

HYDRAULIC SERVICES SEARs UTILITY & WATER MANAGEMENT PLAN

North Shore Private Hospital - East Tower- St
Leonards



HYDRAULIC SERVICES

North Shore Private Hospital - East Tower- St Leonards

02	22 nd July 2016	Issue for Information
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Rev #	Date	Description of Change

APPROVALS

02	L. Shaughnessy	Current	T. Wise
01	J. Mousdell	Superseded	T. Wise
Rev #	Author	Status	Reviewer

PREPARED BY:

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HYDRAULIC SERVICES

1. INTRODUCTION

Warren Smith & Partners (WS+P) has been engaged by DCWC to prepare a SEARs Utilities and Water Management Plan for The North Shore Private Hospital East Tower. This SEARs Utilities and Water Management Plan aims to provide detailed information regarding the utilities capacity and consultation and the use of water on site. It also aims to address the following SEARs condition 9. Utilities; Prepare an Infrastructure Management Plan in consultation with relevant agencies, detailing information on the existing capacity and any augmentation requirements of the development for the provision of utilities including staging of infrastructure. Prepare an Integrated Water Management Plan detailing any proposed alternative water supplies, proposed end uses of potable and non-potable water.

Please refer to Figure 1 for an aerial view of the existing site where the North Shore Private East Tower is to be constructed (identified in red).



Figure 1: Aerial View of Development Site

All existing buildings within the identified site zone will be demolished to make way for the new North Shore Private East Tower. The new North Shore Private Hospital East Tower will consist of;

- 3 new operating theatres;
- Inpatient bed accommodation with 128 IPU beds;
- 3 below ground car park levels with over 201 car parking spaces.

And will be constructed across the street from the existing North Shore Private Hospital

2. FLOOD RISK ASSESSMENT

In accordance with Section 1.13 of the SEARs, WS+P were required to assess the proposed development site in relation to flood risk.

The proposed development site is located at the corner of Westbourne Street and Reserve Road which is situated at the top of the catchment and therefore would have low risk in relation to flooding. Please refer to Figure 2 below for an illustration of the direction of overland flow in the vicinity surrounding the proposed development site.

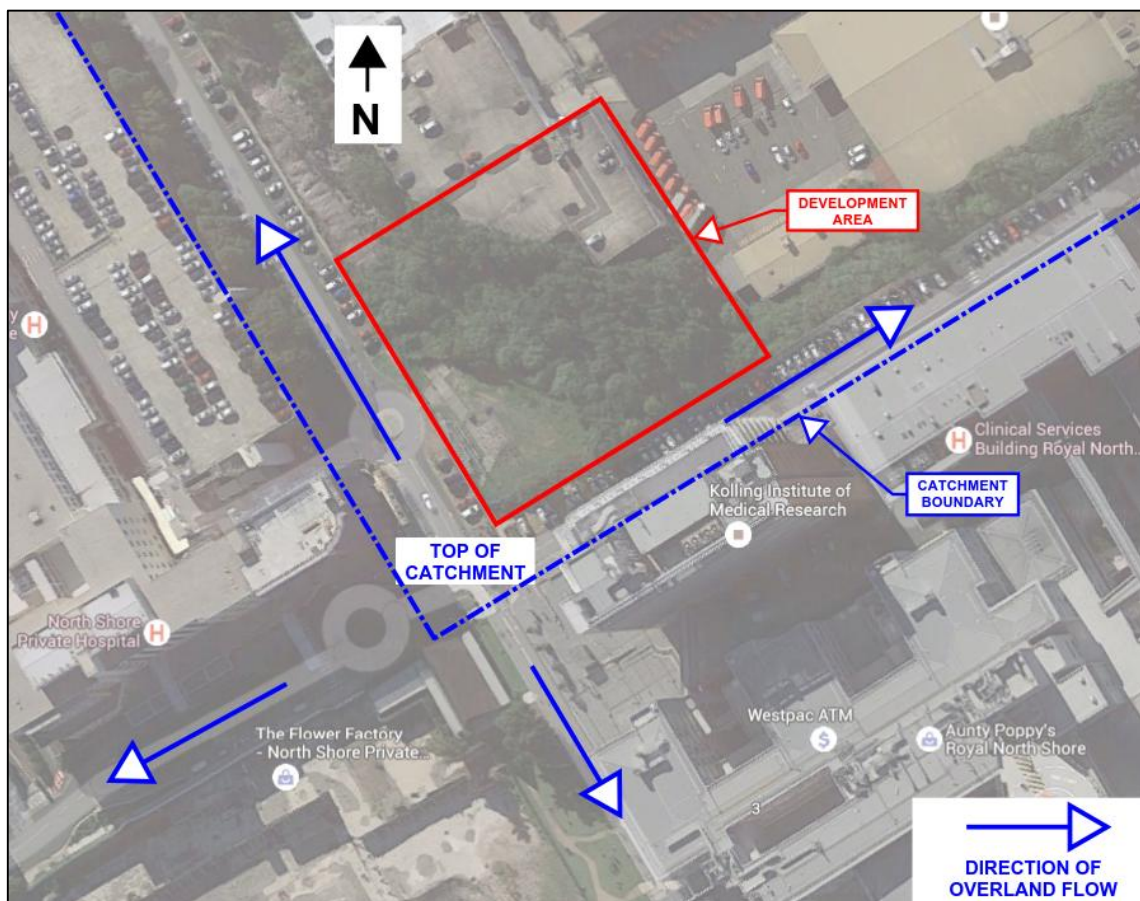


Figure 2: Aerial View of Overland Flow

The proposed floor levels at the entries to the new hospital building have been set at a minimum of 230mm above the existing road gutter levels in Westbourne Street and Reserve Road. This depth is deemed to be sufficient in conveying overland flow emanating from the top of the catchment during a 1 in 100 year ARI storm event without inundating the proposed development.

3. DEMAND CALCULATIONS

3.1 WATER SUPPLY DEMAND CALCULATIONS

The assumption taken in determining the average daily potable water demands for the proposed 128 beds were taken from the Sydney Water table, "Average Daily Water Use by Property Type" and is presented in Table 1 below. Please refer to *Schedule 1* for the Sydney Water table.

Table 1: Average Daily Water Demand

Classification	Metric Unit	Average Demand (L/Metric Unit/Day)
Healthcare		
Hospital Beds	Bed	271

Please refer to Table 2 below for the average daily water demand calculation.

