**KIWIRAIL HOLDINGS LTD**

**PERMIT TO ENTER**

**TERMS AND CONDITIONS**

PERMIT NO:

**KIWIRAIL OFFICE DETAIL**

**Corridor Access Advisor**

**CONTACT**: **MOB**:

**RAIL PROTECTION REQUIRED:** [Yes/No **]**

**PROTECTION REQUIRED**: Signals & Comms [ Yes / No ] Traction - (Permit to Work EF201)[ Yes/ No ]

**ISSUING DATE:**  **PERMIT APPROVAL**: (Signature)

**APPLICANT’S DETAILS**

**COMPANY**: **CONTACT**:

**ADDRESS**: **PHONE**:

 **MOB**:

 **EMAIL**:

# PERMIT TO ENTER DETAILS

***ACCESS GRANTED TO APPLICANT UNDER THIS PERMIT AS FOLLOWS:***

**DATES:**

**DURING HOURS:**

**LOCATION**:

**WORK/WORKS (“WORKS”):***[insert]*

**CHARGES PAYABLE**: $ *[insert]* plus GST
[*select and itemise:* Minor Works/Medium Works/Major Works/Annual]

Where KiwiRail rail protection officers are provided, the hourly rate and other charges are set out on KiwiRail’s Website and will be invoiced to the Applicant separately

KiwiRail and the Applicant agree that the Applicant may enter the Location solely for the purpose of carrying out the Works, on the terms and conditions of this agreement (“**Permit”**):

**General**

1. This Permit must be shown when requested by any KiwiRail Holdings Ltd, or KiwiRail Limited (together referred to as "**KiwiRail**") employee, contractor or agent, or the relevant project construction manager.
2. This Permit, and the right of access to the Location granted under it, is not transferable and only applicable to the Works.
3. This Permit may be terminated at any time by KiwiRail, and for any reason. The Applicant shall have no claim against KiwiRail where this Permit is terminated.

**Charges**:

1. The Charges are payable by the Applicant upon signing this Permit. Payment is a condition of entry to the Location. The Charges reflect the reasonable costs incurred by KiwiRail in planning, co-ordinating and scheduling safe access for the Applicant and its personnel to the Location and includes, without limitation, some or all of the following:
2. KiwiRail time engaged in:
3. verifying documentation submitted in support of the application for permit to enter;
4. correspondence and/or meetings to establish work methods and protection systems. This may include risk assessments for inclusion in health and safety plans;
5. liaising with KiwiRail business units (e.g: protection, network and access planners, infrastructure and operations teams, Zero Harm, train control, property, traction, structural, track and civil teams, asset engineers) as may be required to assess proposed Works and impacts;
6. liaising with other rail participants (if required);
7. planning and scheduling access;
8. costs of any equipment supplied by KiwiRail.
9. Other charges may become payable upon amendment or variation of this Permit, or any other supporting documentation, or for rail protection services, audit of compliance with this Permit and other permit documents and/or for breach, as set out on KiwiRail’s website from time to time.
10. **Grant Agreement**: Where any infrastructure other than KiwiRail infrastructure is to be installed on KiwiRail property, the Applicant must also enter into a separate agreement with KiwiRail for the installation, maintenance, and continued access to and use of that infrastructure following construction (“**Grant Agreement**”).
11. **Clean-up**: The work site at the Location shall be cleaned upon completion of the Works and the Applicant will make good any damage caused to railway infrastructure or railway land to the satisfaction of KiwiRail. All fences and gates used for access must be returned to their original condition. Where the work site is not satisfactorily cleaned, the Applicant shall be liable for all clean-up costs incurred by KiwiRail, including the costs of KiwiRail staff time as a debt due and owing, payable on demand.
12. **Approach by Regulator or other authority** The Applicant will (unless prohibited by law) immediately advise KiwiRail of any approach by a regulator or other authority regarding any matter in relation to the Works or the Location, and provide KiwiRail with details of any enquiry (if verbal), or a copy of any written communication received. The Applicant will not admit liability in relation to any claim or potential claim without prior consultation with KiwiRail.
13. **No claim** The Applicant shall have no claim against KiwiRail in connection with or arising out of the Works and/or this Permit. This clause shall not override the terms and conditions of any written agreement between the Applicant and KiwiRail for the supply of goods or services, where entry to railway premises is required under that agreement.

