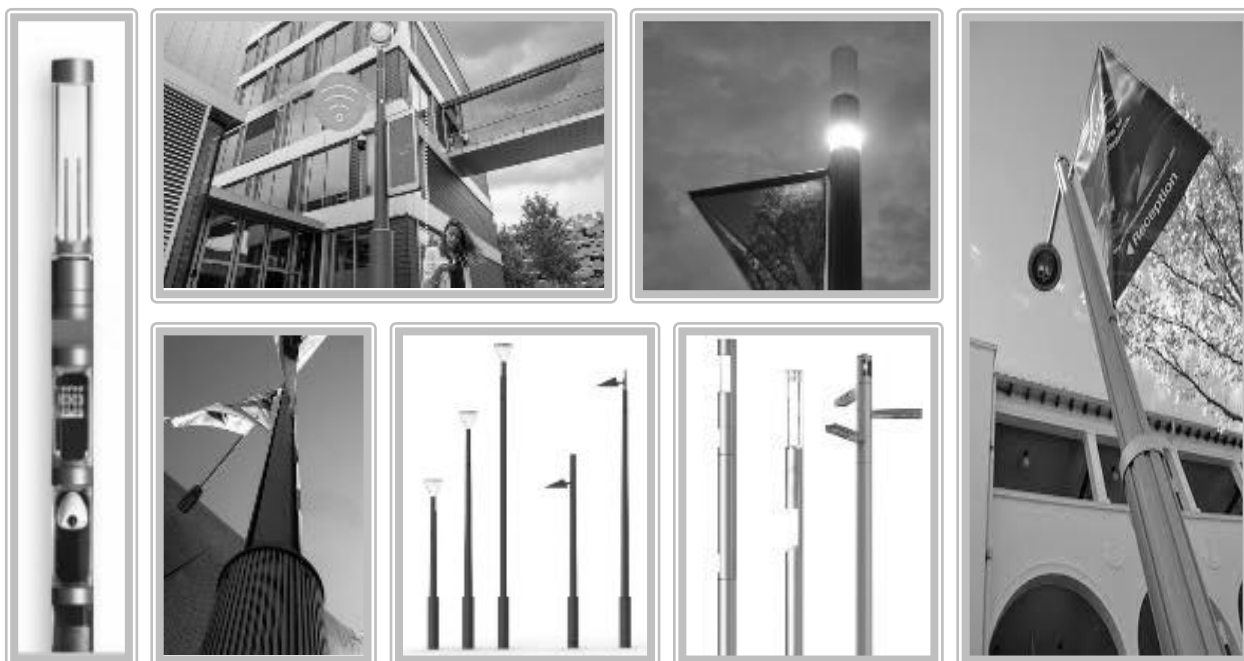


Multi-Function Pole Best Practice Guide

August 2025



Foreword from the President of the Australian Local Government Association



Australia's cities, towns, and regions are rapidly evolving in how they manage technology, infrastructure, and community expectations. At the centre of this evolution is the humble utility pole—transformed through innovation into the Multi-Function Pole (MFP): an enabler of smart city technologies, essential services, public safety, and urban design improvements.

Local governments are increasingly at the forefront of deploying and managing MFP infrastructure. Yet the diversity of design, ownership models, planning frameworks, and stakeholder interests can make consistent and coordinated deployment a challenge. That is why the Australian Local Government Association is pleased to present this Best Practice Guide for Multi-Function Poles.

This guide has been developed to support councils in making informed decisions about the planning, approval, and implementation of MFPs. It brings together practical insights from across jurisdictions, outlines governance and regulatory considerations, and offers guidance on balancing community benefit, urban amenity, and operational effectiveness.

Though it is not a legal document it provides a framework for councils to work in this space with a much better scope on the factors that contribute to success in the long term.

The document recognises the value of early engagement between local governments, utilities, technology providers, and the community. Well-designed and well-managed MFPs can enhance streetscapes, improve connectivity, support public safety, and deliver tangible benefits across all communities—urban, regional, and remote.

On behalf of ALGA, I thank the many councils and stakeholders who contributed to this guide. Your collective experience has shaped a resource that empowers local governments to take a proactive, informed, and future-focused role in MFP deployment.

A handwritten signature in black ink, appearing to read 'M. Burnett'.

Mayor Matt Burnett
President
Australian Local Government Association

Thanks

The contribution of images by the following suppliers of multi-function poles is gratefully acknowledged:

Indara (ENE-HUB & Hub Group)

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DISCLAIMER FOR THE MFP BEST PRACTICE GUIDE

1. This Multi-Function Pole Best Practice Guide (Guide) is intended as a general guide only based on best practice. The Guide has been produced to support councils in making informed decisions about the planning, approval, and implementation of Multi-Function Poles (MFPs), but it is not a legally binding document and does not constitute legal or professional advice.
2. Independent legal and professional advice should be sought before entering into any agreement or making any decision relating to MFPs. The Australian Local Government Association (ALGA) and the Council of Capital City Lord Mayors (CCCLM) expressly disclaim any and all liability for reliance upon the Guide, including but not limited to any claims, damages, losses, liabilities, costs, or expenses arising from or in connection with the use of the Guide or any information contained therein.
3. To the extent permitted by law, ALGA and CCCLM exclude all conditions, warranties, and representations, whether express or implied, in relation to the Guide.

1) Purpose of the Guide

The purpose of this Guide is to produce a framework which can be used by telecommunications infrastructure providers (Mobile Network Operators (MNOs) or Mobile Network Infrastructure Providers (MNIPs) or Neutral Hosts), councils and other landowners in streamlining deployment, ownership and operation of new telecommunications infrastructure. The guide is drafted in two parts.

Part A of the Guide provides information for councils and other landholders to assist them in understanding the requirements for MFPs, in particular those with little or no experience in small cell deployments and the customer demands and technology changes that are driving their proliferation. Part A recommends a maximum timeframe of 20 business days for straightforward applications involving the placement of, for example, a small cell on an existing pole. A maximum of 90 business days is the recommended maximum timeframe for process more complex applications involving, for example, the placement of a new MFP in a new location in a high-profile precinct.

Part B proposes a robust, simple, timely and more cost-effective model framework for deployment for all parties to re-use existing poles, replace existing poles or, if needed, deploy new MFPs meeting the design requirements of councils under a consent-based approach. The framework is designed to be easily adopted by councils and other landholders across Australia.

The contents of this Guide have, to a large degree, been informed by the successful precedent established by capital cities in negotiating General Facilities Access Agreements (GFAAs) with telecommunications carriers over many years. The extensive input of capital cities in developing this Guide and the accompanying model GFAA is gratefully acknowledged.



PART A

2) Introduction to Multi-Function Poles

Multi-function poles (MFPs) are a complete re-invention of the traditional lighting column. They cleverly consolidate two or more devices into a single structure that can deliver diverse services for the community.

MFPs may be complex structures supporting many functions and having refined aesthetics suitable for high profile precincts or they may be relatively simple structures able to support a more limited set of functions at a more modest cost.

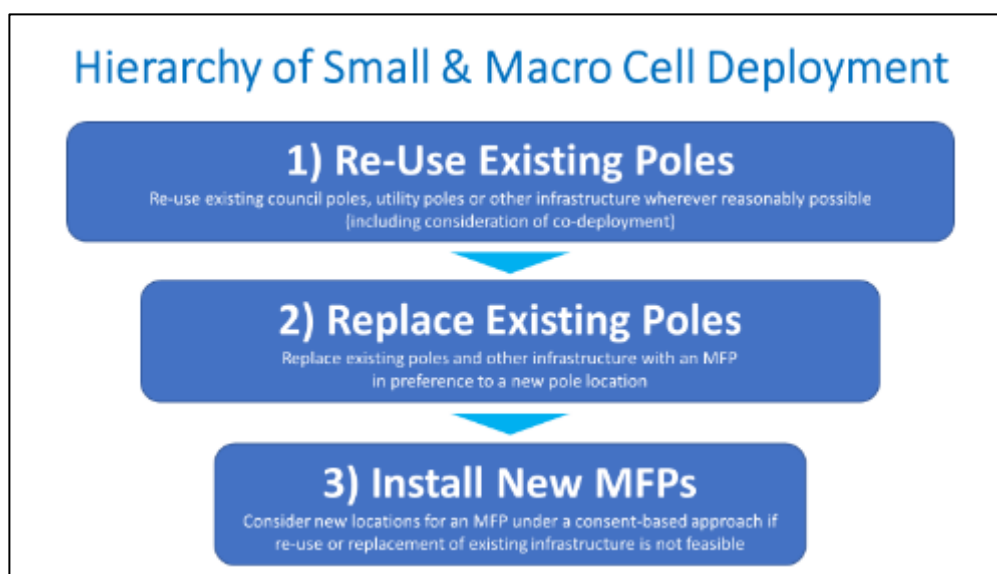
MFPs were first adopted at scale by several Australian capital cities in the 1990s, consolidating analogue devices such as street lighting, traffic signals, signage and banners into a single structure. In doing so, MFPs reduced street clutter and greatly improved public amenity.

The latest generation of MFPs are merging newer digital technologies with the pole. These technologies include dynamic lighting, digital signage, CCTV, public WiFi, electric vehicle charging, public address systems, smart city sensors and, perhaps most significantly, mobile telecommunications infrastructure.

4G and 5G mobile telecommunications infrastructure needs to be deployed much more frequently in the public domain than previous generations of mobile networks. While the re-use of existing poles is preferable where feasible, an MFP is a feasible solution to host the latest generation of telecommunications equipment. Many MFPs are inherently designed to handle small cell telecommunications equipment able to support localised needs, and have greatly improved aesthetics. However, importantly, MFPs are not generally a substitute for macro facilities which are able to cover much larger areas and support many more users.

Local government supports the rollout of modern telecommunications infrastructure to improve the lifestyles, environment and economy of cities and towns. ALGA and the CCCLM have therefore produced this Guide to assist local government in managing MFP deployment where existing infrastructure cannot feasibly be used. The key objectives of this Guide are to:

- **ENCOURAGE INFRASTRUCTURE RE-USE OR REPLACEMENT** - Encourage the re-use of existing infrastructure such as street lighting poles, traffic signals, bus stops or



buildings (or the upgrading of existing poles to MFPs) in preference to having a range of telecommunication service providers seeking to deploy additional MFPs in the public domain (see hierarchy below).

- **BETTER PLACEMENT** – If new locations are needed, assist councils to carefully consider where MFPs are best placed in the public domain to balance a range of functionality, amenity, safety, site condition and planning requirements. MFPs can be large and complex structures with many interdependencies and hence, require careful planning (see Table 2).
- **IMPROVE PROCESS** - Make the process of deploying MFPs, particularly those with telecommunications equipment, simpler, quicker and more cost effective for both councils and telecommunication service providers under a streamlined, consent-based approach. This should include consideration of making a database of available assets public.
- **BETTER PROCUREMENT** - Assist councils to procure and deploy MFPs (or to select a standard range of MFPs meeting their requirements and those of the carriers for deployment by carriers and suitable for the widely differing needs of CBDs, suburbs, industrial precincts and rural communities).
- **ROBUST AGREEMENTS** - Assist councils to confidently negotiate robust General Facilities Access Agreements (GFAAs) with telecommunication service providers that are seeking access to existing poles and other infrastructure or, if needed, to deploy new MFPs.

As per the image below from the New York Times in November 2022, controversy about the deployment of the latest generation of telecommunications infrastructure in the public domain is occurring worldwide. It is clear that there are both good and bad ways to deploy such infrastructure. This Guide advocates strongly for a streamlined, consent-based approach that balances the many planning issues that local government and other landowners need to consider.



'What Are Those Mysterious New Towers Looming Over New York's Sidewalks?'
New York Times, 5 Nov 2022

3) MFP functions, modules and accessories

MFPs consolidate a wide range of analogue and digital devices either internally or attached externally on a single structure that can deliver diverse services for the community. Typical MFP capabilities are summarised in Table 1 below noting that the offerings of leading MFP suppliers vary widely and are quickly evolving.

Table 1: Typical MFP Capabilities

Category	Common MFP Modules and Accessories
Lighting	1) Roadway or footpath lighting
	2) Spotlights / Decorative lighting elements (beacons, rings, stars, catenary lighting etc)
	3) Traffic signals / Pedestrian signals
Security & Public Safety	4) Internal or external CCTV modules
	5) Help points / Warning sirens / Public address systems
Communications	6) WiFi / WLAN modules (internal / external)
	7) 4G/5G small and macro cell equipment and antennas
EV Charging	8) EV charger (internal / external)
Signage	9) Static or electronic signage / displays
	10) External banner holders
Power	11) General Power Outlets
	12) USB charging ports
Smart City	13) Traffic, environmental, climate, noise & other sensors

Not all modules and accessories offered by MFP suppliers are suitable for all locations. CBDs, suburbs, industrial precincts and rural towns each have widely differing needs. The selection of an MFP and accessories to be added to it should therefore be driven by consideration of the context in which it is sited and the key functions it is to deliver now and into the future.

Common functions, modules and accessories used on MFPs and key considerations in selecting and deploying them are summarised in the sections below.

Lighting

- Street lighting, footpath lighting, spotlighting, beacons and a wide variety of decorative lighting may be installed on or in MFPs.
- Street lighting (and the lighting of other public spaces) should generally follow **AS/NZS 1158 (series) Lighting for roads and public spaces** and, where applicable, **AS/NZS 4282 Control of the obtrusive effects of outdoor lighting**.
- Lighting design needs, including the required height and spacing of luminaires, are key considerations that may influence MFP placement.



- LED lights are increasingly able to accommodate smart lighting controls and additional smart city sensors directly on the luminaire.
- Lighting maintenance access must adhere to **ARPANSA requirements** for safe working distances and procedures if telecommunications equipment is also present on the MFP.



Traffic Signals & Pedestrian Signals

- Traffic, pedestrian and bicycle signals may be installed on MFPs.
- Traffic signalling should generally conform to **AS 1742.3 Manual of uniform traffic control devices, Part 3: Traffic control for works on roads** as well as with the **requirements of the State or Territory road authority**.
- Traffic signalling design needs, including their required height and location, are key considerations that will influence MFP placement.
- Traffic signals on large outreach arms are heavy and have a large sail area creating significant stresses on MFPs which require structural engineering evaluation.
- Traffic signalling maintenance access must adhere to **ARPANSA requirements** for safe working distances and procedures if telecommunications equipment is also present on the MFP.

CCTV Cameras

- A wide variety of dome and pan tilt zoom (PTZ) cameras may be installed on or in MFPs.
- CCTV cameras may be used for public safety, monitoring of traffic, monitoring for infringements and/or an increasing array of applications based on grid-edge processing of video imagery.
- CCTV should generally follow **AS 4806 Closed circuit television (CCTV)** and, depending on the application, meet any relevant requirements of the State or Territory road authority and/or security agencies.
- Camera range, height and having clear lines of sight are key considerations that may influence MFP placement.
- CCTV lighting requirements are not covered in street lighting standards and may need separate consideration.
- CCTV maintenance access must adhere to **ARPANSA requirements** for safe working distances and procedures if telecommunications equipment is also present on the MFP.



4G / 5G Small & Macro Cell Equipment Antennas

- An increasing number of MFPs can support 4G and 5G small cell facilities and, in some instances, large models of MFPs can support macro cell equipment and antennas. Some designs house the telecommunications equipment internally (generally with larger diameter base sections) and some have external equipment cabinets.
- A wide variety of standards, guidelines and industry codes govern the deployment of telecommunications equipment by Australian carriers on structures such as MFPs. Of most relevance to local government managing MFPs are:
 - The need for secure and segregated telecommunications cabling and electrical cabling as per AS/NZS S008 and AS/NZS S009;
 - The need for an antenna near or at the top of the MFP which may add additional height to the overall structure, depending on the type of cell;
 - Requirements to limit the potential for exposure to radio frequency (RF) fields set by **ARPANSA in RPS S-1** which include physical isolation where possible, the need for isolation switches where physical isolation is not possible, hazard warning signage and for all persons accessing the pole to be properly trained; and
 - Requirements to follow processes to request power or shutdown of mobile based station equipment during regular maintenance and emergency activities.
- The ideal location for telecommunications equipment in individual LGA's is specific to each mobile network operator and determined through their RF planning and a range of other processes. Suitable locations for small cell may differ widely amongst carriers and may or may not coincide with locations for MFPs that councils have planned for lighting, traffic signals, CCTV, public WiFi and other similar technologies that also have distinct areas of coverage and/or need to be in specific locations.
- The use of concealed antennas within an MFP may have aesthetic benefits but can affect RF transmission distances and RF propagation (i.e., mmWave high frequencies).
- Some MFP suppliers offer designs that can host multiple small cells mounted on the pole, potentially minimising the number of poles needed. Considerations include the height required to accommodate multiple antennas, the physical limitations of space and heat load within the pole and, the cumulative RF emissions.
- As the MFP design approach varies widely amongst suppliers, they are best consulted to understand how telecommunications requirements are managed in their MFPs.

Other Digital Devices & Accessories

- Beyond their potential role in supporting telecommunications infrastructure, MFPs can also be suitable locations for many other types of modern digital devices such as help points, emergency intercoms, public WiFi gateways,



electric vehicle charging stations, dynamic signage and an array of smart city sensors.

- As is the case with lighting, traffic signals, telecommunications and CCTV, the location of some of these other digital devices also requires careful planning (e.g., public WiFi has a defined range, EV charging must be located in proximity to parking). When multiple, location dependent devices are to be installed on one MFP, planning can be a complex task requiring careful attention at the earliest stages of a project.
- Device ownership, data ownership, data storage location and ICT security are all considerations for councils if an MFP is to include one or more digital devices (particularly if the MFP or the devices are to be owned or managed by others).



Help Point



EV Charging



Weather Sensor



Digital Signage



Public WiFi



Charge Points

Other Non-Digital Devices & Accessories

- MFPs can be suitable locations for many other types of non-digital devices and accessories such as general power outlets (often used for events and festive lighting), static signage and banners.
- Maintenance access must adhere to **ARPANSA requirements** for safe working distances and procedures if telecommunications equipment is also present on the MFP. This requires particularly careful planning for accessories like banners which may be changed frequently.



Banners



Signage



Power Outlets



4) Drivers of Small Cell Deployments by MNOs, MNIPs and Neutral Hosts

Small cells are being deployed more widely in cellular networks for several reasons, and they play a crucial role in enhancing the overall performance and capacity of mobile networks to meet growing customer expectations. Some of their benefits are:

- **Increased Capacity:** Small cells help increase network capacity by offloading traffic from macrocells (larger footprint sites). As data demands grow, small cells can be strategically placed in high-traffic areas to supplement the capacity provided by macrocells.
- **Improved Coverage:** Small cells can enhance coverage in areas with poor signal strength or coverage gaps, such as indoor environments and urban canyons.
- **Improved User Experience:** The combination of reduced coverage gaps and additional capacity delivered by small cells operating in conjunction with macrocells can result in better overall customer experience; such as reduced congestion, deeper coverage, higher data rates and greater resilience and reliability.
- **Support for 5G Evolution:** While macro facilities will deliver the bulk of 5G connectivity, 5G also introduces the use of higher frequency spectrum bands (often referred to as millimetre-wave) which have very high capacity but short range. Small cells can only provide service to a small number of users at a given point but may be a useful supplement as 5G is more widely taken up.
- **New Estate Deployments:** New residential or commercial areas which may not have adequate existing coverage or capacity in some locations, could look to small cells to supplement macro facilities.

While small cells can be deployed individually, due to their limited range and height they are often planned and deployed as a cluster, where multiple sites with adjacent coverage provide a network 'mesh' which can deliver the service benefits outlined above. Consequently, small cell placements are interdependent and must be planned and deployed accordingly to achieve their optimum effect.