Table 2: Average Daily Water Demand Calculation

Total Beds	Average Demand (L/Metric Unit/Day)	Total Average Daily Water Demand (kL)
168	271	52.53

The following flows have also been calculated:-

- Probable simultaneous flow – 6.1 L/sec
- Cooling towers flow – 2.4 L/sec
- Fire flow for hydrants – 20 L/sec
- Fire flow for sprinklers – 20 L/sec

3.2 SEWER DISCHARGE CALCULATIONS

In order to determine the average daily sewer discharge for the proposed new development, the estimated equivalent population (EP) for the proposed new development is required. Please refer to Table 3 for the EP data adopted.

Table 3: EP Data

Classification	Unit	EP per Bed
Hospital	Bed	304

Please refer to Table 4 below for the EP calculation.

Table 4: EP Calculation

Beds	EP per Unit	Equivalent Population
168	3.4	572

Assuming a default flow of 150 L/EP/Day, the estimated sewer discharge has been calculated to be 85.80 kL/day.

3.3 GAS LOAD CALCULATIONS

Please refer to Table 10 below for the gas loads associated with the proposed development.

Table 10: Average Gas Loads

Appliance	Total (Mj/hr)
HVAC Heating Water Plant	6,000
DHW Heating Water Plant	1,640

4. UTILITY CONNECTIONS

4.1 SYDNEY WATER – WATER MAIN CONNECTION

Water - The proposed new North Shore Private Hospital – East Tower development site is proposed to connect to the existing DN200mm Sydney Water watermain in Westbourne Street. The Sydney Water water meter and RPZD is to be located in the garden area on Level 01.

Refer to Figure 3 for details on the proposed water connection point in Westbourne Street.

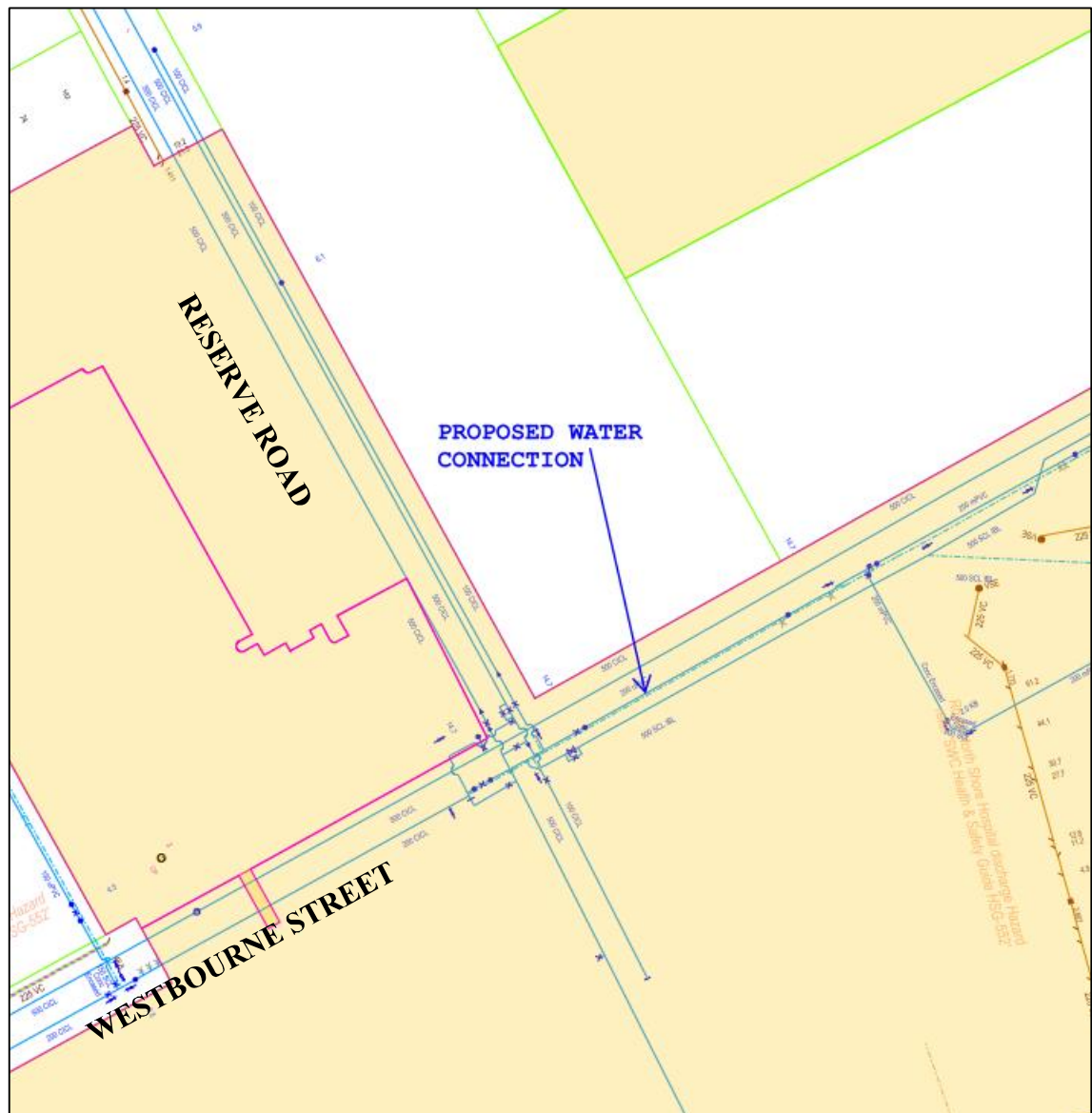


Figure 3: Proposed Water Connection Point

4.2 SEWER CONNECTION

Sewer – The proposed new North Shore Private Hospital – East Tower development site has no connections to the Sydney Water sewer main.

It is proposed that the Sydney Water sewer main is extended approximately 270m from Frederick Street (IL 72.19m) to the proposed site. The extension of the sewer would extend along the existing property's eastern boundary and no easement would be required

Refer to Figure 4 for details on the proposed sewer main extension and connection point.

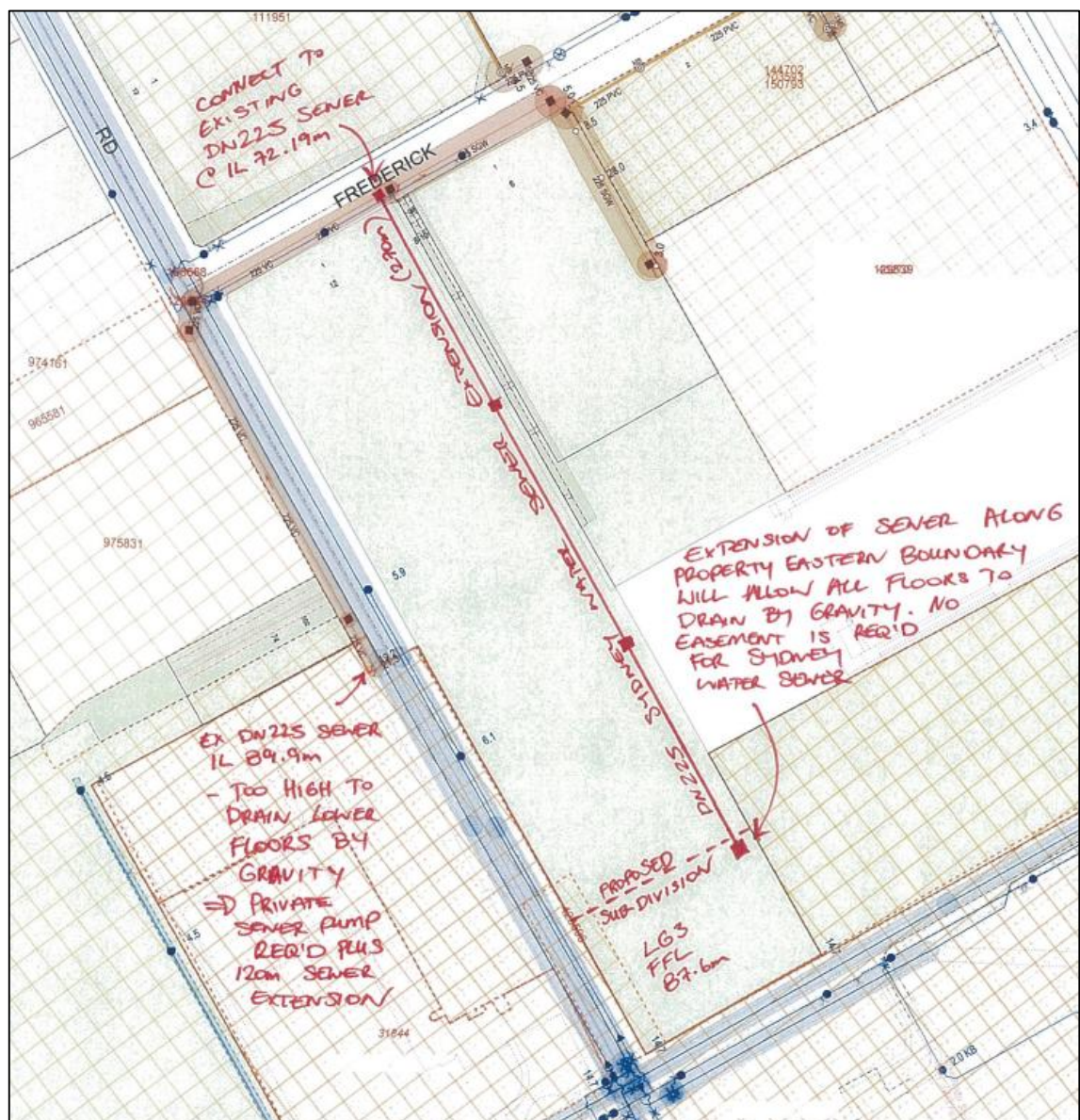


Figure 4: Proposed Sewer Connection Point

4.3 JEMENA – GAS MAIN CONNECTION

Gas - The proposed new North Shore Private Hospital – East Tower development site is proposed to connect to the existing 1050kPa Jemena gas main in Reserve Road. The Jemena gas meter and regulator is to be located in the garden area on Level 01.

Refer to Figure 5 for details on the proposed gas connection point in Reserve Road.