**Health & Safety**

1. The Applicant is responsible for his/her or their workers' own safety at all times.
2. The Applicant is required to have and comply with a Location specific safety, health and environment plan, approved by KiwiRail. No changes may be made to the safety, health and environment plan without KiwiRail’s consent.
3. Prior to commencement, during, or after completion of the Works at the Location and at such other times as KiwiRail may require, the Applicant will meet and consult with KiwiRail (and any other contractors or third parties as KiwiRail may require) in relation to health and safety matters.
4. The Applicant must comply with, and ensure that its workers understand and comply with, all applicable safety legislation, including but not limited to the Railways Act 2005 and Health and Safety at Work Act 2015 or their successors and Regulations under those Acts or their successors.
5. If the Applicant intends to commence any notifiable work as defined in the Health & Safety in Employment Regulations 1995, the Applicant shall give written notice to KiwiRail at least 24 hours before the work is to commence.
6. All tools and equipment operated must at all times comply with the Railways Act 2005 and Health and Safety at Work Act 2015 or their successors and Regulations under those Acts or their successors, carry appropriate certification and be safe to operate.
7. **Incidents**
8. The Applicant will notify KiwiRail of all accidents, incidents, near misses, and hazards as soon as possible and, where any serious harm has occurred, ensure that the accident scene is not interfered with (except as permitted by relevant health and safety legislation). *Without limiting the foregoing if an incident occurs in or near the Location, the Applicant must contact Train Control on 0800 808 400 immediately*.
9. Where KiwiRail is required to investigate an incident which has been caused as a result of Works carried out under the Permit, the Applicant agrees to pay the costs of that investigation, including the costs of KiwiRail staff and external contractors' and agents' time.
10. In addition to the terms of any health and safety plan approved by KiwiRail, *Special Conditions – Health and Safety* apply to this Permit*.*

**Rail Protection**:

*[select one and delete as applicable]*

1. *Option 1*: Rail protection is not required as a condition of this Permit.

[*Option 2*: Rail protection is required as a condition of this Permit, and *Special Conditions – Rail Protection* apply to this Permit

**Breaking ground**

*[select one and delete as applicable]*

1. *Option 1*: No breaking ground or excavation Works are permitted at the Location under this Permit.

*Option 2*: Breaking ground and/or excavation Works are permitted at the Location, and *Special Conditions – Breaking Ground* apply to this Permit.

**Electrified Areas**

1. *Option 1*: No Works near overhead lines or equipment are permitted at the Location under this Permit.

*Option 2*: Works near overhead lines and/or equipment are permitted at the Location and *Special Conditions – Electrified Areas* apply to this Permit.

**Tunnel Work**

*[select one and delete as applicable]*

1. *Option 1*: No Works in or near tunnels are permitted under this Permit.

*Option 2*: Works in or near tunnels are permitted at the Location and *Special Conditions – Tunnels* apply to this Permit.

**Soil Sampling**

*[select one and delete as applicable]*

1. *Option 1*: No soil sampling will be required for the Works at the Location under this Permit.

*Option 2*: Soil sampling will be required for the Works at the Location and *Special Conditions – Soil Sampling* apply to this Permit.

**Suspended Loads**

*[select one and delete as applicable]*

1. *Option 1*: No suspended loads activity is permitted at the Location under this Permit.

*Option 2*: Suspended loads activity is permitted at the Location under this Permit and *Special Conditions – Suspended Loads* apply to this Permit.

**Tree Felling**

*[select one and delete as applicable]*

1. *Option 1*: No tree felling is permitted at the Location under this Permit.

*Option 2*: Tree felling is permitted at the Location under this Permit and *Special Conditions – Tree Felling* apply to this Permit.

**Temporary Traffic Management*****(TTM)***

*[select one and delete as applicable]*

1. *Option 1*: No TTM will be required for the Works at the Location under this Permit.

*Option 2*: The Works require TTM at the Location under this Permit and *Special Conditions – Temporary Traffic Management* *(TTM)* apply to this Permit.