5) Key council/landowner considerations in siting MFPs

One of the key objectives of this guide is to encourage the re-use of existing infrastructure (or upgrade of existing infrastructure to MFPs in the same location as an existing pole). While in some instances, this may still require development consent, it is generally preferable to re-use existing infrastructure and sites compared to having a range of telecommunication service providers seeking to deploy additional poles / MFPs in the public domain. Councils can greatly assist this by:

- Identifying available existing locations for telecommunications equipment; and
- Streamlining the approvals process (with a standardised GFAA) as outlined in this Guide.

Where the re-use or upgrading of existing infrastructure is not practical, councils wishing to facilitate good MFP deployment practice should publish all siting, technical



standards, codes and product requirements for any new MFPs. This documentation should include, where possible, minimum clearances from above and below-ground infrastructure and hazards, site usage considerations, site condition considerations, location-dependencies of any other equipment and MFP sizing and appearance considerations if applicable (see Table 2 below). However, as noted by capital cities, determining safe clearance distances cannot always be codified and is often location dependent. Determining safe clearance distances may also involve consultation with other stakeholders including emergency services and utilities.

Table 2: Considerations in Siting & Selecting MFPs

Category	Examples of Typical Criteria Considered
1. Safety, Access & Other Clearances	- Safe clearances from existing or planned above-ground infrastructure (including facilitating emergency access where applicable): - Kerbs/drop kerbs, access ramps, pedestrian crossings and other traffic features (noting that MFPs are not frangible poles so additional safety clearances may be needed) - Fire hydrants, post boxes, telecommunications / electrical cabinets, public waste / recycling bins - Trees & tree canopies - Overhead power lines - Building entrances, awnings and signage - Driveways - Bus, tram, taxi stops - Street furniture - Poles/bollards - Habitable room windows (bedrooms) - Safe clearances from existing or planned below-ground infrastructure (in conjunction with structural engineering calculations of footing dimensions of proposed new MFP): - Pipes / drains / conduits / cabling - Service pits - Tree roots - Footings of other infrastructure
2. Site Usage	- Normal and special event site usage (including access and egress routes in an emergency) - Pedestrian flows, bicycle lanes and shared paths - Traffic conditions and special usage conditions (e.g. parking spaces, disabled parking spaces, loading zones, turning circles) - Co-location / non-interference with traffic control / signals / signage - Planned future site use changes
3. Site Conditions	- Lines of sight for drivers (particularly near intersections) - Heritage / environmental designations - Soil contamination (industrial and former industrial areas) - Access to / room for additional power and communications ducts (including whether there is remaining unallocated space) - Locations that are prone to flooding / bushfires



4. Location-Dependent Equipment	• Location of existing and planned lighting / CCTV / WiFi / sensors / signage and required coverage and lines of sight • Maintenance (including emergency maintenance) to location-dependent equipment
5. Technical Standards, Sizing & Aesthetics	• Technical standards and codes • Height, diameter, protrusions • Design, finish, colour (including consideration of any standard MFP types approved by the council or landowner) • Fit with associated streetscape and street furniture

6) Key Planning Considerations to Support Telecommunications Deployments in New Communities

The most efficient and appropriate time to plan for mobile telecommunications infrastructure is during the master planning process for new communities when land is set aside for a range of community uses. This is best done as a collaborative effort between the developer, government bodies, and telecommunication providers to ensure seamless implementation of mobile phone networks.

Under new Commonwealth Government policy regarding the provision of telecommunications infrastructure in new developments (TIND), all new housing developments of 50 house lots or more should include consideration of mobile coverage during planning processes and place expectations on developers to actively consider mobile infrastructure. As a starting point, local governments and developers should refer to relevant state and territory government guidelines for mobile infrastructure as well as their own technical manuals, design guidelines and master plans.

When planning for new developments or redeveloping precincts, key planning considerations to ensure robust mobile phone infrastructure are as follows:

1. Planning requirements:

- In consultation with telecommunications providers, identify suitable locations for macro cell towers and small cell base stations on MFPs or on other structures within new or existing precincts. Consider both the near-term needs of the providers and scalability to accommodate future growth in mobile usage and technology transitions.
- At corners and sharp bends in new developments consider providing larger pole footings able to accommodate the larger bases of MFPs, even when MFPs are not initially being installed. This may be appropriate because emerging telecommunications equipment (e.g., 5G mmWave) is dependent on having a line of sight with the user.
- Each state and territory as well as each landowner (e.g., road authorities, electricity utilities and water authorities) have their own mechanisms, standards, technical specifications and approvals processes that need to be adhered to.

2. Power, Fibre and Backhaul Connectivity:

- Adequate power, fibre-optic and backhaul connections should be available to support high-speed data transmission between mobile sites and the central network, with consideration given to whether separate power, fibre and



associated conduits to MFPs will be needed to support prospective smart city deployments).

3. Infrastructure Sharing:

- Encourage mobile network operators to share infrastructure to reduce duplication and environmental impact.

4. Aesthetics and Camouflage:

- In consultation with telecommunications providers, consider planning and design approaches which respect local heritage values and which disguise macro cell towers and small cells within the environment to minimize visual impact.

5. Resilience and Disaster Preparedness:

- In consultation with telecommunications providers, ensure that planning considers resilience, incorporates redundancy and includes backup power sources for key sites to ensure mobile connectivity during emergencies.

By addressing these considerations, a new community can create a well-planned and adaptable mobile phone infrastructure that meets the needs of residents and businesses while also preparing for future technological advancements. Above all, early-stage collaboration with mobile network operators, regulatory authorities, and the community is crucial for successful implementation.

7) Procurement of MFPs

Council may wish to deploy its own MFPs or to select a standard range of acceptable MFPs for use by third parties so that it can keep a consistent aesthetic across precincts and across its LGA. In either case, any procurement of MFPs will need to comply with council's procurement requirements and procedures.

Given the costs involved in a typical MFP procurement and deployment and, the multi-disciplinary nature of MFPs, councils may benefit from securing independent expert advisory services to develop MFP technical specifications, evaluate tender submissions and provide a range of specialist engineering advice. Councils wishing to procure MFPs should also engage directly and at an early stage in the procurement process with MNOs and MNIPs to understand their deployment and operational considerations and, consider how best to reflect these in specifications and their evaluations.

With regards to the technical portion of a procurement specification for an MFP, Standards Australia has recently made this task easier by publishing a new Technical Specification on Multi-Function Poles, SA TS 5386:2024. Standards Australia's smart cities systems committee, IT-269, developed this technical specification for MFPs with the input of a wide array of stakeholders. A well-vetted technical specification can greatly assist buyers in confidently procuring a product such as an MFP which they may not have previous experience with.



8) Overall MFP structural and design considerations

The asset owner is responsible for developing a brief to inform the MFP manufacturer of key design requirements. The manufacturer is then responsible for developing a detailed design that responds to the brief.

Key elements of the design of the MFP should:

- Allow for the secure installation of equipment on or within the MFP.
- Allow for access to equipment and cabling within the MFP to facilitate maintenance.
- Allow for the secure physical separation of key services and cabling in the MFP including telecommunications, metering, traffic signals and CCTV.
- Allow for the required radio frequency EME exclusion zones around antenna locations.
- Dimensioning should generally follow **AS 1798 Lighting poles and bracket arms - Recommended dimensions** noting that some MFP dimensions can vary from conventional lighting poles, particularly when larger base sections are used for housing telecommunications equipment or are needed to accommodate greater wind or structural loads.
- Whether made of structural steel or aluminium, there are a well-vetted range of Australian Standards covering the structural requirements, metallurgy and surface finishes of poles which MFPs should generally follow to ensure that they have adequate structural rigidity and durability.

9) Detailed specification of MFPs, footings, electrical and communications infrastructure

As noted above, while MFPs can be complex engineering structures, the detailed design responsibility of an MFP primarily rests with the MFP manufacturer. In addition, specialist structural, electrical and communications engineering advice is generally required for aspects of the design and supporting infrastructure.

Aesthetic and design considerations in MFP selection and detailed specification for the above-ground sections include, but are not limited to:

- Height sufficient to support key services (e.g., lighting, traffic signals, signage, telecommunications, CCTV, public WiFi);
- Lower sections of the pole that are designed to be vandal resistant, dissuade the affixing of posters and with external panels or sections that are readily replaceable in the event of accidents;
- The aesthetics of the MFP itself and of the streetscape including with respect to other poles; and
- Where an MFP contains telecommunications equipment the requirements set by ARPANSA must be adhered to.

Design considerations in the detailed specification of below-ground infrastructure to support an MFP include, but are not limited to, the following:

- Footing design needs to consider soil conditions, MFP weight, MFP height, MFP wind loading and existing services below ground level. A structural engineer is needed to design and certify appropriate footings for MFPs which can be complex structures in built-up areas such as CBDs due to the many existing below-ground services.
- Sufficient electrical and telecommunications conduit should be provided to each MFP to support all services and allow space for future expansion of services. Typically, an allowance of at least four conduits should be provided to an MFP with attention given to the physical space available in the MFP, the Wiring Rules for electrical supply, fibre connectivity needs for high bandwidth devices on the MFP (e.g., for HD CCTV, public WiFi and some sensors) and any telecommunications needs.
- Electrical supply to an MFP needs to meet AS/NZS 3000 Electrical installations requirements, local service installation rules and metering requirements of the relevant jurisdictional regulator.
- Individual council installation requirements/standards including, for example, the separation of supply between the street lighting circuit and other services in or on the MFP (in jurisdictions which allow this).
- Where lightning protection is required, AS 1768 – Lightning Protection Systems should be adhered to.

10) Site preparation and installation

Prior to construction, the site must be prepared to comply with all structural requirements identified in the approved footing design. These are typically slightly more complex than for standard street lighting poles, particularly with regards to below-ground conduits, pits and footings due to the increased services coming into the MFP. Key steps include, but are not limited to:

- Pre-start check for existing service locations
- Provision of adequate traffic management
- Excavation and geotechnical inspection of footing hole
- Preparation of footing, including rag bolt and cage assemblies
- Structural engineer certification of footing
- Correct installation of adequate conduits through footing and associated pits

11) Testing, inspection and commissioning

In addition to the requirements generally associated with the installation of dedicated street lighting poles, there may be several more systems to check in an MFP on completion of construction. This may require the involvement of several external parties (e.g., telecommunications carriers, the road authority and a range of third-party equipment providers).

Key steps in testing, inspection and commissioning include, but are not limited to:

- Checking all works are as per approved design
- Checking for correct pole and equipment orientation (telecommunications equipment, lighting, spotlighting, traffic signals, WiFi, CCTV, signage)
- Checking that all footing bolts are installed and tightened to correct torque requirements
- Ensuring all components are attached as per manufacturer's requirements
- Checking 'as built' drawing details
- Provision of an electrical installation Certificate of Compliance for Electrical Work (CCEW)
- Provision of all operation and maintenance manuals

12) Maintenance

As with initial commissioning, MFPs often contain more systems to inspect and maintain than conventional poles and this can involve several external parties (e.g., telecommunications carriers, the road authority and a range of third-party equipment providers).

Key aspects of MFP maintenance include, but are not limited to:

- Daylight visual inspection from ground level, recording and reporting of results to identify architectural and structural defects which require repair and maintenance. An annual service interval is typical.
- Periodic comprehensive architectural and structural inspection (including non-destructive testing and checking that attachments are secure), servicing and recording results (5 years is a typical service interval for poles).
- Emergency maintenance in response to accidents or other causes of sudden failure.
- Maintenance of electrical assets associated with the MFP in accordance AS/NZS 3000 and/or relevant Council or authority standards.
- A mechanism for both parties to maintain current escalation contact details.

In all cases, if telecommunications equipment is present on the MFP, carefully agreed maintenance procedures must be followed by all parties to ensure appropriate safety standards are met with respect to EME.

13) Challenges in Historic Small Cell Deployments

The substantial majority of small cell deployments proceed smoothly. However, the wide range of issues that must be considered in a successful small cell deployment have sometimes given rise to conflicts between councils and telcos which are challenging to resolve.

For example, telcos cite that difficulty in getting timely feedback or approval from councils, uncertainty of outcomes, high costs and getting approval for site designs (such as heights and locations) that are optimal for their networks as major challenges. Councils must balance the competing needs of (often multiple) telcos as well as other MFP users with overall town planning objectives, community concerns and desire to manage small cell proliferation.

These differing perspectives and objectives highlight that successful small cell deployment is complex but as a growth area needs an improved engagement model between telcos and councils. Early engagement by councils with telecommunications providers and adherence to the suggested process and timeframes in Part B could substantially address most concerns raised by all parties.

PART B

14) Negotiating a General Facilities Access Agreement

Negotiating a General Facilities Access Agreement (GFAA) can be complex if starting from scratch. However, this Guide and the accompanying model GFAA (see Appendix) are designed to make this much simpler by providing a robust template to follow that has been built based on the experience of capital cities.

While this Guide and the accompanying model GFAA are focused on the deployment of telecommunications infrastructure by carriers (e.g., MNOs), it is noted that most of the content is also readily applicable to other 3rd party occupants (e.g., MNIPs and neutral hosts) seeking access to council poles and other similar assets.

As noted in the Guide, the GFAA in this section was developed with the direct input of capital cities based on their many years of negotiating and progressively developing their FAAs.

As outlined in Section 4, small cells are often planned as a cluster, with mobile network designers considering site height, positioning and spacing required to optimise network outcomes. Site designs are therefore interdependent which requires planners and landowners to consider holistically the small cell deployment requirements for any given area. For example, the inability to deploy one site in a cluster as planned may have a flow-on effect on the design of adjacent sites. Facilities access agreements and associated process steps must be designed with this in mind.

Key steps in negotiating an GFAA include the following:

1. **Adopting a template GFAA** including a strategy for negotiating fees and charges (see Appendix).
2. **Establishing consistent application and evaluation documentation** with the application covering, at a minimum, the following items (for more detail see Appendix):
 - Details of applicant
 - Exact location, including photographs and GPS coordinates, and Council asset identification number (if re-using or proposing to replace an existing asset) and a dilapidation report highlighting any defects present prior to installation works (if re-using an existing asset)
 - Carrier equipment details
 - Description of how carrier's equipment will be attached or installed (if a new poles)
 - Identify any power and communications requirements for carrier's equipment
 - Loading Report
 - Environmental Impact Assessment Report
 - Environmental EME Report
 - Details of Make Ready Work associated
 - Proposed construction period
 - Contact details for carrier's senior management responsible for the submission
3. **Adopting a clear timeline for applications.** ALGA and CCCLM recommends that all councils adopt a reasonable, streamlined and publicly accessible timeline for managing third-party access applications. For straightforward and complete applications involving the placement of, for example, a small cell on an existing pole, a maximum of 20 business days processing is the recommended target. For more complex applications involving, for example, the

placement of a new MFP in a new location in a high-profile precinct, suggested steps and the maximum timeframe for any individual step is shown in Table 3 below. A maximum of 90 business days processing is the recommended target for more complex applications provided that those applications are complete at the time of submission.

Table 3: Suggested Timeline for Processing Complex Applications

STEP	TIMEFRAME	WHO LEADS
1) Prepare Installation Application	Undefined	Carrier
2) Evaluate, seek clarifications and provide determination in response to Installation Application	20 days from receipt of all requested info	Council
3) Draft and issue License conditions	20 days	Council
4) Review License conditions and return signed documentation	Undefined but lapses after 12 months from licence signed by both parties	Carrier
5) Execute License and return to telco	20 days	Council
6) Submit Notice to Install including work instructions, traffic management plan etc.	Undefined	Carrier
7) Review Notice to Install and advise telco of works approval (or of more info / changes being required)	20 days	Council
8) Complete installation	As per Notice to Install	Carrier
9) Submit 'As-Built' drawings and request council or independent inspection as required by council	On completion of construction	Carrier
10) Complete inspection and notify of any defects (or review independent inspection depending on council requirements)	20 days	Council
11) Rectification of defects	As per Rectification Notice	Carrier
12) Store all documentation and notify of acceptance	20 days	Council

4. **Customising GFAA as needed** in response to council-specific requirements and the particular circumstances of each application / proposal.

In parallel, councils should consider taking the following steps:

5. **Consider cataloguing and making council asset information available** to carriers to assist in the ready identification of assets that may be suitable for re-use (and made available subject to verification by the carrier).

6. **Consider Ownership Model to be Used** with some of the main options summarised in the table below (but note that there are many variants):

Table 4: MFP Ownership Options

OWNERSHIP OPTIONS	BENEFITS	RISKS
Council-Owned MFPs	• Full control of its own assets • All revenue flows to council	• Council has to negotiate with multiple carriers and manage installations • Potentially complex legal and regulatory issues in negotiations (substantially mitigated by model GFAA attached) • Expensive to manage and requires specialist skills
Third Party Ownership A Mobile Network Operator (MNO) or Mobile Network Infrastructure Provider (MNIP) or a Neutral Host acting with the agreement of council that owns and manages telecommunications infrastructure, such as MFPs, and either operates the infrastructure itself or leases that infrastructure to carriers on a sole or shared-tenancy basis	• If not an MNO, onus rests on third party to negotiate with carriers and manage installations (to council requirements) • Capital cost savings for council •	• Dependency on third party • Potentially complex legal and regulatory issues in establishment • Limited council control over assets once agreement is signed (other than via mechanisms in the contract)

7. **Consider Fees and Charges** for application processing as well as annual fees for use of conduit, use of cabinet space and for pole / MFP occupation (which may vary by location). As a general principle, councils aim to recover all direct and indirect costs and may charge fees for a range of services under relevant legislation. Councils may also seek a commercial return on activities of a commercial nature.
8. **Consider council's position on co-location** which refers to the placement of more than one telecommunication carrier's equipment on the same pole. While co-location can reduce the number of poles used, the height of poles with multiple antennas could, as a consequence, be higher.
9. **Consider standardising a range or ranges of acceptable MFPs.** Council may wish to select a standard range of acceptable MFPs for use by both council and by third parties so that it can keep a consistent aesthetic across different precinct types (e.g., CBD, suburban, peri-urban, industrial, regional/rural). See Section 5 on Procuring MFPs.

10. Consider what changes may be required to council's insurance and risk management approach when there are different parties owning devices on council-owned poles.



15) APPENDIX – Model General Facilities Access Agreement

The attached model General Facilities Access Agreement (GFAA) has been prepared as a template that councils and other landowners can readily use to negotiate with carriers (MNOs). It can also be readily adapted for use with MNIPs and neutral hosts.

DISCLAIMER FOR THE DRAFT GENERAL FACILITIES ACCESS AGREEMENT

1. This document is a draft General Facilities Access Agreement (**GFAA**) provided as a template for negotiation purposes only. It is not intended to be a binding agreement.
2. The GFAA has been prepared to facilitate more streamlined deployment of Multi-Function Poles (**MFPs**) to support the rollout of 5G networks. However, it is a model document that requires review and negotiation between the parties involved. Independent legal advice should be obtained before entering into any agreement based on the GFAA.
3. ALGA and CCCLM expressly disclaim any and all liability for reliance upon the GFAA or any agreement based on the GFAA without proper legal review and negotiation between the parties. This includes, but is not limited to, any claims, damages, losses, liabilities, costs, or expenses arising from or in connection with the use of the GFAA or any information contained therein.
4. To the extent permitted by law, ALGA and CCCLM exclude all conditions, warranties, and representations, whether express or implied, in relation to the GFAA.

Context

Concerned with the lack of guidance for local government on MFPs ALGA developed this Guide and GFAA in an effort to try to provide a consistent framework that could facilitate more streamlined deployment of MFPs to support the roll out of 5G. ALGA secured the support of the Council of Capital City Lord Mayors and capital cities for this effort. ALGA acknowledges that this GFAA is not endorsed by any other parties and is providing it to councils to help further streamlined deployment of 5G by its members.

A Facilities Access Agreement (**FAA**) is a bilateral commercial contract between an access provider (typically a landowner or a facilities operator acting on behalf of a landowner) and an access seeker (typically a Mobile Network Operator in this context). It is designed to facilitate the deployment of communications infrastructure on the access provider's assets. Generally, there is one FAA between an access provider and an access seeker covering a range of assets and a range of proposed or possible communications infrastructure.

The term **GFAA** is used to refer to an FAA that would be an open offer by access providers. In this draft GFAA, it is proposed that, where there is not an existing agreement in place, the GFAA covers:

- existing assets;
- the replacement of existing assets to make them capable of supporting new or upgraded telecommunications infrastructure (or to provision for future upgrades); and

- where there are no suitable existing facilities or locations that can be re-used with the replacement of existing assets, the deployment of new MFPs to support telecommunications infrastructure (which may also require a Development Approval process).

Australian capital cities have significant experience with FAAs, having successfully negotiated them with all major mobile operators and refined them over more than two decades. Their experience has substantially contributed to this proposed draft GFAA and their contributions are gratefully acknowledged.

*This document is intended as a general guide only based on best practice.
Independent legal advice should be sought before entering into any agreement.*

[Draft] General Facilities Access Agreement

between

[Insert Council or Landholder Name]

and

[Insert Mobile Operator Name]

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THIS GENERAL FACILITIES ACCESS AGREEMENT is made on **[Insert Date]**

between **[Insert Landholder]** ABN **[Insert ABN]** of **[Insert address]** (the **Council** (or other Landholder as applicable and change subsequent council references)); and

and **[Insert Carrier]** ABN **[Insert ABN]** of **[Insert address]** (**Carrier**)

BACKGROUND

- A The Council owns Council Property which is located in its local government area.
- B The Carrier wishes to install and operate the Carrier's Equipment on Council Property.
- C This Agreement sets out the terms on which the Carrier may apply for Access Licences to install, operate and maintain the Carrier's Equipment on Council Property for the Permitted Use and the terms on which each Access Licence will be granted.
- D The Carrier and the Council have agreed to use this Agreement in circumstances where the Carrier has elected to enter into a commercial arrangement with the Council to access and use Council Property for the purposes of installing and operating the Carrier's small cell telecommunications equipment only.
- E It is the intention of the Parties that the operation of this Agreement is limited to the Carrier's mobile telecommunications network only and does not have any operation in respect of the Carrier's fixed line telecommunications network or any other products, services or networks operated or offered by the Carrier.

THE PARTIES AGREE AS FOLLOWS:

1 INTERPRETATION

1.1 Definitions

The following definitions apply in this Agreement:

Access Application means an application for an Access Licence to install the Carrier's Equipment on Council Property made by the Carrier in accordance with clause 6;

Access Licence means a licence granted by the Council to the Carrier under clause 8.1, in the form attached at [Schedule 2](#), permitting the Carrier to install the Carrier's Equipment on Council Property as approved by the Council following the Carrier submitting an Access Application and including any Special Conditions and which is otherwise subject to the terms of this Agreement, as amended from time to time by written agreement of the Parties;

Access Licence Commencement Date means, in respect of the Carrier's Equipment on a Council Property, the date set out in Item 7 of an Access Licence;

Access Licence Term means, in respect of the Carrier's Equipment on a Council Property, the period set out in Item 8 of an Access Licence;

Access Licence Renewal Term means, in respect of the Carrier's Equipment on a Council Property, the renewal period set out in Item 9 of an Access Licence;

Agreement means this agreement and its schedules;

Agreement Commencement Date means the date set out in Item 2 of [Schedule 1](#);

API means the Australian Property Institute Inc;

Application Fee means the fee payable by the Carrier in respect of an Access Application under clause 6.1, to be determined by the Council at its sole discretion;

Approvals has the meaning in clause 9.1(a);

As Built Drawings means engineering drawings (in DWG or PDF format) which show the completed installation of the Carrier's Equipment on the relevant Council Property;

Assessment Notice has the meaning given in clause 23.3(a);

Best Industry Practice means generally accepted telecommunications industry standards applicable to the Work and work practices and procedures as would be used by experienced persons installing, maintaining and operating telecommunications networks, as the case may be, in Australia;

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in the capital city of the State or Territory in which the relevant Council Property is located;

Carrier has the meaning given to it in the Telecommunications Act;

Carrier's Equipment means the small cell telecommunications facilities equipment that the Carrier is permitted to install on the Council Property under this Agreement for the purposes of providing telecommunications networks and telecommunications services;

Claim means, in relation to a person, any claim, cause of action, legal proceeding, liability, suit or legal demand made against the person concerned;

Confidential Information means:

- (a) information which is the property of either Party or its Related Bodies Corporate;
- (b) information about a Party or its Personnel or Related Bodies Corporate which is by its nature confidential or commercially sensitive, including information about its business, facilities, property or affairs;
- (c) information which is designated, marked or stipulated as confidential or privileged; and
- (d) design drawings and other information relating to Council Property;

Consequential Loss means:

- (a) any loss suffered by a Party that cannot reasonably be considered to arise naturally from the events giving rise to the loss;
- (b) any loss of income, loss of revenue, loss of profit, loss of financial opportunity, loss of business, loss of contract, loss of use, loss of goodwill, loss of production and any other economic loss (whether the loss is direct or indirect);
- (c) any direct or indirect financing costs or increase in operating costs; or
- (d) any loss or other amounts that are special, indirect, punitive, exemplary or consequential,

sustained or incurred by any person, but does not include:

- (e) any loss or damage which may reasonably be considered to arise naturally from the events giving rise to the loss;
- (f) loss or damage arising from personal injury or death; or
- (g) loss or damage arising from property damage;

Construction Project has the same meaning as section 292 of the *Work Health and Safety Regulations 2011* (Cth);

Contractor means any entity engaged by the Carrier to perform any part of the Works;

Council Infrastructure means MFPs, other poles owned by Council or other infrastructure as agreed by Council (at its absolute discretion) from time to time;

Council Land means land owned, managed or under the care and control of Council that contains Council Infrastructure;

Council Property means the Council Land or Council Infrastructure on or in which the Carrier wishes to install the Carrier's Equipment;

Council Property Data has the meaning given in clause 5(c);

Corporations Act means the *Corporations Act 2001* (Cth);

CPI means the consumer price index published by the Australian Government Statistician under the heading All Groups, Australia;

Defect means any failure of:

- (a) the Carrier's Equipment;
- (b) the attachment of the Carrier's Equipment; or
- (c) the Works,

to comply with the requirements of this Agreement (including any failure to comply with the applicable Design);

Design means a design for the proposed attachment or installation of the Carrier's Equipment as further described in clause 6.5;

Dispute means a claim, dispute or difference between the parties that arises out of, relates to or is in connection with this Agreement or an Access Licence.

Electronic Signature means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this Agreement by electronic or mechanical means, and **Electronically Signed** has a corresponding meaning;

Emergency means the occurrence, threat or potential of:

- (a) imminent danger to human life or physical injury;
- (b) imminent or continuing damage to or destruction of property (including a Council Property or the Carrier's Equipment); or
- (c) any other similar situation that requires urgent action to be taken to prevent or minimise significant harm, loss, or interference with a Party's networks or services;

Environment means the physical factors of the surroundings of humans and other life forms, including the land, soil, plants, habitat, waters, atmosphere, climate, sounds, odours, tastes, biodiversity and the social and aesthetic values of landscape;

Environmental EME Report means a summary of projected radiofrequency electromagnetic energy levels around the Council Property on which it is proposed that the Carrier's Equipment be located, calculated in accordance with the methodology developed by the Australian Radiation Protection and Nuclear Safety Agency from time to time;

Environmental Impact Assessment Report means an environmental impact assessment report relating to the proposed location of the Carrier's Equipment on Council Property, as further described in clause 6.7;

Equipment Move has the meaning in clause 19.1(k);

Existing Site has the meaning in clause 6.10(a) and specified in Item 8 of [Schedule 1](#);

Facility means the area to be licenced by the Carrier under the relevant Access Licence;

Final Completion Notice has the meaning given in clause 13.3(b);

Force Majeure Event means any event or circumstances beyond the reasonable contemplation or control of a Party (other than lack of or unavailability of funds) including, without limitation:

- (a) an act of God or the public enemy, a national emergency, natural disaster, insurrection, riot, hostile or warlike action in peace or war; or
- (b) a strike, lockout, stoppage or other industrial dispute (other than where such action or inaction is specific to the employees of the Party only);

Government Authority means any governmental, semi-governmental, administrative or judicial body, department, commission, authority, tribunal or agency whether domestic, foreign or international and includes Australian Media and Communication Authority (**ACMA**) and the Australian Radiation Protection and Nuclear Safety Agency (**ARPANSA**);

GST Act has the meaning given in clause 32(c)(i);

Incomplete Access Application has the meaning given in clause 6.8(b);

Initial Completion Notice has the meaning given in clause 13.1;

Initial Term means the period set out in Item 3 of [Schedule 1](#), unless this Agreement is terminated earlier in accordance with clause 28.2;

Insolvency Event means, in respect of a person:

- (a) an administrator being appointed to the person;

- (b) a controller (as defined in the Corporations Act) (**Controller**) or analogous person being appointed to the person or any of the person's property;
- (c) an application being made to a court for an order to appoint a Controller, provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property; or
- (d) an appointment of the kind referred to in subparagraph (b) being made (whether or not following a resolution or application);
- (e) the holder of a Security Interest (as defined in the *Personal Property Securities Act 2009* (Cth) (**PPSA**)) (Security Interest) or any agent on its behalf, appointing a Controller or taking possession of any of the person's property (including seizing the person's property within the meaning of section 123 of the PPSA) or otherwise enforcing or exercising any rights under the Security Interest or Chapter 4 of the PPSA;
- (f) the person being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;
- (g) an application being made to a court for an order for its winding up;
- (h) an order being made, or the person passing a resolution, for its winding up;
- (i) the person:
 - (i) suspending payment of its debts, ceasing (or threatening to cease) to carry on all or a material part of its business, stating that it is unable to pay its debts or being or becoming otherwise insolvent; or
 - (ii) being unable to pay its debts or otherwise insolvent;
- (j) the person taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors;
- (k) a court or other authority enforcing any judgment or order against the person for the payment of money or the recovery of any property; or
- (l) any analogous event under the laws of any applicable jurisdiction,

unless this takes place as part of a solvent reconstruction, amalgamation, merger or consolidation that has been either:

- (a) approved by the Council; or
- (b) while the Carrier Corporate Limited or its Related Body Corporate is a party to this Agreement, notified to the Council;

Intellectual Property means all present and future rights conferred by law in or in relation to any copyright, trade-marks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields;

Land bank has the meaning set out in clause 31(b);

Laws means any:

- (a) declaration, decree, directive, legislative enactment, order, ordinance, regulation, by-law, subordinate legislation, rule or other binding restriction of or by any Government Authority;
- (b) Commonwealth, State, Territory or local government legislation, including regulations, determinations, by-laws, declarations, ministerial directions and other subordinate legislation;
- (c) common law and equity;
- (d) mandatory code, standard or guideline; and
- (e) writ, order, injunction or judgment;

including (but not limited to) all planning and environmental regulations, building regulations, WHS Laws, relevant codes of practice, and relevant orders of any regulatory authority;

Licence Fee means the annual fee payable by the Carrier in respect of an Access Licence granted to the Carrier under clause 6.8, as adjusted in accordance with clause 23;

Loading Report means a structural loading report for an item of Council Property which has been prepared to address the proposed attachment or installation of the Carrier's Equipment to that Council Property, as further described in clause 6.6;

Local Government Act means the relevant act providing and governing the system of local government for the State or Territory in which the relevant Council Property is located;

Loss includes any loss, damage, liability or obligation, cost or expense;

Make Ready Work means any work requested by the Carrier or the Council to be undertaken at the cost of the Carrier on the Council Property in order to allow the Carrier's Equipment to be in compliance with the Rules and Standards;

MFP means a multi-function pole;

Modified Work Practices has the meaning given in clause 12.6(a);

Party means the Council or the Carrier, as appropriate;

Permitted Use means, in respect of an agreed Council Property, the attachment or installation, operation, testing, maintenance, repair, replacement, upgrading and removal of the Carrier's Equipment on or in connection with a Council Property, for the purpose of operating telecommunications networks and telecommunications services consistent with the evolving nature of telecommunications services;

Personnel means any director, officer, employee, secondee, agent, contractor (including, in the case of the Carrier, a Contractor), adviser or representative of a Party;

Power Down has the meaning in clause 19.1(j);

President has the meaning given in clause 34.6;

Qualified Persons means, in respect of the Carrier Personnel (or Personnel of a Contractor) conducting Works, persons who hold the necessary qualifications and have undertaken any training prescribed or reasonably required to competently and safely to carry out the Works in accordance with all applicable Laws;

Rejection Notice has the meaning given in clause 13.2(a);

Rent Review Rejection Notice has the meaning given in clause 23.3(b);

Related Body Corporate means a related body corporate of the Carrier as that term is defined under the Corporations Act;

Renewal Term means the renewal period set out in Item 4 of [Schedule 1](#);

Rules and Standards means the rules and standards applicable to the Permitted Use and includes:

- (a) codes and standards relevant to the Carrier's Equipment and performance of the Works which are legally binding, including the Telecommunications Laws and Standards;
- (b) applicable Council standards and guidelines available on the Council's website;

- (c) binding Australian standards relevant to the Carrier's Equipment and performance of the Works;
- (d) applicable codes and standards published by relevant Government Authorities; and
- (e) any other codes, procedures or standards as may be agreed between the Parties from time to time,

as modified, updated and replaced from time to time;

Second Rejection Notice has the meaning given in clause 13.2(a);

Security means a cash bond in the form of a bank cheque, a bank guarantee or documentary performance bond for the amount specified in Item 8 of [Schedule 1](#) which must:

- (a) be denominated in Australian dollars;
- (b) be an unconditional undertaking;
- (c) be signed and issued by a bank licensed to carry on business in Australia, an Australian Prudential Regulation Authority (**APRA**) regulated authorised deposit taking institution or an insurer authorised by APRA to conduct new or renewal insurance business in Australia having at all times an investment grade security rating from an industry recognised rating agency of at least:
 - (i) BBB + (Standard & Poors and Fitch);
 - (ii) Baa 1 (Moody's); or
 - (iii) Bbb (Bests);
- (d) be issued on behalf of the Carrier;
- (e) have no expiry or end date;
- (f) state the beneficiary as the Council;
- (g) be irrevocable;
- (h) state the purpose of the security as required in accordance with this document; and
- (i) be on such other terms approved by the Council;

Sensitive Area means a Site or a Council Property where a requirement or an access regime for the Site or the Council Property is imposed on the Council by a third-party outside of the Council's control, or where special environmental conditions apply;

Site means a site at which Council Property exists;

Site Inspection has the meaning given to it in clause 4(a);

Special Conditions means any special requirements that the Council requires in relation to the installation of the Carrier's Equipment at a particular Council Property or its operation e.g. where the Council Property is located in a Sensitive Area. The Special Conditions applicable to a Council Property will be stated in the Access Licence for that Council Property;

Standard Design means a Design prepared in accordance with clause 6.5 accurately depicting (to the Council's satisfaction) the Volumetric Space except that the Standard Design is generic in nature, rather than applying to a particular Council Property and as updated from time to time in accordance with clauses 15(c) to 15(e). Examples of Standard Designs appropriate for different location types as at the date of this Agreement are set out in [Schedule 5](#);

Standard MFP Range means the range of preferred MFPs approved by Council for use from time to time.

Telecommunications Act means the *Telecommunications Act 1997* (Cth);

Telecommunications Laws and Standards means the Telecommunications Act and all:

- (a) codes or standards registered under Part 6 of the Telecommunications Act;
- (b) codes and determinations made by the Minister or the Australian Communications and Media Authority under the Telecommunications Act;
- (c) regulations, subordinate legislation or determinations made under the Telecommunications Act; and
- (d) other laws, codes, standards or regulations relating to the installation, operation or maintenance of telecommunications equipment and facilities applicable to the Carrier's Equipment;

Term means the Initial Term and any extension of this Agreement in accordance with clause 2, unless terminated earlier in accordance with the terms of this Agreement;

Unauthorised Equipment Fee means the amount (if any) specified in item 5 of the Annexure A to the Access Licence which the Parties agree represents a reasonable pre-estimate of the loss likely to be incurred by the Council in relation to any Carrier Equipment not removed by the Carrier in accordance with the provisions of this Agreement;

Valuer means a current member of the API who:

- (a) is a full member of the API and has at least 5 years' experience of valuing premises of a like nature in the same market; and
- (b) at the time of appointment is both experienced and actively engaged in valuing like premises.

Volumetric Space means the volumetric space on a Council Property allocated to the Carrier for the Permitted Use which will not exceed the volumetric space required for the item of the Carrier's Equipment for the Council Property;

WHS Law means any applicable statutes, proclamations, ordinances, regulations, orders, by-laws, mandatory codes of conduct and mandatory industry codes, or orders in relation to work health and safety in force from time to time and applicable to a Party to this Agreement, whether Commonwealth, State, Territorial or local;

Wiring Rules means the AS/NZS 3000 Electrical Installations as amended or replaced from time to time; and

Work means all works carried out by or on behalf of the Carrier relating to the Permitted Use.

1.2 Rules for interpreting this Agreement

- (a) Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this Agreement, except where the context makes it clear that a rule is not intended to apply.
- (b) A reference to:
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this Agreement) or agreement, or a provision of a document (including this Agreement) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a Party to this Agreement or to any other document or agreement includes a permitted substitute or a permitted assign of that Party;

- (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
- (v) anything (including a right, obligation or concept) includes each part of it.
- (c) A singular word includes the plural, and vice versa.
- (d) A word which suggests one gender includes the other genders.
- (e) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (f) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (g) A reference to including means “including, without limitation”.
- (h) A reference to dollars or \$ is to an amount in Australian currency.
- (i) Words defined in the GST Act have the same meaning in clauses about GST.
- (j) This Agreement is not to be interpreted against the interests of a Party merely because that Party proposed this Agreement or some provision in it or because that Party relies on a provision of this Agreement to protect itself.

2 TERM

- (a) This Agreement commences on the Agreement Commencement Date and continues for the Initial Term.
- (b) This Agreement will be renewed automatically for the Renewal Term subject to clause 2(c) and the following:
 - (i) Either party may, by written notice provided to the other party at least 3 months prior to the end of the Initial Term, elect not to renew this Agreement for the Renewal Term, in which case this Agreement will terminate at the end of the Initial Term (unless earlier terminated); and
 - (ii) if this Agreement is renewed, the renewed agreement will be on the same terms as this Agreement, except that the:
 - (A) Renewal Term will be deleted;
 - (B) term of the renewed agreement will be for a Renewal Term commencing on the date after the expiry of the Initial Term; and
 - (C) The Licence Fee will be adjusted in accordance with 23.3.
- (c) If the Carrier causes an Event of Default during the Initial Term that is not remedied within 10 Business Days following notice of the Event of Default there will be no automatic renewal for the Renewal Term under clause 2(b) and no holding over right will arise under clause 2(h). The Carrier may request a renewal of the Agreement in writing to the Council no later than 3 months prior to the end of the Initial Term. The Council may reject or accept the request at its absolute discretion.
- (d) On expiry or termination of this Agreement and pursuant to clause 28.228.2(b) each Access Licence will continue, and the terms of this Agreement will continue to apply to each executed Access Licence, until the earlier of expiry of its Access Licence Term or the termination of the Access Licence.
- (e) Each relevant Access Licence will commence on the Access Licence Commencement Date and, subject to the rights of termination of the Access Licence

as provided for in this Agreement, each Access Licence will exist for its intended Access Licence Term.

- (f) Each Licence will be renewed automatically for its Access Licence Renewal Term, subject to the following:
 - (i) Either party may provide the other party with notice prior to the end of the Access Licence Term if it does not want the Access Licence to be renewed for the Access Licence Renewal Term, in which case, the Access Licence will terminate at the end of that current Access Licence Term (unless earlier terminated):
 - (ii) if the Access Licence is renewed, it will be renewed on the same terms, except that:
 - (A) Access Licence Renewal Term will be deleted;
 - (B) term of the renewed licence will be for an Access Licence Renewal Term commencing on the date after the expiry date of the Access Licence Term; and
 - (C) the licence fee will be equal to the Licence Fee for the last year of the Access Licence adjusted in accordance with clause 23.
- (g) If:
 - (i) the Agreement has been terminated under clause 28.2(a); or
 - (ii) the Council is entitled to terminate an Access Licence during the Initial Term pursuant to clause 28.4;
 - (iii) there will be no automatic renewal for the Access Licence Renewal Term under clause 2(f) and no holding over right will arise under clause 2(h). The Carrier may request a renewal of the Access Licence in writing to the Council no later than 3 months prior to the end of the Initial Term. The Council may reject or accept such request at its absolute discretion.
- (h) Access Licences cannot be held over following the expiry of the Access Licence Term or any Access Licence Renewal Term (as the case may be).

3 RULES AND STANDARDS

In the event of any inconsistency between the terms of this Agreement and the Rules and Standards, the terms of this Agreement prevail.

4 SITE INSPECTION

- (a) The Carrier must comply with any reasonable instruction or direction given by the Council in relation to an inspection of a Site or Council Property (**Site Inspection**).
- (b) No approval needs to be obtained from the Council for any Site Inspection where the inspection only comprises observation of the Council Property, photography and note taking which are conducted from ground level by Personnel located on public land.
- (c) Where the Carrier proposes to conduct a Site Inspection that could impact any equipment already installed on the Council Property or the Council's operations, the Carrier must provide the Council with a request which sets out:
 - (i) a statement specifying that the request is a notice under clause 4(c) of this Agreement;
 - (ii) the particular Council Property that the Carrier proposes to inspect;

- (iii) the nature of any technical or other processes which the Carrier proposes to undertake (for example, surveys or other measurements);
 - (iv) the time and date on which the Carrier would like to inspect the Council Property, which must be at least 10 Business Days from the date on which the Council will receive the Carrier's request;
 - (v) the Carrier acknowledges that access is only permitted during Business Hours or during hours approved by the relevant road authority except in the case of an Emergency. If the proposed times and days are not acceptable to the Council, then the Council will notify the Carrier of alternative times and days for such access; and
 - (vi) the name and professional details of Carrier's personnel who require the access.
- (d) Within 10 Business Days of its receipt of a Site Inspection request, the Council must advise the Carrier whether it rejects or approves the Carrier's request.

5 ACCESS TO INFORMATION

- (a) Council will, on request, provide information to the Carrier on Council Infrastructure on the basis that:
 - (i) Council will, in the information provided, identify Council Infrastructure which are forecast in the coming year to be removed or altered in such a manner as to render them unsuitable for hosting Carrier Equipment;
 - (ii) Council does not guarantee that the provided information includes all potential Council Infrastructure that may be suitable for hosting Carrier Equipment;
 - (iii) Council does not guarantee the suitability of any individual Council Infrastructure for hosting Carrier Equipment as per clauses 20.3; and
 - (iv) The Carrier bears sole responsibility for requesting further information under clause 5(a), conducting further inquiries and conducting Site Inspections to determine the suitability of any specific Council Infrastructure for hosting Carrier Equipment.
- (b) The Carrier shall provide, on an annual best-efforts basis, an indicative, non-binding, and confidential updated forecast of future network infrastructure changes in the local government area.
- (c) Subject to any privacy Law and the Council's confidentiality obligations, the Carrier may, acting reasonably, request information from the Council regarding any Council Property to enable it to complete an Access Application, including its location, any additional access protocols and / or technical requirement(s) required under clause 6.2 (**Council Property Data**).
- (d) Upon receipt of a request, the Council will use reasonable endeavours to provide the Carrier with Council Property Data within 20 Business Days of the request.
- (e) The Carrier must only use the Council Property Data, and allow the Carrier Personnel to use the Council Property Data, for the sole purpose of planning, designing, and undertaking any Works permitted under this Agreement in respect of the Council Property.
- (f) The Carrier may only use the Council Property Data for the Permitted Use and only in respect of Council Property for which an Access Licence is proposed or has been requested or granted.

- (g) The Carrier may not use the Council Property Data to plan for the attachment or installation of any equipment on any additional Council Property.
- (h) The Carrier must ensure that the Carrier's Personnel to whom it provides the Council Property Data comply fully with the terms of use set out in this clause 5.
- (i) The Carrier may sub-licence the right to use the Council Property Data to its Contractors or a Related Body Corporate of the Carrier for the purpose of discharging the Carrier's rights and obligations under this Agreement. No other sublicensing of the Council Property Data is permitted.
- (j) The Carrier relies on the Council Property Data at its own risk.
- (k) The Carrier will need to make its own enquiries regarding any third-party equipment situated on any Council Property.

6 ACCESS

6.1 Access Application Fee

The Carrier shall pay the Council the Application Fee on submission of an Access Application under this Agreement.

6.2 Access Application requirements

Each Access Application must:

- (a) identify the relevant Council Property by nominating:
 - (i) the applicable Council asset number (as directed by the Council from time to time); and
 - (ii) the street address of the Council Property and its GPS co-ordinates.
- (b) contain photographs of the relevant Council Property including of any pre-existing damage on or near the Council Infrastructure; 6.2(b)
- (c) specify:
 - (i) (in detail) all items of the Carrier's Equipment which the Carrier wishes to install on Council Property, including each item's dimensions and weight (Specifications (data sheets) for the Carrier's Equipment must be provided in accordance with [Schedule 4](#));
 - (ii) the proposed attachment point/s to or installation location on or in the Council Property;
 - (iii) how the Carrier's Equipment will be attached (or include the applicable installation guide), provided that:
 - (A) all installations on Council Property must be carried out utilising approved attachments and/or installation approaches; and
 - (B) the Carrier's Equipment may not be ground mounted unless otherwise agreed by the Parties;
 - (iv) any proposed Make Ready Work requested by the Carrier;
 - (v) the proposed installation period;
 - (vi) the contact details for the relevant senior manager of the Carrier or the Carrier's Contractor who is primarily responsible for the submission of the Access Application; and

- (vii) any other information requested by Council that is reasonably required.
- (d) identify the power and communications requirements for the Carrier's Equipment (if any) and describe how an electricity and communications connection (if any) will be established;
- (e) attach:
 - (i) a Design that complies with the requirements of clause 6.5;
 - (ii) a Loading Report that complies with the requirements of clause 6.6;
 - (iii) a copy of the Environmental EME Report;
 - (iv) an Environmental Impact Assessment Report that complies with the requirements of clause 6.7, but only where the Council has requested that the Carrier provide Environmental Impact Assessment Report as part of the Access Application for the particular Council Property; and
 - (v) a copy of the draft Access Licence with all proposed details completed.

6.3 Preparation and format of Access Application

- (a) The Carrier must submit each Access Application based on the template in [Schedule 4](#) or using any amended template as agreed by the Parties from time to time.
- (b) The Carrier warrants that each Access Application will be professionally prepared, and that the information contained in each Access Application will be to the best of the Carrier's knowledge true, complete and correct and not misleading.

6.4 EME and other information

- (a) The Carrier must give the Council access to the Radio Frequency National Site Archive which will provide the Council with access to the Environmental EME Report which sets out the predicted radio frequency EME levels and the EME Guide which sets out the radio frequency EME exclusion zones around the antennas, as updated from time to time in line with the Carrier's regulatory obligations.
- (b) The Council may from time to time request the Carrier to provide additional information in relation to any Access Application.

6.5 Design

- (a) The Design must identify:
 - (i) the precise location on the Council Property where the Carrier's Equipment and the electrical connection will be installed;
 - (ii) the way in which the Carrier's Equipment will be installed on the Council Property;
 - (iii) the specification and a sufficiently detailed description and photographs (to the Council's satisfaction) of the Carrier's Equipment to be installed on the Council Property; and
 - (iv) any requested Make Ready Work.
- (b) The Design must be prepared by the Carrier in accordance with the Rules and Standards and any other reasonable requirements notified by the Council from time to time.
- (c) The Design must be prepared by an experienced and suitably Qualified Person whose contact details must be stated on the Design and signed off by a suitably

qualified and certified practising professional who is authorised to certify the Design under the registering body of that industry.

- (d) Any Design or installation of the Carrier's Equipment must comply with the Council's directions as to Environment, the public domain and streetscape.
- (e) The Design must comply with the Standard Design and must not exceed the Volumetric Space including any change to the Volumetric Space under clause 15(a)(vii).
- (f) Where the Carrier seeks to have a new MFP installed in an existing pole location or in a new location, the Carrier must:
 - (i) be able to demonstrate to Council that it has, on a commercial best endeavours basis, established that there are no suitable existing facilities on which to deploy a small cell; or
 - (ii) having established that there are no suitable existing facilities on which to deploy a small cell, be able to demonstrate that an existing pole location is suitable but that the existing pole needs to be replaced with an MFP to meet its reasonable technical requirements for a small cell deployment and that it has secured the approval of all parties with equipment on the existing pole that the new MFP will be appropriate for the re-installation of their equipment.
- (g) Where the Carrier has established to the satisfaction of Council that there are no suitable existing facilities on which to deploy a small cell or existing pole locations that are suitable for replacement with a new MFP, then the Carrier may propose a new MFP in a new location that:
 - (i) unless otherwise agreed, is chosen from Council's Standard MFP Range if such a range has been approved by Council;
 - (ii) be of a type and specification approved by Council; and
 - (iii) be in a location approved by Council, acting reasonably.

6.6 Loading Report

- (a) The Loading Report must identify:
 - (i) the loading capacity and the existing loading of the Council Property prior to the performance of the Make Ready Work and attachment or installation of the Carrier's Equipment; and
 - (ii) the projected capacity and the loading of the Council Property after the performance of the Make Ready Work and the attachment or installation of the Carrier's Equipment.
- (b) The Loading Report must be prepared in accordance with the Rules and Standards and any other reasonable requirements notified by the Council.
- (c) The Loading Report must be prepared by a suitably qualified practising engineer authorised to certify whose qualifications and accreditations and contact details must be stated on the Loading Report.

6.7 Environmental Impact Assessment Report

Where the Council has requested that the Carrier provide an Environmental Impact Assessment Report, the Environmental Impact Assessment Report must:

- (a) identify the impact of the proposed Make Ready Works and the attachment or installation of the Carrier's Equipment on the Environment;

- (b) be prepared in accordance with the Rules and Standards and any other reasonable requirements notified by the Council; and
- (c) be prepared by a suitably qualified environmental consultant whose name and contact details must be stated on the Environmental Impact Assessment Report.

6.8 Assessment of Access Application by the Council

- (a) After receiving an Access Application, the Council will perform an initial assessment, which will be completed within 20 Business Days after receiving the Access Application from the Carrier.
- (b) If, during the initial assessment, Council reasonably determines that the Access Application is incomplete (**Incomplete Access Application**), it may request additional information by providing written notice to the Carrier. Where additional information is requested by Council, the time for completing the initial assessment under clause 6.8(a) will be paused until the Carrier either:
 - (i) provides the additional information required by the Council;
 - (ii) or withdraws the Access Application.
- (c) If Council reasonably determines that an Incomplete Access Application is substantially incomplete to the extent that it requires additional time to complete the initial assessment, it may, at its sole discretion, extend the period for completion of the initial assessment of the relevant Access Application. Any such extension period must not exceed 20 Business Days (per occurrence).
- (d) After completing its initial assessment of the Access Application the Council must notify the Carrier whether the Access Application:
 - (i) is accepted in the form as submitted by the Carrier and notify the Carrier of any additional access protocol(s) and/ or technical requirement(s) in accordance with clause 6.9(a) and/or any Special Condition/s; or
 - (ii) where the Council Property is located in a Sensitive Area, may be accepted if the Carrier agrees to any draft Special Conditions; or
 - (iii) is rejected.
- (e) The Council may reject an Access Application for a Council Property at its absolute discretion.
- (f) The Council will not accept any Access Applications for Carrier Equipment to be located in the excluded areas specified in Item 10 of Schedule 1..
- (g) If the Council notifies the Carrier under clause 6.8(d)(ii):
 - (i) the Council must provide the draft Special Conditions to the Carrier for consideration;
 - (ii) The Carrier must, within 20 Business Days of receiving the draft Special Conditions, notify the Council in writing whether it:
 - (A) agrees to the draft Special Conditions, in which case the Special Conditions will be inserted into the draft Access Licence;
 - (B) does not agree to the Special Conditions and wishes to withdraw the Access Application, in which case the Access Application will be regarded as withdrawn. The Carrier will however be entitled to submit a new Access Application in respect of the Council Property at a later time; or

- (C) requires changes to the Special Conditions, in which case the Parties will use reasonable endeavours to reach agreement on the relevant changes to the draft Special Conditions subject to any third-party requirements. Once agreement is reached, the agreed Special Conditions will be inserted into the draft Access Licence.
- (h) If the Access Application is rejected under clause 6.8(d)(iii) for reasons other than as set out in clause 6.8(f):
 - (i) the Council will use reasonable endeavours to provide the reasons for such rejection and direction as to how the Access Application could be amended to be acceptable (if possible); and
 - (ii) the Parties will use reasonable endeavours to consult on whether changes to the Access Application would allow the Council to accept the proposed installation of the Carrier's Equipment or whether alternative Council Property may be available for the installation of the Carrier's Equipment.
- (i) If the Council elects to accept the proposed installation of the Carrier's Equipment following the procedure in clause 6.8(h), The Carrier must resubmit the Access Application and clauses 6.8(d) and 6.8(e) will apply.
- (j) If the Access Application is accepted under clause 6.8(d)(i) the Council will advise the Carrier in writing.
- (k) The Carrier will then issue the Council with a completed draft Access Licence for approval by the Council in accordance with the template at [Schedule 2](#), incorporating details of any Make Ready Works and/or Special Conditions.
- (l) Within 20 Business Days of receiving the completed draft Access Licence, the Council must notify the Carrier of:
 - (i) any required amendments; or
 - (ii) that the Access Licence is approved for execution; and
 - (iii) the Licence Fee payable on a pro-rata basis for the first year.
- (m) If the Council notifies the Carrier of any required amendments under clause 6.8(l)(i), the Carrier may resubmit the completed draft Access Licence on two further occasions for the Council's approval. If, in the Council's absolute discretion, the required amendments are not sufficiently addressed by the Carrier's third and final submission the Council will notify the Carrier and the Carrier must wait 20 Business Days before it may submit a new Access Application for the Council Property under clause 6.
- (n) Once approved, the Carrier must arrange for execution of the Access Licence in duplicate and provide these to the Council for execution along with the Licence Fee in the sum advised by the Council under 6.8(l)(iii).
- (o) The Carrier acknowledges and accepts the terms of clause 9.2.

6.9 Additional access protocols or technical requirements

- (a) If the Council is required by Law or by a Government Authority to follow additional access protocol(s) and/ or technical requirement(s) for a Council Property, then the Council will inform the Carrier of the additional access protocol(s) and/ or technical requirement(s).
- (b) The Council must provide reasonable assistance for the Carrier to obtain required consents, approvals or make applications on behalf of the Carrier if an additional access protocol is required. The Council must also provide reasonable assistance for

the Carrier to meet any technical requirements. This does not limit the Carrier's obligations under clause 9.1.

- (c) The Carrier must pay for any reasonable costs incurred by the Council in providing assistance under clause 6.9(b).

6.10 Existing Sites

As at the date of this Agreement, the Parties:

- (a) acknowledge the presence of existing telecommunications equipment of the Carrier installed on poles owned by the Council (**Existing Sites**);
- (b) agree within 6 months of the date of this Agreement to meet and negotiate in good faith as to how the Parties can incorporate Existing Sites into this Agreement; and
- (c) agree that if the Carrier has not obtained an Access Licence for any Existing Sites before the first anniversary of this Agreement the Council may direct the Carrier to remove any such existing telecommunications equipment and the Carrier will do so within 3 months of the date of the Council's direction.

7 MAKE-READY WORK

If any Access Licence requires the performance of Make Ready Works, the Access Licence granted for that Council Property will not permit the Carrier to install any the Carrier Equipment on that Council Property until the Carrier has notified the Council that the Make Ready Works are fully complete. If the Carrier fails to comply with this clause, the Council may require the Carrier to remove (at the Carrier's cost) any of the Carrier's Equipment attached prior to the completion of the Make Ready Works. Make Ready Works cannot commence until the Access Licence has been entered by both parties and the amount specified by the Council in clause 6.8(l)(iii) has been paid in full.

8 ACCESS LICENCES

8.1 Grant of Access Licence

Upon both Parties' execution of the Access Licence, the Carrier may install the Carrier's Equipment on the relevant Council Property from the date stipulated on the Access Licence.

8.2 Rights granted to the Carrier under an Access Licence

Each Access Licence grants to the Carrier a non-exclusive licence to:

- (a) attach the particular Carrier Equipment on the relevant Council Property, at the location, in accordance with the Design and in compliance with the terms of this Agreement (including the Special Conditions) and individual Access Licence; and
- (b) operate and maintain the Carrier's Equipment on the Council Property,

solely for the Permitted Use and subject always to the terms and conditions of this Agreement.

8.3 Nature of an Access Licence

The rights conferred by the Council under an Access Licence rest in contract only and:

- (a) do not create any tenancy between the Council and the Carrier; and
- (b) do not give the Carrier any proprietary right or interest in the Council Property to which the Access Licence relates (other than the express rights under the Access Licence itself).

9 AUTHORISATIONS

9.1 The Carrier must obtain authorisations

- (a) The Carrier must, at its own cost, obtain and maintain all necessary authorisations, licences, permits and other approvals required by an applicable Law (including from any third parties) (Approvals) to enable the Carrier to lawfully install the Carrier's Equipment on each Council Property and operate the Carrier's Equipment.
- (b) The Approvals include any third-party landowner consents, where required, as well as any licences or approvals which need to be obtained from any relevant government agency or authority.
- (c) If the Carrier:
 - (i) because of a right, power or immunity arising under a Law, is not required to obtain a third party Approval; or
 - (ii) obtains an Approval through the exercise of a right, power or immunity under a Law,
 then it must, if requested by the Council, provide the Council with confirmation of the Carrier's reliance on and compliance with that Law with respect to that Approval.
- (d) Where the Carrier is granted an Access Licence prior to the Carrier obtaining all Approvals required under clause 9.1, that Access Licence will be subject to the Carrier obtaining those Approvals.

9.2 Council's statutory powers as a public authority

Nothing in this Agreement in any way restricts or otherwise affects the Council's unfettered discretion to exercise its statutory powers as a public authority.

10 ACCESS TO COUNCIL PROPERTY

10.1 Access to Council Property by the Carrier

Even if the Carrier holds an Access Licence in respect of a Council Property, the Carrier may only access that Council Property after providing the Council with:

- (a) in the case of planned activities (such as the installation of the Carrier's Equipment or routine maintenance), 5 Business Days prior notice; and
- (b) in the case of a bona fide emergency or breakdown repairs, as much notice as is reasonably possible. If it is not reasonably possible to give prior notice, the Carrier must contact the Council as soon as practicable after accessing the Council Property via a 24 hour contact number (if provided by the Council from time to time) and in any event in writing within 5 Business Days of accessing the Council Property.

10.2 Access to Council Property by the Council and third parties

- (a) Nothing in this Agreement derogates from the Council's right to maintain and operate a Council Property for the purposes of conducting its business and providing services, provided the Council will use reasonable endeavours to work appropriately around any of the Carrier's Equipment.
- (b) The Council may grant a third-party rights which are the same as or similar to those granted to the Carrier under this Agreement in respect of any portion of a Council Property which is not occupied by any of the Carrier's Equipment or is not allocated for use by the Carrier under an Access Licence, provided that any equipment installed by such other parties does not interfere with or adversely affect the Permitted Use.