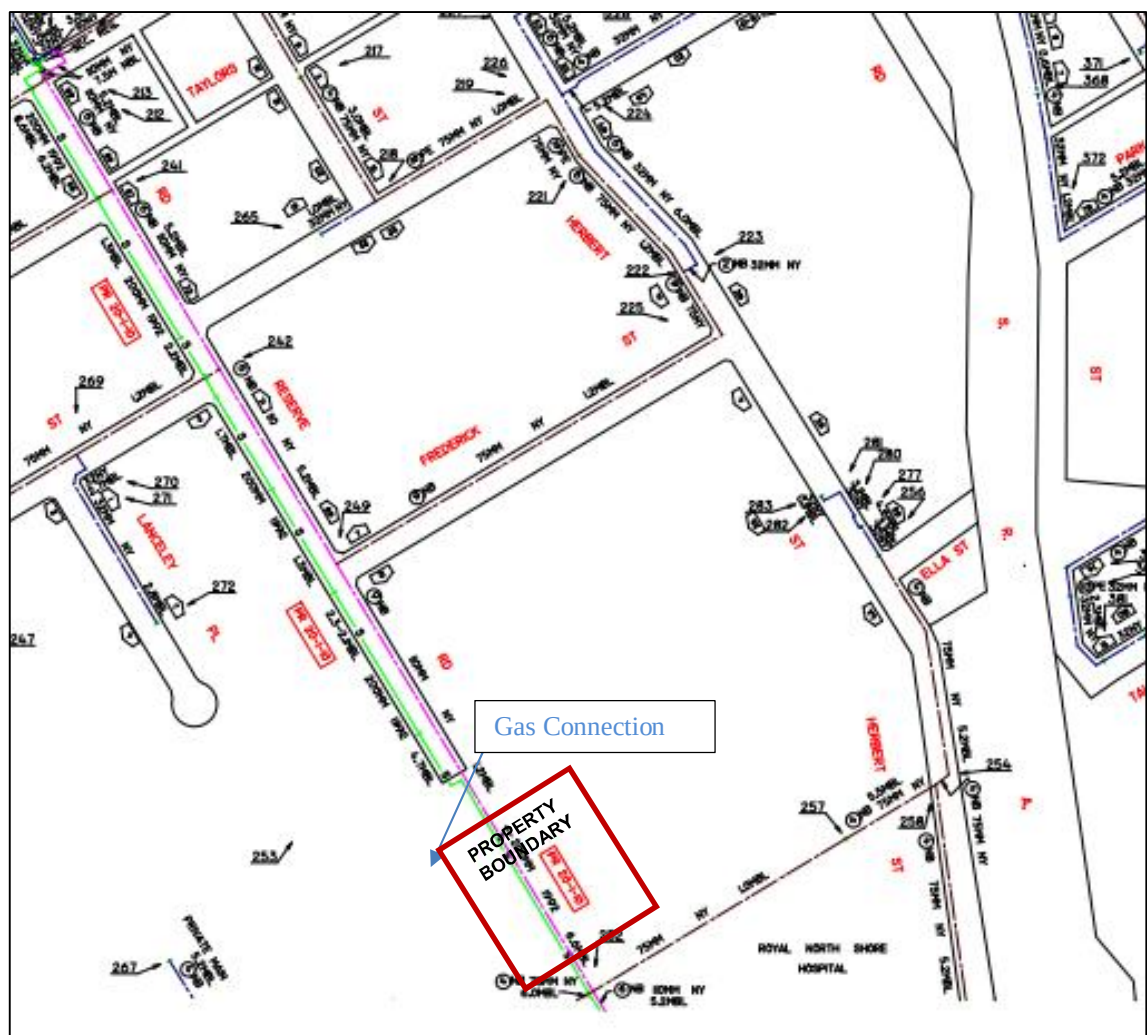


Figure 5: Existing Jemena Gas Main Connections

5. PRIVATE WATER SYSTEM

5.1 WATER QUALITY

Water treatment devices such as filters will be used to treat the water before the cold water is delivered to the fixtures. These devices are as follows:-

- Two (2) 100 micron automatic backwash filters to have a new automatic backwash filter installed in parallel
- Two (2) 5 micron automatic backwash filters installed in parallel
- Two (2) UV filters installed in parallel

5.2 NON-POTABLE WATER

Non-potable cold water will be supplied from the potable cold water service with a reduced pressure zone device preceding the first take off where zone protection is required in accordance with AS 3500.1 as required to areas such as Dirty Utility Rooms, Clean-up Rooms, Cleaners' Rooms and Mechanical Plant.

6. WATER USAGE REDUCTION

6.1 LOW FLOW TAPS

Where possible, potable water usage will be reduced by the use of low flow taps and sanitary fixtures, typically using the following flow rates:-

- Shower 9.0L/min
- Basin 7.7L/min
- Sink 7.7L/min

Low flow taps are only to be used if the fixtures chosen comply with the AusHFG.

6.2 WATER METERING

The development will be metered by both utility-owned water meters at the property boundary, and client-owned and read water meters.

These water meters will have the capability for connection to the BMCS via pulse read-out and will be monitored by the BMCS for water demand and leak monitoring.

Privately owned (and read) sub meters shall be provided to meter the usage of the following:-

- Domestic hot water supply
- Kitchen
- Fire services tank make-up water

6.3 RAINWATER REUSE

On previous health care projects, holistic life cycle reviews on rainwater reuse systems have been undertaken. These reviews have generally found that rainwater reuse systems have not been cost effective for the project with a payback of greater than 7 years.

Further to the cost considerations above, within a clinical environment the prevention of infection is a priority. The storage of collected rainwater may contain or breed legionella, dead animals, mosquitoes, chemicals, microbial hazards and escherichia coli.

The maintenance involved with the general upkeep of rainwater reuse tanks and ensuring the stored collected rainwater is not harbouring infections is laborious and often budget driven which may reduce the prudent level of maintenance to ensure the public and Hospital are comfortable with the level of public health.

7. UTILITY CORRESPONDANCE

Case Number: 152992v2

13 April 2016

RAMSAY HEALTH CARE LIMITED
c/- WARREN SMITH & PARTNERS PTY LTD

FEASIBILITY LETTER

Developer: RAMSAY HEALTH CARE LIMITED
Your reference: 5320000
Development: (Lot 1 DP 591747) 12 Frederick St, St Leonards
Development Description: Construction of North Shore Private Hospital - East Tower with 3 new operating theatres, 128 IPU beds and 3 levels of basement car parking.
Your application date: 11 March 2016

Dear Applicant

This Feasibility Letter (Letter) is a guide only. It provides general information about what Sydney Water's requirements could be if you applied to us for a Section 73 Certificate (Certificate) for your proposed development. **The information is accurate at today's date only.**

If you obtain development consent for that development from your consent authority (this is usually your local Council) they will require you to apply to us for a Section 73 Certificate. You will need to submit a new application (and pay another application fee) to us for that Certificate by using your current or another Water Servicing Coordinator (Coordinator).

Sydney Water will then send you either a:

- Notice of Requirements (Notice) and Developer Works Deed (Deed) or
- Certificate.

These documents will be the definitive statement of Sydney Water's requirements.

There may be changes in Sydney Water's requirements between the issue dates of this Letter and the Notice or Certificate. The changes may be:

- if you change your proposed development eg the development description or the plan/site layout, after today, the requirements in this Letter could change when you submit your new application; and

- if you decide to do your development in stages then you must submit a new application (and pay another application fee) for each stage.

No warranties or assurances can be given about the suitability of this document or any of its provisions for any specific transaction. It does not constitute an approval from Sydney Water and to the extent that it is able, Sydney Water limits its liability to the reissue of this Letter or the return of your application fee. You should rely on your own independent professional advice.

What You Must Do To Get A Section 73 Certificate In The Future.

To get a Section 73 Certificate you must do the following things. You can also find out about this process by visiting www.sydneywater.com.au > Plumbing, building & developing > Developing > Land development.

1. **Obtain Development Consent from the consent authority for your development proposal.**
2. **Engage a Water Servicing Coordinator (Coordinator).**

You must engage your current or another authorised Coordinator to manage the design and construction of works that you must provide, at your cost, to service your development. If you wish to engage another Coordinator (at any point in this process) you must write and tell Sydney Water.

For a list of authorised Coordinators, either visit www.sydneywater.com.au > Plumbing, building & developing > Developing > Providers > Lists or call **13 20 92**.

The Coordinator will be your point of contact with Sydney Water. They can answer most questions that you might have about the process and developer charges and can give you a quote or information about costs for services/works (including Sydney Water costs).

3. **Developer Works Deed**

After the Coordinator has submitted your new application, they will receive the Sydney Water Notice and Developer Works Deed (Deed). You and your accredited Developer Infrastructure Providers (Providers) will need to sign and lodge both copies of the Deed with your nominated Coordinator. After Sydney Water has signed the documents, one copy will be returned to the Coordinator.

The Deed sets out for this project:

- your responsibilities;
- Sydney Water's responsibilities; and
- the Provider's responsibilities.