**Subcontractors**

*[select one and delete as applicable]*

1. *Option 1*: No Sub Contractors are granted access to the Location to carry out Works under this Permit.

*Option 2*: The Applicant’s subcontractors [insert] are granted access to the Location to carry out Works under this Permit.

**Inconsistency with other terms**

1. In the event of any inconsistency between this Permit and any written agreement entered into between the Applicant and KiwiRail relating to entry to railway premises, the terms and conditions of that agreement will prevail.

**Other applicable provisions where no written agreement**

1. In the absence of, and subject to the terms of any other written agreement entered into between KiwiRail and the Applicant relating to entry to railway premises, the following provisions will apply:
2. The Applicant will, to the extent permissible by law, keep KiwiRail fully indemnified including against all damages, losses, expenses, costs and fines, from claims which may be made to the extent caused by or contributed to by the acts, omissions or presence of the signatory or his employees, contractors, agents or by the work.
3. The Applicant shall indemnify KiwiRail for all losses suffered by KiwiRail (including, without limitation, staff time, and business interruption losses) as a result of the Works, whether arising in tort or contract or otherwise.
4. The Applicant is required to hold public liability insurance satisfactory to KiwiRail (minimum $10,000,000). A copy of the Certificate of Currency must be provided upon renewal.
5. The work site at the Location must at all times be kept secure against trespass.
6. **Liquidated damages:**
	1. The continued operation of the rail corridor and rail operations in and around the Location at all times during the execution of the Works is of critical importance to KiwiRail. Accordingly, and without limiting clause 28(b) above, if the Applicant causes unapproved or unplanned disruption to train services then the Applicant shall be liable for the following liquidated damages:
		1. $1,500 per 15 minute period or part thereof between the hours of 06:01 to 09:00 and 15:01 to 19:01; and
		2. $500 per 15 minute period or part thereof at all other times.
	2. The Applicant and KiwiRail agree that the liquidated damages in this clause are a genuine pre-estimate of KiwiRail's loss, and are a legitimate compensation for its loss arising in the event of an unapproved or unplanned disruption.
7. **Delay**:
	1. no liquidated damages under this clause shall apply for delays less than 5 minutes in total duration.
	2. If a 15 minute period extends over two time periods set out above, then the damages shall apply for the full 15 minutes of the higher value time period that the delay occurred in.
	3. For the purposes of this clause a delay shall be deemed to have come to an end, where train services have been deemed by KiwiRail to have returned to normal scheduled operation on that operating day, or the effects of the delay(s) caused by the Applicant have been overcome. KiwiRail will act as a reasonable and prudent network access provider to mitigate the effects of such delays.

As Applicant, I have read and accept the above terms and conditions and agree that I, and my employees, contractors, and agents, will comply with them.

Name:

Position:

Signature:

Date:

**THE FOLLOWING SPECIAL CONDITIONS APPLY TO THIS PERMIT WHERE INDICATED ABOVE:**

**Special Conditions - Health and Safety**

The Applicant shall ensure that:

1. no personnel access the Location for the Works without having completed KiwiRail’s Health and Safety induction.
2. it provides and requires all personnel to use one orange padlock per person for locking onto and out of worksites at the Location.
3. all vehicles or plant operating in the rail corridor comply with G-TI-AL-9507 Managing Vehicles and Plant within the Rail Corridor (*copy attached*) and that it provides and requires all personnel to use a black padlock for each vehicle locking onto and out of the work site at the Location.
4. no conducting material (e.g. steel tape) touches both rails of the railway line simultaneously.
5. nothing encroaches within the distance of the track centre (side clearance) specified in the approved site safety plan except at permitted crossings or permitted in the additional conditions of this Permit.
6. no obstruction may be erected within 5m of the track centre unless expressly permitted otherwise in the additional conditions of this Permit.
7. no clothing is worn that is predominantly red or green.
8. only white lights are used.
9. appropriate Personal Protective Equipment ("PPE") is worn at all times by its personnel and subcontractors. PPE includes:
	1. Orange high visibility clothing as defined in AS/NZS 1906.4:2010.
	2. Steel capped lace up ankle high safety boots.
	3. Full body cover (ankle to elbow).
	4. Eye Protection - meeting AS/NZ 1337 standard.
10. if a block of line is required, