

## AM-FRM-0025 | GIS Portal Agreement

Asset Management | Operations Systems

Security Class: Public – Social Media

### Terms of Use

The scope of Data supplied via PowerNet's GIS Portal is at the sole discretion of PowerNet Limited (PowerNet) to assist the Recipient with determining the existence and location of PowerNet managed Networks assets.

PowerNet recommends care and caution in the use of the Data. It is to be used as a guide only as kerbs, fences, road boundaries and reference points may have moved over time. Any measurements shown are an indication only.

Private consumer cable(s) or line(s) are not normally shown on PowerNet's GIS and Recipients must contact individual property owners for this information.

Data copyright is owned by or licensed to PowerNet. The Data can be accessed, copied or adapted by the Recipient in accordance with the following terms of use:

1. The preparation and provision of this Data has been made in good faith from a number of sources that are believed to be reliable. The Data is believed to be the best available but may be based on assumptions and models. Differences in the Data at various times may be because of changes in technology and/or site environmental factors.
2. The Recipient must regularly check to ensure the latest Data is utilised as PowerNet continues to collect and update information. If a snapshot of the Data has been taken, after time it may not continue to reflect the most up to date information.
3. The Recipient is to ensure that the Data should only be used or interpreted by suitably qualified professionals. Professionals are advised that the Data may not be used for design purposes without site specific verification.
4. Ownership of the Data is clearly understood to be that of PowerNet or such other party as identified by PowerNet. A suitable acknowledgement as to the source and copyright protection shall be incorporated by the Recipient into any published material using the Data.
5. The Data consists of Corelogic International owned information which may include aerial photography, topographical and land detail. The use of this Data is subject to Corelogic's "Data License and Services Agreement" with PowerNet and the recipient can ONLY use this Data where it relates to the use of PowerNet's Data and for no other purpose.
6. The Data is provided on the understanding that it will not be sold to any other party. Individuals whose information may be contained in the Data will not be contacted by the Recipient or its employees.
7. Any third party of the Recipient that requires direct access to the Data will need to contact PowerNet directly and apply for a separate GIS Portal Terms of Use Agreement.
8. This Agreement shall not be assigned by the Recipient without prior written PowerNet consent.
9. Once the agreement is in place, a 'user name' and password to access the Data will be provided. The Recipient shall not disclose the password to any other person except employees and take all practical steps to prevent unauthorised access to the Data.
10. Any use of the Data constitutes acceptance of these terms by the Recipient and any other party who uses or relies on the Data.

11. PowerNet makes no representation and provides no warranty, express or implied, regarding the accuracy, adequacy, reasonableness or completeness of the Data, assumptions or analysis contained or referred to in the Data or in any supplemental materials .
12. PowerNet disclaims all liability and responsibility (including, without limitation, any liability arising from fault or omissions on the part of PowerNet) for any direct or indirect loss or damage which may be suffered by any recipient of the Data or any supplemental materials, through use of or reliance on or in conjunction with anything contained in, or omitted from, such Data or materials, to the maximum extent permitted by law.
13. PowerNet has a duty to ensure the protection of persons and property from injury or damage caused through electricity, either directly or indirectly. The Recipient as part of this Agreement is required to comply with Appendix 1.

For support or any questions regarding the Data, please contact PowerNet Senior GIS Administrator, Tel:03 211 1899 or email: [GISPortalRequests@powernet.co.nz](mailto:GISPortalRequests@powernet.co.nz)

## Agreement

By selecting “agree” to these terms and conditions, the Recipient understands that the Data is released on the terms set out above ("Terms of Use Agreement"), and agrees to be bound by these Terms and to advise anyone else accessing or using the Data that they are also bound by these Terms.

## Appendix 1: Permissions and Consents

The Recipient, as required by this Agreement, is to comply with the following documents for any investigations or intended works near PowerNet's underground or overhead assets.

- *National Code of Practice for Utility Operators' Access to Transport Corridors* provides mandatory requirements and supporting guidance to assist Utility Operators and Corridor Managers in exercising these rights and complying with the Utilities Access Act, **available** from: <http://www.nzuaq.org.nz>
- *Guide for Safety with Underground Services* provides important information about working around underground utilities, available from: <http://www.business.govt.nz/worksafe>
- *NZ Electrical Code of Practice 34:2001* outlines the requirements for minimum safe approach distance limits for persons working near exposed live parts or excavation near poles or stay wires, available from [www.med.govt.nz](http://www.med.govt.nz) Prior written consent shall be obtained from PowerNet for any excavation or other interference with the land near any pole or stay wire of an overhead electric line.
- *PowerNet Working Near Cables or Lines* outlines the requirements for everyone working near cables or lines on the PowerNet networks. For information see <https://powernet.co.nz/helpful-information/safety/working-near-cables-or-lines/>

### Third Parties working near PowerNet's 33kV high voltage underground cable(s)

To avoid unnecessary delay, Parties once in receipt of PowerNet GIS Data or printed cable location plans, must communicate their requirements to PowerNet staff to obtain the necessary consents and provide dates, times, location, their contact person and contact information.

In **ALL** cases where works are to be carried out within 1.5 metres in parallel with, crossing or potholing of the 33kV cable(s) route, third parties need to arrange for an PowerNet representative to be on site (stand-over- free service), giving PowerNet 48 hours' notice, [Tel:0800 808 587](tel:0800808587) or email [PNLFaults@powernet.co.nz](mailto:PNLFaults@powernet.co.nz)

### Work site - open trenching, directional drill or thrusting

No trenching, directional drilling or thrusting shall take place within 1.0 meter parallel of any cable(s).

When crossing within 1.5 metres of the cable(s) location, a mark-out must be completed. The cable(s) must to be physically located by careful potholing before any trenching, drilling or thrusting can take place.

When drilling or thrusting, cable(s) must be exposed on the side that the drill or thruster will appear, in order that the machine head location can be observed.

### Crossing Clearance

When crossing cable(s), a minimum clearance of 0.5 metre above or below must be maintained. In some situations 0.35 metre is required above the Mag Slab/protective slab or 0.45 metre below the bottom of the weak mix bedding. Contact must be made with PowerNet in these cases.

### Note:

Associated pilot or fibre cables/ducts may be laid below the cable(s) encasement and need to be physically located prior to works being carried out.

For support or any questions regarding work near 33kV high voltage underground cable(s), please contact the PowerNet System Control on 0800 808 587 or email [PNLFaults@powernet.co.nz](mailto:PNLFaults@powernet.co.nz)