You must do all the things that we ask you to do in that Deed. This is because your development does not have sewer services and you must construct and pay for the following works extensions under this Deed to provide these services.

Note: The Coordinator must be fully authorised by us for the whole time of these agreements.

4. Water and Sewer Works

4.1 Water

Your development must have a frontage to a water main that is the right size and can be used for connection.

Sydney Water has assessed your application and found that:

- The 200 mm uPVC watermain in Westbourne Street will serve your development.

4.2 Sewer

Your development must have a sewer main that is the right size and can be used for connection. That sewer must also have a connection point within your development's boundaries.

Sydney Water has assessed your application and found that:

- **You must construct a waste water main extension to serve your development.** The terms of the Deed define this extension as 'Minor Works', which means that they are designed and constructed under a simpler process. Your Coordinator will be able to provide further advice about this.

5. Ancillary Matters

5.1 Asset adjustments

After Sydney Water issues this Notice (and more detailed designs are available), Sydney Water may require that the water main/sewer main/stormwater located in the footway/your property needs to be adjusted/deviated. If this happens, you will need to do this work as well as the extension we have detailed above at your cost. The work must meet the conditions of this Notice and you will need to complete it **before we can issue the Certificate**. Sydney Water will need to see the completed designs for the work and we will require you to lodge a security. The security will be refunded once the work is completed.

5.2 Entry onto neighbouring property

If you need to enter a neighbouring property, you must have the written permission of the relevant property owners and tenants. You must use Sydney Water's **Permission to Enter** form(s) for this. You can get copies of these forms from your Coordinator or the Sydney Water website. Your Coordinator can also negotiate on your behalf. Please make sure that you address all the items on the form(s) including payment of compensation and whether there are other ways of designing and constructing that could avoid or reduce their impacts. You will be responsible for all costs of mediation involved in resolving any disputes. Please allow enough time for entry issues to be resolved.

OTHER THINGS YOU MAY NEED TO DO

Shown below are other things you need to do that are NOT a requirement for the Certificate. They may well be a requirement of Sydney Water in the future because of the impact of your development on our assets. You must read them before you go any further.

Approval of your building plans

Please note that your building plans must be approved. This can be done at Sydney Water Tap in™. Visit www.sydneywater.com.au > Plumbing, building & developing > Building > Sydney Water Tap in™ or call 13 20 92.

This is not a requirement of the Certificate but the approval is needed because construction/building works may impact on existing Sydney Water assets (e.g. water and sewer mains). In any case, these works MUST NOT commence until Sydney Water has granted approval.

Your Coordinator can tell you about the approval process including:

- Possible requirements;
- Costs; and
- Timeframes.

Note: You must obtain our written approval before you do any work on Sydney Water's systems. Sydney Water will take action to have work stopped on the site if you do not have that approval. We will apply Section 44 of the *Sydney Water Act 1994*.

Disused Sewerage Service Sealing

Please do not forget that you must pay to disconnect all disused private sewerage services and seal them at the point of connection to a Sydney Water sewer main. This work must meet Sydney Water's standards in the Plumbing Code of Australia (the Code) and be done by a licensed drainer. The licensed drainer must arrange for an inspection of the work by a NSW Fair Trading Plumbing Inspection Assurance Services (PIAS) officer. After that officer has looked at the work, the drainer can issue the Certificate of Compliance. The Code requires this.

Soffit Requirements

Please be aware that floor levels must be able to meet Sydney Water's soffit requirements for property connection and drainage.

Requirements for Business Customers for Commercial and Industrial Property Developments

If this property is to be developed for Industrial or Commercial operations, it may need to meet the following requirements:

Trade Wastewater Requirements

If this development is going to generate trade wastewater, the property owner must submit an application requesting permission to discharge trade wastewater to Sydney Water's sewerage system. You must wait for approval of this permit before any business activities can commence.

The permit application should be emailed to Sydney Water's Business Customer Services at businesscustomers@sydneywater.com.au

It is illegal to discharge Trade Wastewater into the Sydney Water sewerage system without permission.

A **Boundary Trap** is required for all developments that discharge trade wastewater where arrestors and special units are installed for trade wastewater pre-treatment.

If the property development is for Industrial operations, the wastewater may discharge into a sewerage area that is subject to wastewater reuse. Find out from Business Customer Services if this is applicable to your development.

Backflow Prevention Requirements

Backflow is when there is unintentional flow of water in the wrong direction from a potentially polluted source into the drinking water supply.

All properties connected to Sydney Water's supply must install a testable **Backflow Prevention Containment Device** appropriate to the property's hazard rating. Property with a high or medium hazard rating must have the backflow prevention containment device tested annually. Properties identified as having a low hazard rating must install a non-testable device, as a minimum.

Separate hydrant and sprinkler fire services on non-residential properties, require the installation of a testable double check detector assembly. The device is to be located at the boundary of the property.

Before you install a backflow prevention device:

1. Get your hydraulic consultant or plumber to check the available water pressure versus the property's required pressure and flow requirements.
2. Conduct a site assessment to confirm the hazard rating of the property and its services. Contact PIAS at NSW Fair Trading on **1300 889 099**.

For installation you will need to engage a licensed plumber with backflow accreditation who can be found on the Sydney Water website:

<http://www.sydneywater.com.au/Plumbing/BackflowPrevention/>

Water Efficiency Recommendations

Water is our most precious resource and every customer can play a role in its conservation. By working together with Sydney Water, business customers are able to reduce their water consumption. This will help your business save money, improve productivity and protect the environment.

Some water efficiency measures that can be easily implemented in your business are:

- Install water efficiency fixtures to help increase your water efficiency, refer to WELS (Water Efficiency Labelling and Standards (WELS) Scheme, <http://www.waterrating.gov.au/>
- Consider installing rainwater tanks to capture rainwater runoff, and reusing it, where cost effective. Refer to <http://www.sydneywater.com.au/Water4Life/InYourBusiness/RWTCalculator.cfm>
- Install water-monitoring devices on your meter to identify water usage patterns and leaks.
- Develop a water efficiency plan for your business.

It is cheaper to install water efficiency appliances while you are developing than retrofitting them later.

Contingency Plan Recommendations

Under Sydney Water's [customer contract](#) Sydney Water aims to provide Business Customers with a continuous supply of clean water at a minimum pressure of 15meters head at the main tap. This is equivalent to 146.8kpa or 21.29psi to meet reasonable business usage needs.

Sometimes Sydney Water may need to interrupt, postpone or limit the supply of water services to your property for maintenance or other reasons. These interruptions can be planned or unplanned.

