Plan Request (TPR)

## Full Company Name of Customer (Party to Facilities Access Agreement or equivalent):

## Execution Date of Facilities Access Agreement and/or equivalent including a variation:

**Note 1:** The Customer must have a currently executed Facilities Access Agreement, Customer Relationship Agreement for duct access, Telstra Wholesale Agreement or equivalent before Telstra will accept a duct study request.

**Note 2**: This procedure is not to be used when requesting Back Haul within an exchange, Sydney Tunnel Network and Sydney CBD access

**The aforementioned Customer requests that Telstra provide an electronic plan(s) (DWG Format) for Facilities Access to Telstra Ducts.**

## Important Information:- Terms and conditions

## Telstra accredited contractor

The Acquirer’s contractor/s, including such contractor’s staff and sub-contractors, employed by the Acquirer to carry out works shall be Telstra accredited contractors.

The Telstra accredited contractor authorised by the Acquirer to complete construction on behalf of the Acquirer (**Approved Contractor**) is:

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**Please note, the above-mentioned contractor/s have been engaged to carry out works and is/are not simply being considered to carry out works.**

## Contractor responsibility

The Approved Contractor shall be responsible for ensuring that its staff and sub-contractors possess the necessary accreditation & competencies to perform the works being carried out during the construction.

ie: passports, confined space, gas detection & manhole rescue endorsements for Duct access.

## Network Augmentation and Variations

The Acquirer must notify the Telstra representative at the Customer Service Delivery (CSD) for all variations and proposed Network Augmentations during the construction phase. Once Telstra’s Technical Point of Contact has approved an alternative solution, an email from the acquirer advising of this must be provided to the CSD.

**Approvals –** The Acquirer is responsible for obtaining all necessary permits and approvals, and complying any applicable statutory requirements, prior to commencing construction works.

The Acquirer and Approved Contractor must comply with all applicable requirements under the Acquirer’s FA, CRA or TWA Agreement (as applicable) when carrying out any works.

**Drawings -** The Acquirer or Approved Contractor will be responsible for providing relevant as-built documentation for the entire length of the asset construction within Telstra’s Ducts. Such drawings are to be provided to Telstra upon completion of the works. As-built drawings are to include cable, slack coil metre-ages and cable run metre-ages to Fibre Design Specification.

**Warranty -** The Acquirer and Approved Contractor shall warrant all works performed on the project for a 24 month period. Such warranty will take effect on the date that the Construction Finalisation Document (CFD) is successfully approved, acknowledged and will continue for 24 months.

**The Acquirer will supply all other approved materials that are required**.

APRROVED TPR REQUEST IS VALID FOR 90 WORKING DAYS

# Operational health & safety.

## OH&S general.

The Acquirer and the Approved Contractor are obliged to provide and maintain, so far as is practicable, a working environment for their employees, contractors and members of the public that is safe and without risk to health. As a condition of this TPR, the Acquirer and the Approved Contractor must ensure that any contractors or sub-contractors that may be engaged to perform a service on their behalf will, at all times, identify and exercise all necessary precautions for the health and safety of all persons (including the Acquirer’s and Approved Contractor’s contractors and employees and members of the public). The Acquirer and the Approved Contractor will comply with all directions by Telstra relating to Occupational Health and Safety (**OH&S**).

## Knowledge

The Acquirer and the Approved Contractor will educate themselves regarding all OH&S policies, procedures and measures implemented or adopted by Telstra and/or the occupiers of any premises at or within which the Acquirer or the Approved Contractor will perform works under this TPR. The Acquirer and the Approved Contractor will comply with all such policies, procedures and measures and, in the event of any inconsistency, will comply with such procedures or measures that provide the greatest level of health and safety.

### Legislative compliance

The Acquirer and the Approved Contractor must comply with, and ensure that their employees, contractors and agents comply with, any Acts, Regulations, local laws and by-laws, codes of practice, Australian Standards and Telstra OH&S policies and procedures that are in any way applicable.

### Incident notification

The Acquirer or the Approved Contractor will promptly notify Telstra of any accident, injury, property, or environmental damage that occurs during the carrying out of works. All lost time incidents shall be immediately notified to Telstra. The Acquirer or the Approved Contractor will within 3 days of any such incident provide a report giving complete details of the incident, including results of investigations into its cause, and any recommendations or strategies for prevention in the future.

If the Acquirer or the Approved Contractor is required to give any notice to any other party of an accident occurring during the performance by the Acquirer or the Approved Contractor of the works, the Acquirer or the Approved Contractor (as the case may be) will at the same time or as soon thereafter as is possible in the circumstances give a copy of the notice to Telstra.

## Non conformance

If during the performance of the works under your Construction, it is the opinion of Telstra that the Acquirer or the Approved Contractor is:

* not conducting the works in compliance with applicable OH&S management procedures, relevant legislation or health and safety procedures; or
* conducting the work in such a way as to endanger the health and safety of any person or to threaten any plant, equipment or materials,

upon notice from Telstra, the Acquirer or the Approved Contractor must promptly remedy such situation and pay all related costs of Telstra..

The Acquirer and/or the Approved Contractor may be directed by Telstra to suspend work until the Acquirer or the Approved Contractor (as applicable) satisfies Telstra that the work will be resumed in conformity with the applicable health and safety provisions.

If the Acquirer and/or the Approved Contractor fail to rectify any breach of health and safety for which the work has been suspended, or if the Acquirer’s and/or the Approved Contractor’s performance has involved recurring breaches of health and safety, Telstra may terminate the authority to build in accordance with the Acquirer’s FA, CRA and or TWA Agreement (as applicable).

## Environmental matters

## The Acquirer and the Approved Contractor must:

* comply, and ensure that each of their contractors and employees complies, with all requirements of Laws for the protection of the environment;
* demonstrate whenever reasonably required by Telstra that the requirements of all Laws for the protection of the environment have been met; and
* promptly report in writing to Telstra any environmental damage, impact, difficulties or other problems that arise in the course of execution of the works.

## Environmental incidents.

The Acquirer and the Approved Contractor are responsible for and must at their own cost make good any damage to the environment caused by a breach of their obligations,

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**The following information is required by Telstra to extract an electronic plan.**

Telstra Plan Request for up to and including 25km’s only.

**1. Customer’s Reference No. For this Study Request: (eg:-carriernameTP01)**

**2. Customer’s Nominated Contact Point for technical enquires:**

Name: Phone:

E-mail Address: Mobile:

**3. Customer’s Initial Point of Contact where Telstra should send the response:**

Name: Phone:

Fax: Mobile:

Postal Address:

State:

E-mail Address:

**4. Destinations between which Facilities Access is being sought:**

‘A’ End Address:

State:

GPS co-ordinates (Optional):

‘B’ End Address:

State:

GPS co-ordinates (Optional):

**NOTE:** Please attach a plan of the preferred Duct route showing any required intermediate points.

**5. Estimated Duct length between the destinations:**

metres

**6. Intended term of Facilities Access** (2-15 years): years

**7. Underground Equipment the Customer wishes to install:**

**8. Nearest exchange code if known:**

**9. Special requirements/comments (or refer attached details):**

**10. Do you require a Multiple Subduct Joiner**

Note:- Your FA,CRA or TWA must provide for the installation of Multiple Subduct Joiners before you can utilise this option

**Yes  No**

**Customer to submit this Telstra Plan Request to:**

**Telstra Initial Point of Contact (Telstra Wholesale)**

**ATTENTION: Duct Delivery Group**

**E-mail:** facilitiesaccessductgroup@team.telstra.com