- (c) Subject to the conditions of clause 19.1, the Council must not knowingly do or allow any third-party to do, anything in relation to the Council Property which causes interference, damage or materially obstructs, interrupts or impedes the installation or the continuous use or operation of the Carrier's Equipment and telecommunications service. In the event of the Carrier notifying the Council of any breach of this clause 10.2, the Council must use reasonable endeavours to remove such interference to the extent it is within its power to do so.
- (d) The Carrier must not knowingly do or allow any Carrier Personnel to do anything in relation to the Council Property which causes interference, damage or materially obstructs, interrupts or impedes the installation or the continuous use or operation of the Council's and/or any third-party's equipment. In the event of the Council notifying the Carrier of any breach of this clause 10.2(d), the Carrier must promptly remove such interference.
- (e) The Carrier must promptly provide any update to the Carrier's Emergency Work Process set out in [Schedule 3](#).

10.3 The Carrier crews to stand back if Council crews require access

- (a) Subject to clauses 10.3(b), 10.3(c) and 10.3(d), the Parties will use reasonable endeavours to co-operate in good faith in relation to their activities relating to each Council Property, including by discussing their respective maintenance and construction schedules and work on or at a Council Property.
- (b) Any work that the Council or the Council's contractor wishes to undertake on or in connection with a Council Property will take precedence over any Works (including maintenance work, but excluding any bona fide emergency or breakdown repairs relating to the Carrier's Equipment) that the Carrier wishes to undertake.
- (c) The Carrier Personnel must stand back and allow the Council Personnel or the Council's contractor to undertake and complete its work on or in connection with a Council Property in priority to the Carrier's Works (even if the Carrier's Personnel were on Site first and prior notice of access was given by the Carrier but excluding any bona fide emergency or breakdown repairs to the Carrier's Equipment).
- (d) If the Carrier and the Council or the Council's contractor require access to the Council Property to address any bona fide emergency simultaneously, the Parties will use reasonable endeavours to co-operate in good faith in relation to their activities relating to the Council Property.

11 THE CARRIER'S EQUIPMENT

The Carrier will ensure that the Carrier's Equipment:

- (a) is a low-impact facility as defined in the Telecommunications Act and the *Telecommunications (Low-impact Facilities) Determination 2018* (Cth);
- (b) is permanently labelled to identify the Carrier as its owner;
- (c) complies with all applicable Law and with all relevant Rules and Standards;
- (d) complies with all relevant licensing and other requirements of the *Radiocommunications Act 1992* (Cth); and
- (e) complies with Radiation Protection Series S-1 (Rev.1) Standard for Limiting Exposure to Radiofrequency Fields – 100kHz to 300 GHz, published by the Australian Radiation Protection and Nuclear Safety Agency or any additional or replacement standard as updated or replaced from time to time.

12 PERFORMANCE OF THE WORKS – GENERAL REQUIREMENTS

12.1 The Carrier's general obligations

The Carrier must carry out all Works and operate the Carrier's Equipment:

- (a) in compliance with the terms of this Agreement and each relevant Access Licence;
- (b) in compliance with all relevant and applicable Laws;
- (c) in accordance with the applicable Rules and Standards;
- (d) in accordance with Best Industry Practice;
- (e) in a safe and prudent manner and with due and proper care;
- (f) using Qualified Persons; and
- (g) with due consideration for public safety.

12.2 The Carrier to minimise disruption

- (a) The Carrier must carry out all Works, use and operate the Carrier's Equipment in a manner which, so far as is reasonably possible, minimises disruption to and interference with:
 - (i) the Council and services offered by the Council,
 - (ii) the Council's ability to access or use the Council Property;
 - (iii) any third-party that has installed equipment or infrastructure on or at the Council Property;
 - (iv) other third-party contractors working on or near the relevant Council Property;
 - (v) owners and occupiers of properties in the vicinity of the relevant Council Property and other third parties located in that vicinity,
 - (vi) any member of the public, including any road or footpath user; and
 - (vii) any other third-party (including other utilities) which may be adversely affected by the performance of Works.
- (b) The Parties acknowledge and agree that compliance with this clause may still result in some disruption or interference and this will not be considered a breach of clause 12.2(a).

12.3 Damage to be reported

- (a) If the operation or condition of any Council Property is adversely affected or damaged by any Work, the Carrier must notify the Council of the Work and the way in which the Council Property has been adversely affected or damaged. In the case of an Emergency notification may be given urgently (first verbally and then within 5 Business Days' in writing). Otherwise, notice may be given within 5 Business Days of becoming aware.
- (b) If, in undertaking the Work, the Carrier becomes aware of any defects, damage or destruction to any Council Property or any third-party equipment installed on or near a Council Property, the Carrier must promptly notify the Council in writing of the defect, damage or destruction and if requested by the Council, provide any relevant information about how the defect, damage or destruction occurred.

- (c) The Carrier is responsible for any damage that it causes or contributes to whilst carrying out its rights and obligations under this Agreement. To the extent that the Carrier has caused or contributed to any damage to any Council Property or third-party equipment, it must promptly rectify such damage to the Council's reasonable satisfaction and in compliance with the Rules and Standards.

12.4 Before You Dig Australia compliance

The Carrier must, to the extent any excavation work is undertaken on or near Council Property in connection with this Agreement:

- (a) obtain all relevant Before You Dig Australia information before undertaking such excavation work; and
- (b) undertake the excavation in a manner that avoids causing damage to the underground cables, pipes and other assets disclosed in the Before You Dig Australia information.

12.5 Records of The Carrier's Equipment

- (a) The Carrier must:
 - (i) keep records of the Carrier's Equipment attached to or installed in each Council Property including its location and maintenance, and any changes made to it; and
 - (ii) if requested by the Council, supply the Council with:
 - (A) updated As Built Drawings of the Carrier's Equipment at a Site; and
 - (B) information about any changes made to the Carrier's Equipment.
- (b) The Council may inspect any Works being carried out at any Council Property by the Carrier and its Personnel to ensure compliance with this Agreement.
- (c) The Council may appoint an auditor to conduct an audit of any Work conducted by the Carrier and its Personnel at any Council Property and the Carrier must co-operate, and must ensure its Personnel co-operate, with any such audit and the appointed auditor.
- (d) Each party will bear its own costs in relation to any audit except in the case where the auditor identifies any non-compliance with this Agreement by the Carrier in which case the Carrier must bear the reasonable costs of the Council and the auditor.

12.6 The Council's right to direct stoppage

- (a) Without limiting the Council's rights under clause 21.4, if the Council forms the opinion (after consulting with the Carrier) that particular Carrier Equipment or methods of work used by the Carrier are causing or will cause substantial physical damage to a Council Property or other equipment installed on or in a Council Property, the Council may give a notice to the Carrier that it must promptly adopt modified work practices which will reduce or eliminate the possibility of damage of a similar nature and scale being caused in the future (**Modified Work Practices**).
- (b) If the Carrier fails to adopt the Modified Work Practices within a reasonable time after receiving a notice from the Council, the Council may by giving 2 Business Days' notice (or such other period of time as agreed between the Parties) issue a direction to the Carrier to suspend its performance of the relevant part of the Works which are not compliant with the Modified Work Practices.
- (c) Any dispute between the Parties is to be resolved in accordance with clause 34 of this Agreement.

- (d) The Carrier must promptly rectify any physical damage caused to a Council Property or third-party equipment caused under 12.6(a) to the Council's reasonable satisfaction and in compliance with the Rules and Standards.

12.7 The Carrier must leave sites in a clean and tidy condition

The Carrier must:

- (a) ensure that it keeps the area in which it is conducting its Work clean and tidy; and
- (b) promptly and appropriately remove and dispose of all waste, cardboard, plastic and associated packaging materials associated with or arising from the Works,

and must promptly remedy any failure to do so that is notified by the Council.

12.8 Removal of vehicles and materials when Works are complete

The Carrier must as soon as possible following completion of any Works remove all vehicles, materials, plant and equipment used in the performance of the Work (other than the attached Carrier's Equipment).

12.9 Security

The Carrier must provide such security measures at the Carrier's worksites around a Council Property as are necessary to prevent unauthorised entry by any person to Sites whilst the Carrier is undertaking Works at those Sites.

12.10 Removal of Carrier's Equipment which is no longer in use

Where any of the Carrier's Equipment attached to or installed on a Council Property ceases to be used by the Carrier for the Permitted Use (but excluding temporary cessation not exceeding 90 days) then the Carrier must remove that the Carrier's Equipment from the Council Property within 20 Business Days. If the Carrier fails to comply with this clause, the Council may exercise its rights under clause 19.1(l).

12.11 Electricity supply

- (a) The Carrier must pay for all costs associated with connecting the Carrier's Equipment to the electricity supply network.
- (b) The Carrier must make its own arrangements and pay for the supply of the electricity needed by the Carrier to power the Carrier's Equipment.
- (c) Unless otherwise arranged between the Parties in advance, the Carrier must ensure that the Council's power supply to the Council Property is not disrupted or diminished during the Works, use, operation and removal of the Carrier's Equipment.

12.12 Signage

The Carrier must (at the Carrier's cost) ensure that any signage required by Law is installed at a visible location:

- (a) at the time of installation of the Carrier Equipment; and
- (b) with regard to an Existing Site, is installed within 10 Business Days of the issue of an Access Licence for the Existing Site; and

is maintained and remains in place for the duration that the Carrier's Equipment remains on the Council Property.

13 COUNCIL INSPECTION WHEN INSTALLATION COMPLETED

13.1 Completion Notice upon installation

The Carrier must notify the Council within 20 Business Days of completing the attachment or installation of the Carrier's Equipment and completion of all installation Works (**Initial Completion Notice**).

13.2 Inspection of completed Works by the Council

The Council may carry out an inspection of the attached the Carrier's Equipment following receipt of an Initial Completion Notice. If the Council conducts an inspection and:

- (a) identifies any Defects it will give the Carrier notice (a **Rejection Notice**) and the Carrier must then rectify the Defects in a timely manner and then give the Council a further Completion Notice and the provisions of this clause will then apply. If any material Defects are not rectified to the Council's satisfaction (acting reasonably) within 40 Business Days of the Council's first giving a Rejection Notice, the Council may, notify the Carrier (**Second Rejection Notice**) that if the Carrier fails to rectify the Defects and provide a further Completion Notice within 10 Business Days of receipt of the Second Rejection Notice, the Council may rectify the Defects and charge the Carrier its costs incurred from such rectification (provided the Council does not interfere with the Carrier's Equipment) or rely on its rights under clause 28.4;
- (b) does not identify any Defects, it will give the Carrier notice (a **Final Completion Notice**).

13.3 Legal status of Final Completion Notice

- (a) The issuing of a Final Completion Notice by the Council does not give rise to any representation or warranty that the Carrier's Equipment, the attachment or installation of the Carrier's Equipment or the Works are or have been performed:
 - (i) without Defects; or
 - (ii) in a manner that makes them fit for purpose.
- (b) Notwithstanding the issue of a Final Completion Notice, the Council may later require the Carrier to rectify any Defect that later becomes evident.

14 SUPPLY OF AS BUILT DRAWINGS AND EME SITE COMPLIANCE CERTIFICATES

- (a) Upon completion of the Works or at the request of the Council from time to time, the Carrier must provide:
 - (i) As Built Drawings to the Council for the relevant Council Property with the Initial Completion Notice; and
 - (ii) updated As Built Drawings for the relevant Council Property within 45 days of attaching any upgraded and/or additional Carrier's Equipment to a Council Property or upgrading its method of attachment or installation as permitted under clause 15.
- (b) At the completion of each installation (or otherwise upon request from the Council) the Carrier is to provide the Council with access to a copy of the relevant EME site compliance certificate for the Carrier's Equipment attached to a Council Property after the Carrier issues a Completion Notice under clause 13.1. Where the relevant EME site compliance certificate for the Carrier's Equipment attached to a Council Property is available the Carrier must provide the Council with access to a copy of the certificate requested within 5 Business Days.

- (c) At the completion of each installation the Carrier must provide the Council with a Certificate of Compliance of Electrical Work (**CCEW**) verifying that electrical works undertaken in connection with the installation are in accordance with Australian Standards and have been certified as electrically safe.

15 CHANGES TO THE CARRIER'S EQUIPMENT AND UPDATES TO STANDARD DESIGN

- (a) Subject to clauses 15(b) and 15(f)(i), if the Carrier wishes to install replacement or additional equipment within the Volumetric Space:
 - (i) the Carrier must apply to the Council for approval by submitting an Access Application as required under clause 6 which will include the existing equipment and any replacement and/or additional equipment and the Council will assess the application in accordance with clause 6.8;
 - (ii) the Council may as a condition of its consent, require the Carrier to provide the Council with:
 - (A) a revised Design prepared in accordance with clause 6.5; and
 - (B) a revised Loading Report prepared in accordance with clause 6.6; and
 - (C) a revised Environmental Impact Assessment Report prepared in accordance with clause 6.7, but only where this is required taking into account the particular circumstances of the application for consent;
 - (iii) in the event the Council rejects the Carrier's request to install replacement or additional equipment on a Council Property within the Volumetric Area, the Council must provide reasons and suggest means (if any) by which the rejection may be overcome, which may involve amendments to any proposed amended revised Design;
 - (iv) there will be no change to the Licence Fee and no additional fees to the Carrier as a result of the installation of replacement 'like for like' equipment where the replacement equipment will replace obsolete or defective equipment as permitted by the Council under the existing Access Licence for the Council Property;
 - (v) where the Carrier wishes to install replacement equipment which increases the telecommunications services provided by the Carrier, the Licence Fee will be increased by an agreed amount to reflect the increased service;
 - (vi) where the Carrier wishes to install equipment additional to equipment permitted by the Council under the existing Access Licence for the Council Property which increases the telecommunications services provided by the Carrier the Licence Fee will be increased by an agreed amount to reflect the increased service;
 - (vii) where the Carrier wishes to install replacement or additional equipment which increases the Volumetric Space required, the Licence Fee will be increased by an agreed amount to reflect the increase in Volumetric Space and/or telecommunications services to be provided by the Carrier's Equipment from the increased Volumetric Space;
 - (viii) where the Carrier and the Council are unable to agree on a revised Licence Fee under clause 15(a)(vii), the Licence Fee is to be decided by a Valuer as per the procedures established in clauses 23.3(d) to 23.3(g) and
 - (ix) equipment installed pursuant to this clause 15(a) becomes part of the Carrier's Equipment for the purpose of the relevant Access Licence and this

Agreement. For the avoidance of doubt if the Access Application under clause 15(a)(i) is approved the relevant Access Licence will be updated to specify:

- (A) the replacement and/or additional equipment;
- (B) the Volumetric Space required for the replacement and/or additional equipment and where no update is made to the Volumetric Space the Access Licence will be deemed to be updated to reflect the minimum volumetric space required for the replacement and/or additional equipment as determined by the Council; and
- (C) the Licence Fee,

and no other changes will be made to the relevant Access Licence.

- (b) If the Carrier wishes to install, upgrade, repair, replace or renew 'like for like' equipment within the Volumetric Area and that equipment will not increase the pole loading and wind loading or will otherwise be located in an existing equipment cabinet, the Carrier may do so without consent provided that The Carrier complies with:
 - (i) clause 10.1 in relation to access; and
 - (ii) clause 14 in relation to the supply of updated As Built Drawings.
- (c) Any additional equipment installed pursuant to clause 15(b) becomes part of the Carrier's Equipment for the purpose of the relevant Access Licence and this Agreement.
- (d) The Carrier may request the Council's consent to update the Standard Design from time to time by providing the information required in clause 6.5, except that the information is generic rather than applying to an individual Council Property.
- (e) The Council will not unreasonably withhold consent to update the Standard Design.
- (f) If the Council consents to an update to the Standard Design the updated Standard Design will be deemed to be attached to this Agreement and the Carrier may:
 - (i) alter an existing Council Property to reflect the updated Standard Design without further consent from the Council, but the Carrier must otherwise comply with:
 - (A) clause 10.1 in relation to access; and
 - (B) clause 14 in relation to the supply of updated As Built Drawings; and
 - (C) the Access Licence for the Council Property; and
 - (ii) submit any Access Application for a new Council Property adopting the updated Standard Design, in which case the Carrier will be deemed to have complied with clause 6.5 in relation to that Council Property and the Council may not withhold consent to an Access Application for a design reason if it is issued in accordance with the updated Standard Design.
- (g) If the Council alters, changes or replaces a Council Property it may require the Carrier to update or change the Standard Design for the Carrier's Equipment located on the Council Property and the Carrier will promptly submit a new Standard Design to comply with the Council Property to be altered, changed or replaced and the Council's requirements

- (h) The Carrier will, within 3 months of the alteration, change or replacement of a Council Property, ensure the Carrier's Equipment on the Council Property complies with the new Standard Design approved by the Council in accordance with clause 15(f).

16 RECTIFICATION OF DEFECTS AFTER INITIAL INSTALLATION

- (a) If there is any Defect identified by the Carrier or notified by the Council following the Council's initial inspection pursuant to clause 13.2, the Carrier must:
 - (i) if the Defect poses a risk to life or property, urgently rectify the Defect; and
 - (ii) in all other cases, rectify the Defect as soon as reasonably practicable but no later than 20 Business Days from identification or notification of the Defect.
- (b) If the Carrier fails to rectify any Defect that it is required to rectify under this Agreement within the required period the Council may, after giving the Carrier 5 Business Days prior notice for a Defect under clause 16(a)(i) or 20 Business Days' prior notice for a Defect under clause 16(a)(ii):
 - (i) rectify the Defect or engage a contractor to do so and may charge the Carrier its costs incurred, provided the Council does not tamper with the Carrier's Equipment; or
 - (ii) rely on its rights under clause 28.4.

17 MAINTENANCE AND REPAIR OF THE CARRIER'S EQUIPMENT

- (a) The Carrier must at its own cost:
 - (i) maintain and repair the Carrier's Equipment so it remains in a good condition and in accordance with all applicable Laws, codes, regulations, legally binding standards and the requirements of this Agreement;
 - (ii) perform a visual inspection of all of the Carrier's Equipment attached to a Council Property prior to each anniversary of this Agreement to ensure that:
 - (A) it remains securely attached or installed in compliance with all applicable Laws;
 - (B) the minimum clearances between the Carrier's Equipment and the ground and other structures (as required by the Rules and Standards) are maintained; and
 - (iii) undertake periodic verification at least every five years of all low voltage electrical infrastructure associated with the Carrier's Equipment as per the Telecommunications Laws and Standards;
 - (iv) ensure the minimum separation of the Carrier's Equipment from other equipment installed on the Council Property (as required by the Rules and Standards) is maintained; and
 - (v) correct any Defects found within the period required by clause 13.2 .
- (b) The Carrier must provide the Council with a report within 2 months of a written request no more than once every calendar year following the Commencement Date which confirms that the requirements of this clause have been performed in full.
- (c) The Carrier must, at its own cost each anniversary of this Agreement and within 20 Business Days of receipt of a written request by the Council, provide the Council with a written report confirming to the Council's reasonable satisfaction:
 - (i) details of the Carrier Equipment installed at each Site;

- (ii) the operational status of the Carrier's Equipment at each Site;
- (iii) maintenance records for any Site specified by the Council; and
- (iv) details of each sublicensee (if any) for the Carrier's Equipment;

on each Council Property during the 12-month period immediately preceding the anniversary of the Agreement or the date of the Council's request. This clause survives termination of this Agreement.

18 STANDARDS

18.1 Compliance

The Carrier must ensure (including by performing rectification or remediation works) that the Carrier's Equipment and the Works comply with the requirements of the Wiring Rules, any other relevant Australian Standards and the jurisdictional service installation rules.