Water supply is critical to some businesses and Sydney Water will treat vulnerable customers, such as hospitals, as a high priority.

Have you thought about a **contingency plan** for your business? Your Business Customer Representative will help you to develop a plan that is tailored to your business and minimises productivity losses in the event of a water service disruption.

For further information please visit the Sydney Water website at: <http://www.sydneywater.com.au/OurSystemsandOperations/TradeWaste/> or contact Business Customer Services on **1300 985 227** or businesscustomers@sydneywater.com.au

Fire Fighting

Definition of fire fighting systems is the responsibility of the developer and is not part of the Section 73 process. It is recommended that a consultant should advise the developer regarding the fire fighting flow of the development and the ability of Sydney Water's system to provide that flow in an emergency. Sydney Water's Operating Licence directs that Sydney Water's mains are only required to provide domestic supply at a minimum pressure of 15 m head.

A report supplying modelled pressures called the Statement of Available pressure can be purchased through Sydney Water Tap inTM and may be of some assistance when defining the fire fighting system. The Statement of Available pressure, may advise flow limits that relate to system capacity or diameter of the main and pressure limits according to pressure management initiatives. If mains are required for fire fighting purposes, the mains shall be arranged through the water main extension process and not the Section 73 process.

Large Water Service Connection

A water main are available to provide your development with a domestic supply. The size of your development means that you will need a connection larger than the standard domestic 20 mm size.

To get approval for your connection, you will need to lodge an application with Sydney Water Tap inTM. You, or your hydraulic consultant, may need to supply the following:

- A plan of the hydraulic layout;
- A list of all the fixtures/fittings within the property;
- A copy of the fireflow pressure inquiry issued by Sydney Water;
- A pump application form (if a pump is required);
- All pump details (if a pump is required).

You will have to pay an application fee.

Sydney Water does not consider whether a water main is adequate for fire fighting purposes for your development. We cannot guarantee that this water supply will meet your Council's fire fighting requirements. The Council and your hydraulic consultant can help.

Disused Water Service Sealing

You must pay to disconnect all disused private water services and seal them at the point of connection to a Sydney Water water main. This work must meet Sydney Water's standards in

the Plumbing Code of Australia (the Code) and be done by a licensed plumber. The licensed plumber must arrange for an inspection of the work by a NSW Fair Trading Plumbing Inspection Assurance Services (PIAS) officer. After that officer has looked at the work, the drainer can issue the Certificate of Compliance. The Code requires this.

Other fees and requirements

The requirements in this Notice relate to your Certificate application only. Sydney Water may be involved with other aspects of your development and there may be other fees or requirements. These include:

- plumbing and drainage inspection costs;
- the installation of backflow prevention devices;
- trade waste requirements;
- large water connections and
- council fire fighting requirements. (It will help you to know what the fire fighting requirements are for your development as soon as possible. Your hydraulic consultant can help you here.)

No warranties or assurances can be given about the suitability of this document or any of its provisions for any specific transaction. It does not constitute an approval from Sydney Water and to the extent that it is able, Sydney Water limits its liability to the reissue of this Letter or the return of your application fee. You should rely on your own independent professional advice.

END

21 April 2016

Warren Smith & Partners



Jemena Gas Networks (NSW) Ltd
ABN 87 003 004 322

Level 9-15
99 Walker St
North Sydney NSW 2060
PO Box 1220
North Sydney NSW 2059
T 1300 137 078
F +61 2 9867 7453
www.jemena.com.au

Dear Tom Wise

Negotiated Connection Service – Commercial

We refer to your Application for the Supply Address to be connected to Jemena's natural gas distribution network.

Jemena has reviewed your Application and is pleased to offer a natural gas connection from our distribution network to the Supply Address in accordance with the Schedule below and the attached Terms and Conditions.

Please note: this offer is for a negotiated service because the Supply Address does not satisfy the requirements for a Basic Connection Service under our Model Standing Offer dated June 2015 and we do not have a standard connection service (as defined in the National Gas Rules). Therefore, the negotiated connection process set out in the National Gas Rules (Part 12A,) applies to your Application. If you would like more information on the negotiated connection process, please visit the Negotiated Connection page on our website at www.jemena.com.au. If you elect to negotiate the terms and conditions of this offer, we may be entitled to recover our costs and expenses related to the negotiation. Please advise us if you do wish to negotiate these terms and conditions so that we can provide you with an estimate of our costs and expenses.

Thank you for choosing Jemena. We look forward to having you as a customer on our network.

Yours sincerely

New Connections Team
Jemena Gas Networks (NSW) Ltd



SCHEDULE

Application from the Applicant dated 4/03/2016

Applicant: Warren Smith & Partners ABN []

Supply Address: 12 Frederick Street, St Leonards 2065

Description of the Connection Work:

The scope of the Connection Work includes providing a connection from Jemena's gas distribution network to the Supply Address, and supplying both the annual and peak load that has been nominated in the Application. If the peak load has not been nominated then a peak load of 320MJ/hr will be assumed by Jemena. The point of connection will be to a path valve installed by your plumber 225mm from the property boundary of the Supply Address.

Connection to a path valve in Reserve Road which requires traffic management. Once we have been advised that the path valve has been installed and have received a certificate of compliance with the leak test section completed, we will allocate the job to the contractor. The connection will take a minimum 8 weeks once the contractor has the job in hand.

Description of Special Conditions which apply to the Connection Work:

SERV DIA:50MM/SYS PRES:210KPA MAX METER/PRES:35KPA/SUPPLY@RESERVE RD

Jemena will supply all necessary metering equipment. The meter type to be supplied in this case is **M241 - G100**

Fees and Payment Terms

The Connection Charge for the natural gas connection to the Supply Address is **\$0** (GST inclusive).

Note the Connection Charge is calculated based on the estimated cost required to connect the Supply Address. Depending on the nature of the site, it may include costs associated with the actual connection to the main, or of a mains extension, the service pipe work, the supply and installation of a meter set including the pressure regulator. It also includes the excavation and reinstatement of public footpaths and roads as well as any statutory notification required including traffic control. These costs are then offset against the forecast annual gas load for the Supply Address.

Payment can be made via Credit Card, EFT or Cheque. All amounts are inclusive of GST unless otherwise stated. All cheques should be made payable to Jemena Gas Networks (NSW) Ltd.