19 REMOVAL/RELOCATION AT REQUEST OF THE COUNCIL

19.1 Removal, re-attachment or re-installation, and relocation of the Carrier's Equipment

Where:

- (a) the Council wishes to carry out maintenance or repair work on the Council Property;
- (b) the Council wishes to replace, remove or move the Council Property for any reason;
- (c) the Council wishes to install any equipment on a Council Property;
- (d) the Council considers there is an Emergency or threat to health or safety of persons or damage to property;
- (e) the Carrier's Equipment is affecting the operation or maintenance of the Council Property;
- (f) the Council needs to meet or address any regulatory requirement or requirement of any government department, agency or authority, or any relevant land owner;
- (g) in the Council's opinion there is any other bona fide reason relating to the operation of street lighting or the Environment;
- (h) the Council issues a direction under clause 6.10(c) and/or the period stated in clause 12.10 expires,
- (i) the Carrier's Equipment is situated on a third-party asset that is otherwise defunct or obsolete or no longer used for the asset's primary purpose when that third-party asset was first installed (e.g. a third-party traffic signal pole from which all traffic signals have been removed);

then the Council:

- (j) in the case of subclauses 19.1(a), 19.1(c), 19.1(d) or 19.1(g), will comply with the Carrier's safety and security procedures, including the Emergency Work Process at [Schedule 3](#) (or as otherwise notified by the Carrier to the Council from time to time), to temporarily turn off the power supply to attached the Carrier's Equipment (**Power Down**); or
- (k) in the case of subclauses 19.1(b), 19.1(e), 19.1(f) or 19.1(g), may by notice to the Carrier direct the Carrier to remove and relocate the Carrier's Equipment to another

location on the same Council Property or to another Council Property by giving at least 6 months prior notice to the Carrier (or such shorter period if a shorter period is imposed on the Council by Laws or required to enable Council to perform its functions under the Local Government Act) (**Equipment Move**); or

- (l) in the case of subclause 19.1(h) where the Carrier has failed to remove the existing telecommunications equipment the Council will be entitled to reject any existing and/or new Access Applications until the direction has been complied with; or
- (m) in the case of subclause 19.1(i), may direct the Carrier to remove the Carrier Equipment from the third-party asset and relocate it to an available Council Property within the area by giving at least 6 months prior notice to the Carrier.
- (n) Where the Carrier has failed to comply with this clause 19.1 the Council may pause the approval of further Access Licences until the Carrier Equipment has been removed.

19.2 Notice given by the Council

- (a) Any written notice given by the Council under clause 19.1(i) must specify:
 - (i) the relevant Council Property;
 - (ii) the reason for the Equipment Move;
 - (iii) whether the Carrier's Equipment must be:
 - (A) removed and re-attached or re-installed in a different position on the same Council Property; or
 - (B) removed and attached to or installed at a different Council Property; and
 - (iv) the time periods within which any Equipment Move must be taken.
- (b) If the Council requires an Equipment Move, the Council must:
 - (i) give the Carrier a relocation notice at least 6 months prior to the date of the proposed Equipment Move (or such shorter period if a shorter period is imposed on the Council by Laws or required to enable the Council to perform its requirements under the Local Government Act;
 - (ii) use its best endeavours in cooperation with the Carrier to offer an alternative location at the current or an alternative Council Property which affords substantially the same quality, comparable performance, suitability and safety as was afforded to the Carrier's in respect of the location on the existing Council Property;
 - (iii) to the extent practical, minimise any disruption to the operation of the Carrier's telecommunications network due to such Equipment Move; and
 - (iv) use its best endeavours to consult with the Carrier in relation to the design and progressive construction of any works at the alternative Council Property.

19.3 Action to be taken by the Carrier accepting the Equipment Move

- (a) On being notified by the Council under clause 19.2, the Carrier must within 20 Business Days of receipt of an Equipment Move notice under clause 19.2, notify the Council in writing whether it accepts or rejects that notice.
- (b) If the Carrier accepts the Equipment Move notice, then:

- (i) the Access Licence will be amended in accordance with the Equipment Move notice;
- (ii) the Carrier must take such action as is required to comply with the Council's request within the time period agreed;
- (iii) the Carrier must otherwise cooperate with the Council; and
- (iv) any re-attachment or re-installation of the Carrier's Equipment may take place as soon as the Council works are completed at the Carrier's discretion and the Access Licence will be amended in accordance with the re-attachment or re-installation.

19.4 Action to be taken by the Carrier rejecting the Equipment Move

If the Carrier rejects the Equipment Move notice, then:

- (a) the Access Licence in respect of the existing Council Property will automatically terminate on the proposed Equipment Move date set out in the Equipment Move notice provided to the Carrier under clause 19.2 (or such earlier date as notified by the Carrier) without affecting any remaining Access Licence; and
- (b) the Carrier must remove the Carrier's Equipment from the relevant Council Property within 20 Business Days following termination of the Access Licence. The Council will refund any pre-paid Licence Fee to cover a period after termination of the Access Licence.

19.5 Costs

- (a) If the Council carries out the Equipment Move pursuant to this clause 19 within the first year of the relevant Access Licence Term for any reason other than the need to meet or address any regulatory requirement or requirement of any government department, agency or authority, or any relevant land owner, the Council will be liable for the actual and reasonable costs incurred by the Carrier in carrying out the Equipment Move.
- (b) If the Council carries out the Equipment Move pursuant to this clause 19 after the first year of the relevant Access Licence Term or within the first year to meet or address any regulatory requirement or requirement of any government department, agency or authority, or any relevant land owner, the Council will not be liable for any costs incurred by the Carrier in carrying out the Equipment Move.

19.6 Removal and re-attachment or re-installation of the Carrier's Equipment to same or alternative Council Property

Where the Carrier must reattach the Carrier's Equipment to the same or an alternative Council Property:

- (a) the Council will provide the Carrier with notice pursuant to clause 19.2(b) and use reasonable endeavours to ensure that the Carrier's Equipment is afforded substantially the same quality, comparable performance, suitability and safety as was originally afforded to it; and
- (b) the relevant Access Licence will be deemed to be amended to reflect the attachment or installation of the Carrier's Equipment at the new location on the date it is reattached.

19.7 The Carrier's access to alternative Council Property

- (a) Where the Carrier is required to remove the Carrier's Equipment from a Council Property and not reattach or re-install it at the Council Property or any replacement Council Property, the Carrier may, by submitting an Access Application, seek the

Council's approval to reattach or re-install the Carrier's Equipment to another Council Property which is in reasonable proximity to the original Council Property.

- (b) The Council will not unreasonably withhold its consent to such an Access Application.

20 WARRANTIES

20.1 The Carrier Warranties

The Carrier represents and warrants that:

- (a) all Works carried out by the Carrier and its Personnel will be carried out:
 - (i) with due skill, care and diligence and consideration for public safety by Personnel who are Qualified Persons;
 - (ii) using materials that are fit for purpose; and
 - (iii) in accordance with the Rules and Standards, applicable Best Industry Practice and in compliance with the requirements of this Agreement and all applicable Laws;
- (b) The Carrier's Equipment will:
 - (i) comply with all applicable Laws and the Rules and Standards (including those relating to electromagnetic energy emissions);
 - (ii) be properly attached and operated;
 - (iii) comply with the requirements of this Agreement;
 - (iv) comply with the description provided in the relevant Access Application; and
 - (v) have been assessed, and investigated by the Carrier, to ensure that it is suitable for attachment to or installation at the Council Property.

20.2 Council Covenants

- (a) Despite any other clause in this Agreement, the Council covenants to the Carrier that it has and will at all times:
 - (i) maintain the structure of the Council Property;
 - (ii) use and apply the skills, qualifications, expertise, capacity, resources and experience necessary to carry out its obligations under this Agreement and any Access Licence granted pursuant to this Agreement;
 - (iii) have the requisite power and authority to enter into this Agreement and to carry out the obligations contemplated by this Agreement; and
 - (iv) have all rights, title, licences, authorisations, consents and other approvals necessary to grant each Access Licence to the Carrier in accordance with the terms of this Agreement.

20.3 Council's Disclaimers

- (a) Other than as expressly set out in this Agreement, the Council does not warrant or represent the accuracy or reliability of any information or directions provided or disclosed by, or learned from, the Council or its employees, contractors or agents concerning any Council Property, including information concerning its safety, condition, state of repair, suitability, reliability or fitness for purpose.

- (b) Other than as expressly set out in this Agreement, the Carrier agrees that it is solely responsible for conducting all necessary enquiries and assessments of the Council Property and its suitability for use by the Carrier. The Carrier will satisfy itself, relying solely upon its own judgment, as to the safety, suitability, condition, repair, and fitness for its purposes of the Council Property.

21 SAFETY

21.1 Compliance with Applicable WHS Laws

- (a) The Carrier must in performing its obligations and exercising its rights under this Agreement ensure that systems are in place which are designed to ensure compliance with all applicable WHS Laws.
- (b) The Carrier must ensure systems are in place to ensure, so far as reasonably practicable, the safety of its workplace, its Contractors and all other persons affected by Work performed by or for the Carrier.
- (c) The Carrier consents to the Council, at the Council's cost (unless any non-compliance is found), auditing any person accessing the Carrier's Equipment on the Council Property for evidence that the person holds all required accreditations, is competent, and has been given suitable training, instruction and supervision.
- (d) The Carrier must ensure systems are in place, which are designed to ensure that:
 - (i) the Carrier complies with its obligations under all applicable WHS Laws and codes of practice made under such WHS Laws; and
 - (ii) adequate instruction, information, training and supervision is provided to the Carrier's Contractors in relation to:
 - (A) risks to their health and safety arising from the Work; and
 - (B) any relevant requirements of the WHS Laws and the provisions of the Rules and Standards dealing with work health and safety.
- (e) Without limiting the Carrier's obligations under this Agreement or otherwise in accordance with an applicable Law, the Carrier is responsible for ensuring systems are in place for:
 - (i) controlling and supervising all aspects of the Carrier's activities in respect of this Agreement and ensuring that such Work is only undertaken without risk to the safety, health and welfare of any persons, to the extent reasonably practicable;
 - (ii) ensuring that each person employed or engaged to perform the Carrier activities, including subcontractors engaged by the Carrier, is aware of and fully complies with the Carrier's work health and safety management system (or those of its Contractor(s)) and all applicable WHS Laws;
 - (iii) complying with any post incident, work health and safety audit or review conducted by or on behalf of the Council at the Council's cost except where non-compliance by the Carrier is found to the extent reasonably required by the Council; and,
 - (iv) if requested by the Council, providing reasonable assistance to the Council and/or its professional and legal advisers with respect to its defence to any actual or potential claim or prosecution with respect to the Carrier's activities.
- (f) Where reasonably required by the Council, the Carrier must provide the Council with information on its work health and safety performance relevant to the conduct of the Works.

21.2 Principal Contractor

The Carrier acknowledges that, in circumstances where any of the Works are a Construction Project, the Carrier will:

- (a) fulfil the obligations of the principal contractor for the purposes of that Construction Project as required by any applicable Law; or
- (b) appoint a suitably qualified person as the principal contractor for the Construction Project.

21.3 Notification of notifiable event

The Carrier must report all incidents that occur during the Works or on the Carrier's Equipment at Council Property that are required under an applicable Law to be reported to:

- (a) the relevant regulator(s) under applicable WHS Laws in the time required by that Law; and
- (b) the Council, at or before the time that it reports to the relevant regulator(s) under clause 21.3(a).

21.4 The Council may direct work stoppage

- (a) In the event of a Force Majeure Event or if the Council believes, acting reasonably, that the Carrier's Work or activities (including any corrective or remedial work carried out in response to a safety incident or a potential safety incident) poses a risk to the health and safety of any person, the Council may direct the Carrier to stop any or all work or activities being conducted by the Carrier under this Agreement.
- (b) The Carrier must, and must procure that all other persons affected by any such direction or suspension, stop work immediately when a direction is given or if an Access Licence is suspended or revoked under this clause 21.4(b).
- (c) The Council will not be liable to any person for any Loss (including any business interruption costs) suffered or incurred by any person associated with any direction, revocation or suspension given or imposed under this clause. This limitation on liability does not apply to the extent that any Loss is caused or contributed by the Council's:
 - (i) wrongful act or omission;
 - (ii) negligence; or
 - (iii) breach of this Agreement.

21.5 Work health and safety compliance paramount

If there is any inconsistency between this clause 21 and any other provision of this Agreement, clause 21 prevails to the extent of the inconsistency.

22 EMERGENCIES

- (a) In the case of an Emergency involving a threat to health and safety that affects or relates to:
 - (i) a Council Property, the Carrier will follow the Council's reasonable directions; and
 - (ii) the Carrier's Equipment, the Council may shut down the Carrier's Equipment in accordance with the process set out at [Schedule 3](#).

- (b) The Carrier will comply with all reasonable directions given by the Council in an Emergency.
- (c) When the Emergency no longer prevails, the Council will promptly notify the Carrier.

23 PAYMENT FOR THE USE OF THE COUNCIL PROPERTY

23.1 Licence Fee

- (a) In respect of each Access Licence granted to the Carrier, the Carrier agrees to pay the annual Licence Fee specified in the Access Licence.
- (b) Unless indicated otherwise in the Access Licence, Licence Fees will be as set out in [Schedule 1](#).
- (c) Each Licence Fee for the first year of the Access Licence Term will be paid on a pro-rata basis for the first year in accordance with clauses 6.8(j) and (l) on execution of the respective Access Licence. The Licence Fee for the balance of the Access Licence Term will be paid annually in advance on or before each anniversary of the Commencement Date of this Agreement.
- (d) The Carrier may pay the Licence Fee by Electronic Funds Transfer (**EFT**) to the account nominated in Item 7 of [Schedule 1](#). The Council may notify another account in Australia to which payments may be made by EFT to replace the account stated in Item 7 of [Schedule 1](#). The notification must be at least 30 days prior to the date for payment of the Licence Fee. Payment by EFT by the Carrier's banker to the relevant nominated account by the due date is a full discharge for the payment.

23.2 Annual Reviews

Each fee payable under this Agreement will be reviewed by the Council and adjusted annually as set out in [Schedule 1](#).

23.3 Market Rent Reviews

Where the parties agree to proceed to the Renewal Term in accordance with clause 2, the Licence Fee will be reviewed in accordance with the following:

- (a) the Council will give the Carrier a notice specifying the Council's estimate of the current market rate no earlier than three months prior to the Renewal Term commencement date (or anytime thereafter) (**Assessment Notice**).
- (b) the Licence Fee as and from the commencement date of the Renewal Term will be the amount notified by the Council in the Assessment Notice unless the Carrier gives the Council a notice rejecting or disputing the Council's estimate (**Rent Review Rejection Notice**) within 1 month of having been given the Assessment Notice.
- (c) If the Carrier gives the Council a Rejection Notice, the parties must use their best endeavours in good faith to try and reach agreement on the current market Licence Fee within 20 Business Days immediately after the date of the Rejection Notice.
- (d) If the Carrier gives the Council a Rejection Notice and the parties do not reach agreement on the current market rent within the period stated in 23.3(c), then that rent must be decided by a Valuer who:
 - (i) is appointed by the Parties but if they do not agree on who to appoint within 1 month after the Carrier gives the Rejection Notice to the Council, the Valuer is to be nominated at either party's request by the President for the time being of the API; and
 - (ii) in determining the current market rent must take into account the services provided.

- (e) Each Party must use reasonable endeavours to provide the Valuer with reasonable assistance in the determination of the current market rent.
- (f) Subject to clause 23.5, the amount decided by the Valuer is the Licence Fee from the commencement of the Renewal Term .
- (g) The parties must pay costs and expenses of the Valuer in equal shares, unless the Licence Fee exceeds the original amount specified by the Council under 23.3(a) in which case the cost of the Valuer will be solely born by the Carrier.

23.4 Payment of Licence Fee while market Licence Fee is being determined

From the Renewal Term commencement date until the market rent is agreed or determined under this clause 23.3, the Carrier must pay to the Council the Licence Fee payable in the prior year of the Licence, plus an amount equal to the Licence Fee multiplied by 10%.

23.5 Licence Fee never to decrease

Despite anything else contained in this Agreement, the reviewed Licence Fee is to be the higher of:

- (a) the amount agreed or determined under clause 23.3; and
- (b) the Licence Fee payable immediately before the review.

23.6 Payment terms

- (a) All payments must be made free of deductions, set-off or counter claim.
- (b) All payments under this Agreement are to be made within 20 Business Days of receipt of a tax invoice.

24 THE CARRIER'S INDEMNITY

24.1 The Carrier's indemnity

- (a) The Carrier must indemnify and keep indemnified the Council against, and must pay the Council the amount of, any Claim or Loss (excluding loss of income) incurred or suffered by the Council:
 - (i) in connection with any death, injury, loss or damage caused to any person or property (including the Council Property) caused or contributed (to the extent of the contribution) by:
 - (A) the negligent or wrongful use or misuse of the Carrier's Equipment or the Council Property by the Carrier; or
 - (B) breach of any applicable Law by the Carrier;
 - (C) by or in connection with the Carrier's Equipment or Work;
 - (D) as a result of any act or omission of the Carrier or the Carrier's Personnel in connection with the Works or the Carrier's use of the Council Property;
 - (ii) caused or contributed (to the extent of the contribution) by any breach of this Agreement or Access Licence by the Carrier;
- (b) The Carrier's indemnity is continuing and survives expiry or termination of this Agreement or any Access Licence issued under it but only for its statutory time bar and insofar as it relates to a matter arising prior to expiry or termination. The Carrier acknowledges that the Council need not incur any expense before enforcing its right of indemnity.

- (c) The Carrier's indemnity under this clause 24, shall be limited in the event that a wrongful act or omission, negligence or breach of this Agreement by the Council has contributed to the Claim or Loss, but only to the extent of the Council's contribution.
- (d) The Council will take reasonable steps to mitigate any liability, Loss, Claim, damage, cost or expense.

24.2 Application and limitation of indemnity

The Carrier's indemnity under clauses 24.1(a) and 24.1(b) applies regardless of whether:

- (a) The Carrier has complied with any guideline or code of practice (including the Rules and Standards) applicable to the Carrier's Equipment or the Works; or
- (b) the Council or any of its Personnel have inspected or approved any aspect of the Works or the Carrier's Equipment or its design or location, or issued any instructions in relation to the Carrier's Equipment or Works.

The indemnity provided by the Carrier under clause 24 will not exceed \$30 million per event.

24.3 Defence of indemnity claim

- (a) The Council must cooperate with the Carrier and its insurer wherever reasonably possible in the event of a Claim brought solely against the Carrier.
- (b) The Council and the Carrier must co-operate and coordinate in respect of any claim the subject of an indemnity under this clause 24.2.

25 RELEASE OF THE COUNCIL FROM LIABILITY

- (a) To the maximum extent permitted by law, the Carrier releases the Council from all liability to the Carrier in contract, tort (including negligence), under statute or otherwise, for any loss or damage the Carrier suffers arising or in any way connected with:
 - (i) this Agreement;
 - (ii) the use of the Council Property and any land on which the Council Property is situated;
 - (iii) the Carrier's Equipment; and
 - (iv) any Works undertaken by or on behalf of the Carrier.
- (b) The Carrier acknowledges that it has not relied and will not rely on, except as expressed in this Agreement, any warranties, representations or undertakings made or given by the Council in relation to or in any way connected with this Agreement, including without limitation the fitness of the Council Property and other facilities for the purposes of affixing or removing the Carrier's Equipment.
- (c) The release does not apply to the extent that any wrongful act or omission, negligence or breach of this Agreement of or by the Council contributed to the Carrier's loss or damage or the third-party incurring loss.
- (d) A Party will not be liable to the other Party for any Consequential Loss arising out of or in any way connected with this Agreement, suffered by that other Party or claimed against the other Party by any third-party.
- (e) The limitation on liability in clause 25(d) does not apply to the extent that any Consequential Loss is caused or contributed by:
 - (i) any negligence or injury or death to any person; or

- (ii) a breach of this Agreement.

26 SECURITY

26.1 Carrier to provide Security

- (a) The Carrier must provide the Security to the Council on or before the date of execution of this Agreement.
- (b) The Council may draw upon the Security:
 - (i) where it incurs any costs due to the Carrier's failure to perform its obligations under this Agreement; and
 - (ii) for the purposes of enforcing its rights under this Agreement without further recourse to the Carrier.
- (c) Where the Council claims upon the Security under 26.1(b), the Carrier must immediately provide to the Council a replacement Security so that at all times the Council is in possession of the Security in the sum specified in Item 8 of [Schedule 1](#).

27 INSURANCE

27.1 Policy requirements

- (a) The Carrier must take out and maintain the following insurances under one or more policies of insurance with respect to all applicable Sites:
 - (i) public and product liability insurance for the minimum value of \$30 million per occurrence, and which covers legal liability for the Carrier and the Carrier's Personnel to any third party (including Council) for:
 - (A) personal injury or death of any person (other than an employee of the Carrier); and
 - (B) any loss of or damage to any physical property that is under the care or control of the Carrier,
 - (ii) contractor's all risk insurance covering the Carrier and its Personnel for:
 - (A) full reinstatement or replacement value of works completed on any Site, inclusive of consultants' fees, debris removal and expediting expenses; and
 - (B) the Carrier's obligations under this Agreement and all relevant Access Licences;
 - (iii) workers' compensation insurance for the Carrier and its Personnel, while carrying out any Permitted Purpose;
 - (iv) property risk insurance for any Carrier's Equipment that is Installed on any relevant Site for:
 - (A) the full replacement or reinstatement value; and
 - (B) Force Majeure Events;
 - (v) sufficient business interruption insurance for Loss arising from any Force Majeure Event;
 - (vi) Comprehensive Motor Vehicle Insurance;

27.2 Ancillary requirements

- (a) The Carrier must:
 - (i) Fully inform the insurers of all matters and things that may affect the operation of any insurances or the payment of any claims;
 - (ii) ensure that any person or party who has insurances to which this Agreement applies:
 - (A) rectifies anything which may invalidate or otherwise prejudice the insurance; and
 - (B) does not do or fail to do anything that would entitle the insurer to avoid its obligations under a relevant policy or reduce the amount payable for any claim;
 - (C) use reasonable endeavours to ensure that any of the Carrier's Personnel who are involved in carrying out the Permitted Purpose have insurances consistent with clause 27.1; and
 - (iii) give Council a copy of the certificate of currency for each policy that is required under clause 27.1:
 - (A) before the commencement of the first relevant Licence; and
 - (B) promptly upon request of Council (but not more frequent than once annually).

27.3 Period of insurance

- (a) The Carrier must take out and maintain insurances under clause 27.1 and ensure contractors and subcontractors take out and maintain such insurances, until:
 - (i) the date which is 7 years after the Carrier has discharged all of its obligations under each Licence to which this Agreement applies and this Agreement, in the case of professional indemnity insurance; or
 - (ii) for all other insurances, on the date which is the later of:
 - (A) 6 months after the last Licence to which this Agreement applies comes to an end; and
 - (B) the date all obligations under each Licence to which this Agreement applies and this Agreement have been discharged by the Carrier.

27.4 Non-compliance

- (a) If:
 - (i) the Carrier or any of its Personnel fail to effect or maintain any insurances that are required under this Agreement;
 - (ii) Council is aware that an insurer has cancelled or becomes entitled to cancel or avoid the obligations under any of those policies; or
 - (iii) acting reasonably, Council determines that an insurer may be incapable of meeting a claim,

clause 29 will apply without limitation and Council may terminate this Agreement and any relevant Access Licence.

27.5 Self-Insured Carriers

- (a) To the extent:
 - (i) the Carrier has represented to Council that it holds a sufficient self-insurance regime in lieu of taking out and maintaining (one or more) of the insurance required under clause 27.1;
 - (ii) the Council determines (at its sole discretion) that the Carrier's self-insurance regime satisfies and, will continue to satisfy the requirements set out in this Agreement;
 - (iii) the Carrier provides, to the satisfaction of Council, evidence of its continued compliance with, and maintenance of, the self-insurance regime (at any time, promptly after a request from Council), in accordance with the information and representations contained in this Agreement; and
 - (iv) at all times maintains the self-insurance regime, in accordance with any relevant information provided to Council by the Carrier under this Agreement,

then the Carrier is not bound by the relevant equivalent provision in clause 27.1, in lieu of and to the extent the Carrier strictly complies with this clause 27.5.
- (b) The Carrier must immediately give notice to Council if it is no longer in compliance with all or any part of clause 27.5 or there is any other material change to its self-insurance regime which may adversely impact on this Agreement or any Access Licence.
- (c) If the Carrier breaches the requirements of this clause 27.5, then:
 - (i) the requirements of clause 27.1 will apply to the Carrier; and
 - (ii) Council may, to the extent of any breach of clause 27.1, immediately exercise any of its rights under this Agreement or any Access Licence consequent upon such breach (including Council's rights under clause **Error! Reference source not found.**).

28 TERMINATION

28.1 Events of default

Each of these events or circumstances is an Event of Default:

- (a) **(non-payment)** if either Party fails to pay any amount (other than a disputed amount) that is due and payable by it under this Agreement when it is due and the payment is not made within 20 Business Days after the Party notifies the other Party to pay the amount;
- (b) **(other obligations)** if either Party fail to comply with any of its obligations under this Agreement (other than a failure referred to elsewhere in this clause) and:
 - (i) that the failure cannot be remedied; or
 - (ii) that the failure can be remedied, and the failure is not remedied within 20 Business Days after the Party notifies the other Party to remedy it; or
- (c) **(Insolvency Event)** if an Insolvency Event occurs in respect of either Party or any of its subsidiaries.

28.2 Termination of the Agreement

- (a) If either Party commits an Event of Default, the innocent Party may notify the other Party of the default and must give the other Party 10 Business Days to rectify the

default. If the default is not capable of remedy, or if the other Party does not rectify the default within that time to the satisfaction of the Party, the Party may terminate this Agreement immediately by notice in writing to the other Party.

- (b) Either Party may terminate this Agreement and all Access Licences by providing 10 Business Days written notice to the other party if the Carrier ceases to hold a carrier licence under the Telecommunications Act.
- (c) Subject to clause 2(g) and excluding termination under 28.2(b), if this Agreement is terminated for whatever reason or expires, all provisions relevant to any existing Access Licence will survive and will continue to apply in respect of those existing Access Licences.

28.3 Termination of an Access Licence

- (a) The Carrier may immediately terminate an Access Licence by written notice to the Council if:
 - (i) the Council has committed a material breach of the Access Licence which is not capable of remedy or, if capable of remedy, is not remedied within 20 Business Days of the Carrier giving the Council notice in writing of such breach, or such other period as is agreed by the Parties;
 - (ii) an Approval required under clause 9.1 is cancelled;
 - (iii) the Carrier ceases to be a licensed telecommunications carrier;
 - (iv) an Insolvency Event occurs in relation to the Council;
 - (v) the Council's rights in relation to the Council Property the subject of that Access Licence cease to exist or are cancelled;
 - (vi) the Council Property the subject of that Access Licence is destroyed or damaged or otherwise rendered unfit for the Permitted Use;
 - (vii) clause 33.3 (Force Majeure) applies;
 - (viii) the Permitted Use is materially compromised as a result of the emergence of physical interference or radio interference other than as a result of a breach of this Agreement by the Carrier. The Carrier must provide the Council with independent evidence of such material interference at least 7 days prior to exercising its rights under this clause;
 - (ix) there is a change to telecommunications technology such that continued use of the attached the Carrier's Equipment on the Council Property by the Carrier is no longer financially justified nor technically viable;
 - (x) the Carrier is advised by the Council that the Council proposes to abandon, remove or replace the Council Property; or
 - (xi) the continued use of the relevant attached Carrier's Equipment on the Council Property by the Carrier no longer serves the network objectives of the Carrier or is not technically viable.
- (b) The Carrier may terminate an Access Licence at any time by providing at least five Business Days' prior notice, removing the Carrier's Equipment from the relevant Council Property and reinstating the Council Property to the same condition that it was in prior to first access by the Carrier, fair wear and tear excluded.
- (c) If the Carrier's Equipment is permanently removed from a Council Property, so that no Carrier's Equipment is located on that Council Property, the Council will calculate the pro rata amount of the Licence Fee for the remainder of the relevant year and refund

that amount to The Carrier. Licence Fees in relation to other Access Licences will not be affected.

28.4 Termination of an Access Licence by the Council

The Council may immediately terminate an Access Licence by written notice to the Carrier if:

- (a) the Council Property the subject of that Access Licence is destroyed or damaged other than due to the actions or omissions of the Council, so as to render the Council Property unfit for the purposes of the Access Licence and the Council notifies the Carrier that it will not re-build; or
- (b) the Carrier has committed a material breach of the Access Licence which is not capable of remedy or, if capable of remedy, is not remedied within 20 Business Days of the Council giving the Carrier notice in writing of such breach, or such other period as is agreed by the Parties; or
- (c) the Carrier fails to rectify a Defect under clause 13.2(a); or
- (d) the Carrier fails to install and operate the Carrier's Equipment as approved in the Access Licence on the relevant Council Property within 6 months of an Access Licence being signed by the Council; or
- (e) The Carrier's Equipment as installed on a Council Property has remained defective and/or not utilised and/or not operational for the purpose of operating telecommunications networks and providing telecommunications services, or the Carrier has removed the Carrier Equipment without replacement for a period exceeding 6 months in any 12-month period during the term of any Access Licence.

28.5 Impact of Termination of an Access Licence

Termination of an Access Licence under clauses 28.3 and 28.4 does not affect any other Access Licence or this Agreement.

29 PULL DOWN REQUIREMENT

- (a) Where this Agreement expires, or where any Access Licence is terminated or expires, the Carrier must, at its own cost:
 - (i) remove the relevant Carrier Equipment within 3 months after the earlier of expiry of the Access Licence or termination of the Access Licence; and
 - (ii) reinstate the Council Property to the state it was in prior to the Carrier accessing it, fair wear and tear excluded.
- (b) The Carrier hereby irrevocably appoints the Council as the Carrier's agent and empowers the Council to deal with the Carrier Equipment on the Carrier's behalf (including by appointing subcontractors to act on the Council's behalf in exercising such powers) in the circumstances set out in clause 29(c).
- (c) If the Carrier has not removed the Carrier's Equipment within the timeframe set out in clause 29(a) above:
 - (i) the Carrier will remain liable for and will pay to the Council all fees and charges due under the relevant Access Licence (including Licence Fee concerning the period following termination or expiry) under this Agreement until the Carrier's Equipment is removed from the Council Property;
 - (ii) the Carrier must pay to the Council the Unauthorised Equipment Fee for the period until all relevant Carrier Equipment has been removed from the Council Property; and

- (iii) the Council may exercise its power as agent of the Carrier (including via its subcontractors) to remove the Carrier Equipment from the Council Property and store or otherwise dispose of the Carrier's Equipment and the Council will have no liability to the Carrier for such Carrier Equipment if it exercises its power as agent under this clause 29. The Carrier must bear any reasonable expenses incurred by the Council in removing and/or storage of the Carrier Equipment. The parties agree that any action taken by the Council (or its subcontractors) pursuant to this clause will be deemed to be actions taken with the authority of, and on behalf of, the Carrier.
- (d) In the event that the Council does not issue a notice requiring the Carrier to remove the Carrier's Equipment in accordance with clause 29(a) above, the terms and conditions of this Agreement continue to apply in respect of any of the Carrier's Equipment that remains attached to the Council Property, until such time as the Carrier's Equipment is removed in accordance with this clause 29.
- (e) While the Carrier remains in breach of clause 29(a) the Council will be entitled to reject any existing or further Access Applications until the Carrier's Equipment has been removed and may rely on its rights under clause 26.1(b).
- (f) The Carrier acknowledges and agrees that any breach by it of clause 29(a) may cause immediate and irreparable harm to the Council which is not adequately compensable by monetary damages. Accordingly, the Carrier acknowledges and agrees that the Council may seek equitable relief, including injunctive relief and specific performance in relation to such breach.

30 CONFIDENTIALITY AND INTELLECTUAL PROPERTY

30.1 Prohibited acts

No Party shall, without the other Party's prior written consent, copy or disclose or cause to be copied or disclosed any Confidential Information of the other Party other than to the Party's employees, contractors, legal advisers, auditors or other consultants requiring the information for the purposes of this Agreement upon those persons undertaking to the Party to keep that information strictly confidential.

30.2 Permitted uses

Each Party may only make use of Confidential Information of the other Party to the extent necessary to enable the Party to perform its obligations under this Agreement.

30.3 Excluded information

For the purposes of this clause 30, Confidential Information does not include any information which the receiving Party can establish:

- (a) was in the public domain when it was disclosed to the receiving Party;
- (b) becomes, after being disclosed to the receiving Party, part of the public domain, except through disclosure in breach of this Agreement;
- (c) was already in the receiving Party's possession when it was disclosed to the receiving Party and was not otherwise acquired from the other Party directly or indirectly; or
- (d) was lawfully disclosed to the receiving Party by a third-party having the unrestricted legal right to disclose that information without requiring the maintenance of confidentiality.

30.4 Excepted disclosures

The obligations in this clause 30 do not apply to a receiving Party where the receiving Party is required by law to disclose any Confidential Information of the other Party and promptly gives

notice to the other Party and discloses only that portion of such Confidential Information which it is legally required to disclose.

30.5 Return of Confidential Information

Each Party agrees that on the earliest of a request from the other Party or termination or expiration of this Agreement it will deliver to that other Party any and all materials containing or embodying that other Party's Confidential Information and any copies thereof.

30.6 Protecting Confidential Information

Each Party shall take all reasonable steps to enforce the confidentiality obligations imposed or required to be imposed by this clause 30 including diligently prosecuting at its cost any breach or threatened breach of any such confidentiality obligations by any person to whom it has disclosed or allowed to access Confidential Information, or at the option of the other Party to co-operate with that Party in any action that Party may take to protect the confidentiality of its Confidential Information.

30.7 Intellectual Property

- (a) The Parties acknowledge and agree that the Council retains ownership of all of its Intellectual Property and the Carrier retains all Intellectual Property rights in the Carrier's Equipment (if any).
- (b) The Council grants to the Carrier a non-exclusive and royalty free licence to use the Intellectual Property owned by the Council in the Council Property for the term of the Agreement within the Council local government area for the purpose of attaching or installing, operating and maintaining the Carrier's Equipment in accordance with this Agreement and for no other purpose.
- (c) The Carrier must not take any steps to damage or adversely impact the Council's Intellectual Property.
- (d) The Carrier must notify the Council as soon as it becomes aware of any infringement or suspected infringement of the Council's Intellectual Property by the Carrier.
- (e) Each Party warrants that the provision and use of material provided by that Party pursuant to this Agreement will not infringe a third-party's Intellectual Property rights.

31 LAND BANKING NOT PERMITTED

- (a) Without prejudice to any other clause of this Agreement, the Carrier will not be permitted to use this Agreement or any Access Licence to land bank a Council Property.
- (b) For the purposes of this clause 31 "land bank" refers to conduct, intentional or otherwise, by the Carrier whereby a Council Property is the subject of an Access Licence obtained by the Carrier and the Carrier fails to use the Council Property for the Permitted Use with the effect that the Council is unable to obtain revenue for the Council Property.

32 GST

- (a) Where GST is imposed on a taxable supply made in connection with this Agreement and the recipient of that taxable supply receives a tax invoice for that supply, the recipient must pay the GST to the supplier (without deduction or set-off) to the extent the GST is consideration for that taxable supply. If the consideration for that supply does not expressly include GST, the GST must be paid by the tax invoice due date if the tax invoice is received by the recipient at or prior to the invoice due date, or otherwise within 20 Business Days of the receipt of the tax invoice.

- (b) If one party is required to indemnify or reimburse another party (Payee) for any cost, loss or expense, the indemnity or reimbursement payable does not include any amount for which the Payee (or an entity grouped with the payee for GST purposes) is entitled to an input tax credit, but will be increased in accordance with clause 32(a) if the amount payable is consideration for a taxable supply.
- (c) In this Agreement:
 - (i) terms used that are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (**GST Act**) have the meaning given in that Act, unless the context makes it clear that a different meaning is intended; and
 - (ii) consideration includes non-monetary consideration, in respect of which the Parties must agree on a market value, acting reasonably; and
 - (iii) in addition to the meaning given in the GST Act, the term "GST" includes a notional liability for GST.

33 FORCE MAJEURE

33.1 Force Majeure

Notwithstanding any other terms of this Agreement, if a Party is unable (wholly or in part) by reason of a Force Majeure Event to carry out its obligations pursuant to this Agreement or an Access Licence, then the obligations of that Party are suspended (except for any obligation to pay money) so far as they are affected by the Force Majeure Event.

33.2 Force Majeure Event

If a Force Majeure Event occurs, the affected Party agrees to:

- (a) give the other Party prompt written notice of the Force Majeure Event and, to its reasonable knowledge, the potential extent to which that Party will be unable to perform or will be delayed in performing its obligations under this Agreement or the applicable Access Licence; and
- (b) use all possible diligence to remove the Force Majeure Event and/or the effect of it as quickly as practicable but will not, by virtue of this provision, be required to settle strikes, lockouts or other industrial disturbances on terms contrary to its wishes.

33.3 Termination for continuation of Force Majeure

If a Force Majeure Event continues for a period of 2 months from the start date of the Force Majeure Event and the affected Party is unable to carry out its obligations under this Agreement or an Access Licence for that period, the unaffected Party may terminate this Agreement or the Access Licence (as applicable) by giving 7 days' written notice to the affected Party upon expiration of the initial 2-month period. If this Agreement or an Access Licence is terminated under this clause 33.3, all provisions relevant to any other existing Access Licences will survive and will continue to apply in respect of those existing Access Licences.

33.4 Effect of termination

If a Party terminates this Agreement or an Access Licence pursuant to clause 33.3, the Parties are not liable to each other for any delay, loss or failure to perform their obligations, except the obligation to pay any money accruing prior to the termination date.

34 DISPUTE RESOLUTION

34.1 Non-severance

This clause 34 shall survive despite the fact this Agreement has been terminated or deemed invalid.

34.2 Party not to commence proceedings

Subject to clause 34.18, a Party must not commence court proceedings in respect of a Dispute unless it has complied with this clause 34.

34.3 Dispute Notice

If a Dispute arises, either Party may serve a notice (**Dispute Notice**) on the other Party outlining the nature of the Dispute and proposed solutions and requiring the defaulting Party to institute remedial action.

34.4 Resolution by consultation and negotiation

- (a) Following service of a Dispute Notice both Parties must use reasonable endeavours to resolve the Dispute by consultation and negotiation having regard to their respective statutory rights and obligations in the following manner:
 - (i) the relevant managers of the Parties responsible for managing the Dispute must negotiate in good faith to try to resolve the Dispute;
 - (ii) if the Dispute is not resolved within 10 Business Days after the service of the Dispute Notice or such longer period as the managers referred to in clause 34.4(a)(i) agree, the Dispute must be referred to senior representatives (as reasonably determined by each Party) of the Parties; and
 - (iii) such senior representatives must negotiate in good faith and take reasonable steps to resolve the Dispute within 15 Business Days.
- (b) Unless otherwise agreed between the Parties, each Party must bear its own costs in relation to resolution of a Dispute under clause 34.4(a).

34.5 Referral of dispute to expert determination

If the Dispute is not resolved within the period referred to clause 34.4(a)(iii), either Party may refer the Dispute for an expert determination, pursuant to this clause.