Gas Retail Arrangements

As your application did not include the name and applicable customer number for a retailer, we have allocated the supply address to Energy Australia and that retailer will be in contact with you in relation to gas supply arrangements for the supply address. The allocation of the supply address to a retailer does not restrict or prevent you or the client (if any) from subsequently choosing a different retailer at any time after the connection has been established at the supply address.

TERMS AND CONDITIONS

This Offer is for a Negotiated Connection Service - Commercial, and is made:

- (a) in respect of the Supply Address; and
- (b) based on any site plans and information provided to Jemena ("**Site Information**"), including as described in the Application Form.

Please note that capitalised terms used in this Offer have the meanings set out in the Definition section at the end.

1. Connection Work Scope

Details of the Connection Work, and any special conditions which apply to the Connection Work, are set out in the Schedule.

2. Termination

If a natural gas connection to the Supply Address does not occur within 90 days after receipt of the Application Form from the Applicant, Jemena may terminate this contract on written notice to the Applicant. A revised offer document will then be provided to the Applicant, which the Applicant may accept in accordance with the terms of that replacement offer.

3. Connection Charges

The Applicant must pay the Connection Charge as set out in the Schedule when returning the signed acceptance of the Offer.

The Connection Work will not be commenced unless the Connection Charge is paid.

Payment of the Connection Charge by the Applicant does not limit Jemena's right to recover from the Applicant any additional expenses, in accordance with the terms of this Offer (including, without limitation, where the Site Information is found to be inaccurate or the Applicant subsequently seeks a variation to the works, and Jemena incurs additional expenses as a result).

4. Site Information

The Applicant acknowledges and agrees that Jemena will rely on the accuracy of the Site Information in carrying out the natural gas connection to the Supply Address, including the representation that the Supply Address is a commercial or non- residential premises.

In making this Offer, Jemena has determined that, on the basis of information provided in the Application Form and the Site Information, the Supply Address does not satisfy the criteria for a Basic Connection Service as the Supply Address is a commercial or non-residential premises.

The Applicant acknowledges and agrees that if the Site Information is subsequently found to be inaccurate, or the Applicant later requests a change to the Site Information or a variation to the natural gas connection the subject of the Offer, Jemena may, in its sole discretion:

- (a) withdraw or amend the Offer (if the Offer has not been accepted by the Applicant); or

- (b) where a contract has been created upon the Applicant's acceptance of the Offer, by notice to the Applicant terminate that contract or vary the contract to address the changes identified.

Without limiting the above, if Jemena incurs any additional expenses as a consequence of the Site Information being inaccurate or where this information is subsequently varied at the request of the Applicant, a tax invoice in respect of those expenses will be provided to the Applicant, and the Applicant must pay Jemena the invoiced amount within 14 days after the date of the invoice.

In addition, Jemena reserves its right to:

- (a) withdraw the Offer, or revise the terms and conditions of the Offer, at any time before the Applicant accepts the Offer, by providing notice to that effect to the Applicant; and
- (b) where a contract has been created upon the Applicant's acceptance of the Offer, terminate that contract where a credit assessment of the Applicant indicates that it is not creditworthy, by providing notice to that effect to the Applicant.

5. Gas Retail Arrangement for Supply Address

If the Applicant, or the Client, already has an agreement in place with a gas retailer in relation to the Supply Address, the Applicant must let us know as soon as possible – **and in any case before accepting this Offer.**

If the Applicant does not notify us about any agreement between the Applicant or Client and a particular gas retailer for the sale of gas to the Supply Address, Jemena will nominate a gas retailer to sell gas to the Supply Address. Please note, however, that Jemena's nomination of a gas retailer does not in any way create any binding obligation that restricts or prevents the Applicant, or the Client, from choosing a different gas retailer at any time after the natural gas connection has been established at the Supply Address.

In addition, please note that:

- (a) where a gas sales agreement is in force for the Supply Address before the natural gas connection is established, the relevant gas retailer will notify Jemena of the existence of that agreement, and the Client may commence to use gas at the Supply Address immediately following the establishment of the natural gas connection; and
- (b) regardless of whether a gas sales agreement is arranged by the Applicant or the Client, or a retailer is nominated by Jemena in the manner specified above, the supply of gas to the Supply Address will not commence until a gas sales agreement with a retailer is in place, and either the retailer has advised Jemena about the arrangement, or Jemena has confirmed the arrangement with the retailer.

6. Approval of affected parties

The Applicant is responsible for obtaining written approval from all affected parties and any relevant statutory authorities for Jemena to connect the Supply Address. This includes, without limitation:

- (a) where the Applicant is not the owner of the land comprised in the Supply Address, the consent of the owner; and
- (b) consent from the Client for the Client's personal information and contact details to be provided by the Applicant to another party (such as a gas retailer or to Jemena, as the network owner, for the purpose of connecting gas to the Supply Address) in compliance with

applicable legislation and regulation, including the *Privacy Act 1988* (Cth). For example, a nominated gas retailer may contact the Client directly to arrange a gas sales agreement (see previous section headed "Gas Retail Arrangement for Supply Address"). As part of this, the Applicant must ensure that the Client is aware of the matters identified in National Privacy Principle 1.3 when it collects the personal information.

7. Compliance Certification

Jemena must be provided with one certificate of compliance for each new Gas Installation at the Supply Address.

In addition, please note that it is a legal requirement that any such Gas Installation work may only be carried out by or under the immediate supervision of a Licensed Gasfitter (see further clause 21 of the *Gas Supply (Consumer Safety) Regulation 2012* (NSW) (as amended)).

8. Limitation of Liability

- (a) If any consumer guarantee applies to any goods or services Jemena supplies as part of providing and completing the gas connection at the Supply Address under this Offer, including the works described in the Schedule ("**Connection Work**") then Jemena's liability (if any) for any failure to comply with that guarantee in connection with any goods or services (that are not of a kind ordinarily acquired for personal, domestic or household consumption) is limited, as far as the law permits and at Jemena's option, to resupplying the goods or services or paying for their resupply.
- (b) Subject to paragraph (a) above, and as far as the law permits Jemena is not liable for any loss the Applicant may suffer (including, without limitation, where caused by any negligent or wilful act or omission by Jemena or by any other person) arising:
 - (i) from any breach of the terms of this Offer by Jemena; or
 - (ii) in relation to the Connection Work undertaken by or on behalf of Jemena, including the carrying out (or failure to carry out) the Connection Work, and the timing of that Connection Work.
- (c) In relation to the use of gas at the premises located at the Supply Address:
 - (i) the Applicant must ensure that all appliances that require a supply of gas are installed in accordance with applicable laws and standards and by an appropriately qualified person (see in particular the section headed "Compliance Certification" above);
 - (ii) the Applicant acknowledges and agrees that Jemena is not responsible for, and the Applicant accepts all risks in respect of, the control and use of gas at the premises located at the Supply Address; and
 - (iii) the Applicant indemnifies Jemena against (and therefore must pay Jemena for) loss or damage suffered by Jemena arising in connection with the control and use of gas at the Supply Address.

9. Indemnity

- (a) The Applicant releases and indemnifies Jemena against any claim or proceeding that is made, threatened or commenced against Jemena, and any cost, liability, loss, damage or expense

(including legal and other professional costs on a full indemnity basis) that Jemena may incur or suffer, as a direct or indirect result of the Applicant's failure to comply with any applicable legislation (including the *Privacy Act 1988* (Cth)), or failure to secure any necessary consent.

- (b) The Applicant agrees to indemnify Jemena and its related bodies corporate (together the **Indemnified Parties**) for any damages, costs, expenses, claims and demands suffered by the Indemnified Parties and against all liability in respect of any claim which may be taken or made against any Indemnified Parties including, without limitation, any claim relating to:
- a. loss of, or damage to, or loss of use of, any real or personal property; or
 - b. personal injury, disease or illness (including mental illness) to, or death of, any person, arising from or in connection with:
 - c. a breach of the terms of this Offer by the Applicant (or any employee, contractor or agent of the Applicant);
 - d. any failure by the Applicant (or any employee, contractor or agent of the Applicant) to comply with applicable laws; or
 - e. any work undertaken at the premises located at the Supply Address by the Applicant (or any employee, contractor or agent of the Applicant).

Jemena holds the benefit of this indemnity granted in its favour on trust for itself and the other Indemnified Parties.

10. Offer Acceptance

Jemena's Offer remains open for acceptance for 20 business days from the date of the Offer, or up until 90 days from that date, if we agree with the Applicant to this extended period for acceptance. If the Applicant accepts Jemena's Offer within that 90 day period, it will be taken to have agreed to the extended period of time. If our Offer is not accepted within that extended period, our Offer will lapse unless extended again by agreement between Jemena and the Applicant.

The Applicant may accept Jemena's Offer by completing the attached Offer Acceptance Sheet and returning it to the address shown on that sheet.

Upon the Applicant's acceptance of the Offer and payment of the Request for Service fee and Connection Charge specified above, Jemena will proceed with the natural gas connection to the Supply Address in accordance with the Offer terms.

Please note that the Applicant may elect to have a nominee entity accept the Offer in its place. In that case, an authorised representative of the nominee entity should sign the Offer Acceptance Sheet, and the nominee entity should pay the applicable fees in place of the Applicant, and all references in this document to "Applicant" will be deemed to refer to the nominee entity (other than the reference to the Applicant in the "Application Form" section in the Schedule).

11. Formation of Contract

Upon acceptance of this Offer in accordance with the provisions above, the Applicant will be taken to have entered into a contract with Jemena, to carry out the Connection Work (and no other work or service), on the terms and conditions specified in this Offer and incorporating the Site Information.

This documentation comprises the entire understanding of the parties with reference to the subject matter of this contract and any previous negotiations, understandings, representations, warranties, or commitments in relation to, or in any way affecting the subject matter of, this contract are merged in and superseded by this contract and will be of no force or effect whatsoever.

If any of the terms of this contract will be held invalid, illegal or unenforceable by any court or administrative body having jurisdiction, all other terms of the contract and their application not adversely affected will remain in force and effect.

The contract will be governed by the law applicable in New South Wales.

DEFINITIONS AND INTERPRETATIONS

1. Definitions

In this Offer the terms set out below have the following meanings:

Applicant means the applicant identified in the Schedule, unless there is a nominee entity (see section under heading “Offer Acceptance”);

Application Form means the application form identified in the Schedule;

Basic Connection Service means a Basic Connection Service under our Model Standing Offer for Connection of Residential Premises

Client means the owner or occupant of the Supply Address;

Connection Work means the work to be undertaken by Jemena in providing the Negotiated Connection Service – Commercial to the Supply Address, as identified in the Schedule;

Gas Installation means the installation of equipment beyond the point of termination of the Connection Work required to commence a supply of gas to the premises at the Supply Address;

Jemena means Jemena Gas Networks (NSW) Limited;

Licensed Gasfitter means a gasfitter appropriately licensed by NSW Fair Trading (or any successor entity within the New South Wales State Government, holding statutory responsibility for licensing of gasfitters in that State);

Offer means Jemena's offer of a Negotiated Connection Service – Commercial as comprised in this document, including the Schedule and Offer Acceptance Sheet;

Site Information means the site plans and information provided by the Applicant, including as described in the Application Form; and

Supply Address means the supply address specified in the Schedule.

2. Interpretation

In this document, headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this letter except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
 - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this document 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
 - (iv) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) If a word is defined, another part of speech has a corresponding meaning.
- (d) A reference to “dollars” or \$ is to an amount in Australian currency.

OFFER ACCEPTANCE SHEET - COMMERCIAL

Application dated 4/03/2016

Reference: 460998

Applicant: Warren Smith & Partners

Supply Address: 12 Frederick Street, St Leonards 2065

Acceptance - In signing this Offer Acceptance Sheet the Applicant accepts the terms and conditions as described in Jemena's Offer.

Signed for Warren Smith & Partners by its duly authorised representative

Name: Signature:

Position: Phone:

Date: Applicant ABN

Client /Owner Contact Details

Name: Mobile:

Phone:

Plumber/Gasfitter Contact Details

Name: Licence #:

Mobile:

Method of payment

Please indicate your preferred option for paying the Connection Charge of **\$0** (inc GST)

☐ Credit Card ☐ Cheque attached ☐ EFT (please attach remittance)

Credit Card Authority ☐ Visa Card ☐ MasterCard

Card No:

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Expiry:

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 CCV:

--	--	--

Cardholder's Name:

Signature:

EFT Detail

Reference: **460998**

Account Title: Jemena

BSB: 032 099

Account No: 376 978

Cheques should be made payable to Jemena Gas Networks (NSW) Ltd

Please return this signed Offer Acceptance Sheet along with a payment for the above amount to:
New Connections Department, Jemena Gas Networks (NSW) Ltd, PO Box 1220, North Sydney, 2059.

Fax: (02) 9867 7453 Email: commercialconnection@jemena.com.au