34.6 Appointment of expert

- (a) The Parties may agree to appoint a particular person the expert.
- (b) Failing agreement between the Parties, either Party may request the President for the time being of the law society of the relevant State or Territory in which the relevant Council Property is located (**President**) to appoint the expert. The request shall include copies of the Notice of Dispute, any response to the Notice of Dispute, and include a request that the President appoint the expert as soon as possible and advise the Parties in writing of the appointment.
- (c) Where the President is requested to appoint an expert in accordance with clause 34.6(b), a Party shall not make any request or suggestion that a particular person be appointed as the expert.

34.7 Replacement of expert

If the expert appointed under clause 34.6 dies or resigns during the expert determination, the Parties may agree to appoint a substitute expert in accordance with the procedures established by clause 34.6.

34.8 Disclosure

- (a) If the expert becomes aware at any stage of any circumstance that might reasonably be considered to adversely affect the expert's capacity to act independently or impartially, the expert must inform the parties immediately.
- (b) In such circumstances the appointment of the expert will terminate, unless the parties agree otherwise.

34.9 Role and powers of the expert

The expert will:

- (a) act as an expert and not as an arbitrator;
- (b) act independently of, and act fairly and impartially as between the parties, giving each party a reasonable opportunity of presenting its case and countering any arguments of any opposing party, and a reasonable opportunity to make submissions on the procedure or the expert determination;
- (c) proceed in any manner the expert thinks fit;
- (d) determine whether it is appropriate to co-opt legal or other technical expertise to assist the coordination of the dispute;
- (e) conduct any investigation which the expert considers necessary to resolve the dispute;
- (f) examine such documents, and interview such persons, as the expert may require; and
- (g) make such directions for the conduct of the expert determination as the expert considers necessary.

34.10 Steps leading to commencement of expert determination

- (a) Within 10 Business Days after the expert has been appointed, the expert shall provide the Parties with an estimate of the fees and disbursements in the expert determination. Unless otherwise agreed by the Parties and subject to clause 34.10(b), the Parties shall provide the expert with a security deposit in a form acceptable to the expert in the amount of the estimate.
- (b) If the Parties agree (acting reasonably) that the estimate provided by the expert under clause 34.10(a) is unreasonable or excessive, the Parties may appoint a different expert and the process set out in 34.6 will apply
- (c) The Parties agree to comply with any procedural directions the expert may give in the preparation for or in the course of a preparatory conference.

34.11 Representation and attendance

During any conference or any stage of the expert determination, the Parties may wish to be represented by a legal representative and other persons with information or knowledge relevant to the expert determination.

34.12 Obligations of Parties

The Parties shall take all reasonable steps for the expeditious and cost-effective conduct of the expert determination. These steps include but are not limited to complying without delay with any direction or ruling by the expert as to the procedural or evidentiary matters.

34.13 Confidentiality

Confidential information disclosed to the expert by the Parties or by others attending in the course of the expert determination shall not be divulged by the expert, unless authorised in writing by both Parties. The Parties agree that they will not compel the expert to divulge records, reports or other documents (electronic or otherwise) received by the expert while serving in that capacity, or testify in regard to the expert determination in any adversarial proceeding, judicial forum or body.

34.14 Determination of expert

The determination of expert:

- (a) must be in writing, accompanied by reasons;
- (b) Will be final and binding; and
- (c) is not an arbitration within the meaning of any Law.

34.15 Costs

Each Party must:

- (a) bear its own costs in respect of any preparation and/or representation at any expert determination; and
- (b) pay one-half of the expert's costs and any incidental costs of facilitating the expert determination, including (but not limited to):
 - (i) venue;
 - (ii) hired equipment; and
 - (iii) refreshments.

34.16 Payment of interest

Unless otherwise agreed by the Parties the expert determination may include the payment of interest on any monetary component of the expert determination in such amount as the expert may determine.

34.17 Continued performance

Unless the Dispute makes it impossible to do so, the Parties will continue performing their respective obligations under this Agreement while the Dispute is being resolved (including without limitation the payment by the Carrier of Licence Fees).

34.18 Urgent relief

Nothing in this clause prevents a Party from seeking relief, from a court of appropriate jurisdiction, in respect of actions or omissions by the other Party, which the Party seeking relief reasonably considers to be sufficiently serious to warrant urgent or injunctive relief.

34.19 Telecommunications Act and Radiocommunications Act.

Despite anything in this clause 34, the Parties agree that any Dispute which relates to the application or interpretation of the Telecommunications Act or the *Radiocommunications Act 1992* (Cth) may be dealt with:

- (a) in accordance with the dispute resolution procedures provided for in the relevant act ; and
- (b) through legal proceedings.

35 GENERAL**35.1 Governing law**

- (a) This Agreement and any dispute arising out of or in connection with this Agreement is governed by the laws of the relevant State or Territory in which the Council Property is located.
- (b) Each Party submits to the exclusive jurisdiction of the courts of the relevant State or Territory in which the Council Property is located and courts of appeal from them, in respect of any proceedings arising out of or in connection with this Agreement.

35.2 Telecommunications Act

- (a) The Council agrees that it does not require written notice under clause 17(1) Division 5 Part 1 of [Schedule 3](#) of the Telecommunications Act for the Carrier to undertake the Permitted Use.
- (b) Notwithstanding clause 35.2(a), the Carrier acknowledges that it is bound to comply with the terms of this Agreement and any Access Licence.

Each Party must pay its own expenses incurred in negotiating, executing, stamping and registering this Agreement.

35.3 Amendment

This Agreement can only be amended or replaced by another document executed by the Parties.

35.4 Assignment

- (a) Subject to 35.4(b), the Carrier may only assign, transfer or novate this Agreement, or encumber, declare a trust over or otherwise deal with its rights under this Agreement with the prior written consent of the Council, such consent not to be unreasonably withheld or delayed.
- (b) The Carrier may, without the need to seek the Council's consent:
 - (i) assign, transfer, or novate its rights under this Agreement or any Access Licence or both to any entity that assumes or purchases all or substantially all of the assets of the Carrier, or to a Related Body Corporate or another carrier (as defined under the Telecommunications Act). The Carrier must give notice of the assignment, transfer or novation to the Council as soon as reasonably practicable after the assignment, transfer or novation; and
 - (ii) grant a mortgage or charge over its assets generally, provided that the chargee will not be granted power of sale over this Agreement or a right of entry into possession of a Council Property or any other right and/or power which may conflict with the rights of the Council under this Agreement.

- (c) The Carrier may sublicense its rights under this Agreement or any Access Licence only with the prior written consent of the Council and subject to the Council's absolute discretion. The Carrier must provide any material reasonably requested by the Council (including a copy of the proposed sublicense) for its consideration when applying for consent to sublicense. In the event that approval is granted by the Council, the Carrier must pay the Council an increased licence fee to reflect the increased telecommunications services (if any) to be provided from the Council Property. The Carrier will be solely responsible for the management and co-ordination of each sublicensee and will remain solely responsible at all times for ensuring the compliance of any sublicensee to the terms set out in this Agreement. The Carrier will be liable to the Council for the acts, defaults and omissions of sublicensees as if they were those of the Carrier.
- (d) The Council may assign, transfer or novate this Agreement, or any Access Licence (or both) to a third-party, including in connection with a local government authority amalgamation provided the Council procures at the Council's cost a deed from the incoming party in favour of the Carrier agreeing to be bound by this Agreement (and/or any Access Licence as the case may be) as if that party was the Council. The Council must notify the Carrier as soon as practicable following such assignment, transfer or novation.
- (e) With effect from the date of assignment of this Agreement by the Carrier, the Carrier and the Council release each other from all obligations and liabilities under this Agreement but without prejudice to any prior claim or remedy which either party may have against the other or from any obligation or liability that occurred before the assignment date.

35.5 Giving effect to documents

Each Party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other Party may reasonably require to give full effect to this Agreement.

35.6 Operation of this Agreement

- (a) This Agreement contains the entire agreement between the Parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Agreement and has no further effect.
- (b) Any right that a person may have under this Agreement is in addition to, and does not replace or limit, any other right that the person may have, except where those rights are expressly limited by this Agreement.
- (c) Any provision of this Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Agreement enforceable, unless this would materially change the intended effect of this Agreement.

35.7 Continuing operation of provisions

Clauses 24, 25, 27.4, 29 and 30 survive the expiry or termination of this Agreement but only for their statutory time bar and insofar as it relates to a matter arising prior to expiry or termination.

35.8 Notices

- (a) A notice, consent or other communication under this Agreement is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail or email.
- (b) A notice, consent or other communication that complies with this clause is regarded as given and received:

- (i) if it is delivered, when it has been left at the addressee's address;
- (ii) if it is sent by mail, seven Business Days after it is posted;
- (iii) if it is sent by email:
 - (A) if it is transmitted by 5.00pm (in the time zone relevant for the capital city of the State or Territory in which the Council Property is located) on a Business Day – on that Business Day; or
 - (B) if it is transmitted after 5.00pm (in the time zone relevant for the capital city of the State or Territory in which the Council Property is located) on the Business Day, or on a day that is not a Business Day – on the next Business Day.
- (c) A person's addresses and email are those set out in Item 11 of Schedule 1, or as the person notifies the sender from time to time.

35.9 Counterparts

This Agreement may be signed in any number of counterparts which together will constitute the one agreement.

35.10 Electronic signing

- (a) The Parties consent to this Agreement being signed by or on behalf of a Party by an Electronic Signature.
- (b) Where this Agreement is Electronically Signed by or on behalf of a Party, the Party warrants and agrees that the Electronic Signature has been used to identify the person signing and to indicate that the party intends to be bound by the Electronic Signature.
- (c) This Agreement may be Electronically Signed in any number of counterparts which together will constitute the one agreement.
- (d) The Carrier must upon request promptly deliver a physical counterpart of this Agreement with the handwritten signature or signatures of the Carrier and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this Agreement. .

35.11 Waiver

- (a) Except as provided at law or in equity or elsewhere in this Agreement, none of the provisions of this Agreement may be varied, waived, discharged or released, except with the prior written consent of the parties.
- (b) No waiver by or on behalf of any party of any breach of any provision of this Agreement will take effect or be binding on that party unless it is expressed in writing under the authority of that party. Any waiver will extend only to the particular breach waived and will not limit or affect any right with respect to any other or further breach.

Schedule 1

Agreement Details

Item	Item description	Item details	
2	Agreement Commencement Date	[insert]	
3	Initial Term	[insert] years, expiring on [insert]	
4	Renewal Term	[insert] years	
5	Licence Fees	[Insert fees]	
6	Annual % increase	The Licence Fees payable under this Agreement will be increased annually on each anniversary of the Commencement Date by the greater of [insert]% and the percentage increase in the CPI since the Commencement Date (in the case of the first adjustment) or the previous 1 July (in the case of all subsequent adjustments).	
7	Nominated Account	Bank:	[Insert Bank Name]
		Branch:	[Insert Branch Name]
		Account Name:	[Insert Account Name]
		BSB No.:	[Insert BSB]
		Account No.:	[Insert Account Number]
8	Security	[Insert security deposit requirements]	
9	Existing Sites	[Insert list of existing sites in LGA or N/A if not existing sites]	
10	Excluded areas	[Insert any excluded areas – ref cl 6.8(f). Or insert “not applicable”]	

Item	Item description	Item details	
11	Address for Notices	Council	Address: [Insert address] 24 hour phone number: [Insert phone number] Email Address: [Insert email] Attention: [Insert contact name]
		Carrier	Address: [Insert address] 24 hour phone number: [Insert phone number] Email Address: [Insert email] Attention: [Insert contact name]

Schedule 2

Access Licence Template

DISCLAIMER FOR THE ACCESS LICENCE

1. This Access Licence (**Licence**) is a template document that governs the terms and conditions under which a telecommunications carrier (**Carrier**) may install and operate equipment on council-owned infrastructure, such as Multi-Function Poles (**MFPs**).
2. The Licence is intended to be used as a starting point for negotiation between the parties involved and should be reviewed and adapted to suit the specific circumstances and requirements of each proposed installation. Independent legal advice should be obtained before entering into any Access Licence or agreement based on this template.
3. ALGA and CCCLM expressly disclaim any and all liability for reliance upon the Licence without proper legal review and negotiation between the parties. This includes, but is not limited to, any claims, damages, losses, liabilities, costs, or expenses arising from or in connection with the use of the Licence or any information contained therein, as well as any disputes or claims related to intellectual property rights or data protection.
4. To the extent permitted by law, ALGA and CCCLM exclude all conditions, warranties, and representations, whether express or implied, in relation to the Licence.

ACCESS LICENCE

THE COUNCIL OF [INSERT COUNCIL NAME]

(ABN [INSERT ABN])

[INSERT CARRIER NAME]

(ABN [INSERT ABN])

FOR [Insert name of Site and Asset ID number or other unique identifier]

THIS ACCESS LICENCE is made on **[INSERT DATE]**

between	[Insert Council Name, ABN and address] (the Council); and
and	[Insert Carrier Name, ABN and address] (the Carrier)

BACKGROUND

- A. The Council owns the Council Property which is located in the Council's local government area.
- B. The Carrier wishes to install and operate the Carrier's Equipment on or in the Council Property.
- C. The Council and the Carrier entered into the General Facilities Access Agreement on **[insert date]**.
- D. The approved Access Application, the General Facilities Access Agreement and this Access Licence together set out the terms on which the Carrier may install, operate and maintain the Carrier's Equipment on or at the Council Property for the Permitted Use.

TERMS

- 1. Capitalised terms used in this Access Licence have the meaning provided by the Agreement.
- 2. The Carrier will install and operate the Carrier's Equipment as set out in the Access Application approved by the Council with respect to the Council Property.
- 3. The terms of the General Facilities Access Agreement are incorporated into and form part of and may be enforced through this Access Licence.
- 4. The particulars of the Access Licence are specified below:
 - (a) the Council Property is described in Item 1 of [Annexure A](#);

- (b) the Carrier's Equipment that the Carrier may initially attach on, at or within the Council Property is described in Item 2 of [Annexure A](#);
- (c) the location at which the Carrier may initially attach or install the Carrier's Equipment on, to or within the Council Property is described in Item 1 of [Annexure A](#);
- (d) the Carrier's Equipment, location and related specifications are as set out in [Annexure C](#);
- (e) if any Make Ready Work is required to be undertaken at the Council Property to allow the Carrier's Equipment to be attached, then that is specified in Item 3 of [Annexure A](#); and
- (f) the Licence Fee is specified in Item 4 of [Annexure A](#); and
- (g) the Special Conditions (if any) set out in Item 6 of [Annexure A](#) apply to the Access Licence and prevail over the terms of the Agreement to the extent of any inconsistency.

Annexure A to the Access Licence

Item No.	Item Description	Item Details
1	Facility	Description of Council Property: [insert] Property ID: [insert] [insert any other details to accurately and completely identify the relevant Council Property to which access is being granted including if appropriate reference to any relevant sketch plans etc]. As further described in Annexure D
2	The Carrier's Equipment and location	See Annexure C.
2a	Volumetric Space for The Carrier's Equipment	[insert] cubic metres.
3	Make Ready Work	Does the installation of the Carrier's Equipment at the Council Property require Make Ready Works? Yes* ☐ No ☐ Make Ready Work to be undertaken by: The Carrier ☐ City ☐ * Note – The Carrier must not attach any of the Carrier's Equipment to any Facility until it has received written confirmation from the Council that the Make Ready Work is fully complete. [Insert details of Make Ready Works, if any]
4	Licence Fee	The Licence Fee is \$ [complete in accordance with GFAA Schedule 1 – Licence Fees.] per year.

Item No.	Item Description	Item Details
5	Unauthorised Equipment Fee	\$[insert] per year. If nothing stated, double the amount in Item 4 of this Annexure A per year.
6	Special Conditions	The following conditions apply to this Access Licence and prevail over the Agreement to the extent of any inconsistency: [Insert any special conditions otherwise insert "Not applicable".]
7	Access Licence Commencement Date	[Insert date of Access Licence is signed by the Council.]
8	Access Licence Term	[insert] years, expiring on [insert]
9	Access Licence Renewal Term	[insert] years

Annexure B to the Access Licence

Approved Access Application

Annexure C to the Access Licence

For construction design and equipment specification

[Insert Design and Carrier's Equipment specifications]

Annexure D to the Access Licence

Facility

[Insert plans, sketch and any other drawings appropriate to describe the Facility]

EXECUTED as an agreement

Signed by

[Insert Council Name and ABN] by its duly authorised officer, in the presence of:

Signature of officer

Signature of witness

Name of officer

Authorised delegate pursuant to **[Insert relevant authorising section of jurisdiction's Local Government Act]**

Signed by [CARRIER NAME] (ABN) in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of Director

Signature of Director/Secretary

Name (printed)

Name (printed)

Schedule 3

Carrier's Emergency Work Process

Notes for use of the Carrier's Emergency Work Process:

1. This is the Emergency Work Process as at the Commencement Date.
2. The Emergency Work Process may be updated by the Carrier by notice to the Council from time to time.
3. The Emergency Work Process is made up of the Carrier Small Cell Isolation Procedure (attached), which is to be used where an isolation switch has been installed on the Council Property.

Schedule 4

Access Application Template

Section A – [Insert Carrier Name and ABN]

Please provide the following information:

Company Name and ABN	
Company address	
Nominated Point of Contact:	
Position/Title:	
Telephone Number:	
Email Address:	
General Facility Access Agreement Details:	

Section B – Council Property Details

Please provide the following information in relation to the Council Property:

Council asset number (as directed by the Council)	
Street address	
GPS co-ordinates	
Proposed construction period	
Name of Party site code reference	

Section C – Carrier Equipment Details

Please provide the following information in relation to the Carrier Equipment to be installed on or at the Council Property:

[Type of equipment]	
[Model number]	
[Purpose of equipment]	
[Method and type of fixing]	
[Dimensions of equipment]	
[Weight of equipment]	
[Volumetric space required for equipment] (cubic metres)	[insert] cubic metres.
[Proposed construction period]	
[Contact details for the Carrier Representative]	
Key telecommunication specifications	[insert details including but not limited to: bandwidth, data throughput, customers supported]
Other	

Section D – Make Ready Work Required

Please provide the following information in relation to any Make Ready Works required:

Details/design	

Section E – Documents to be provided with Access Request Form

Please confirm that the following information has been provided with the Access Request Form by placing a tick next to the relevant box:

Document	
1. Photographs of the proposed facility.	☐
2. Details of proposed Carrier's Equipment to be installed (including dimensions, weight etc.) (Specifications (data sheets) for Carrier's Equipment must be provided).	☐
3. Specification of the proposed attachment point or installation approach at the Council Property.	☐
4. Description of how Carrier's Equipment will be attached or include the applicable installation guide.	☐
5. Identify any power and communications requirements for Carrier's Equipment (if any) and how an electricity and communications connection will be established.	☐
6. Design of the Carrier's Equipment at the Council Property (in compliance with clause 6.6 of the Agreement).	☐
7. Loading Report (in compliance with clause 6.6 of the Agreement).	☐
8. Environmental Impact Assessment Report (in compliance with clause 6.7 of the Agreement).	☐
9. Environmental EME Report	☐
10. Draft Access Licence	☐

Signed by [CARRIER NAME] (ABN) in
accordance with section 127 of the
Corporations Act 2001 (Cth):

Signature of Director

Signature of Director/Secretary

Name (printed)

Name (printed)

Schedule 5

Standard Design

[Insert Standard Design documentation here]

EXECUTED as an agreement

Signed by

[Insert Council Name and ABN] by its duly authorised officer, in the presence of:

Signature of officer

Signature of witness

Name of officer

Authorised delegate pursuant to **[Insert relevant authorising section of jurisdiction's Local Government Act]**

Signed by [CARRIER NAME] (ABN) in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of Director

Signature of Director/Secretary

Name (printed)

Name (printed)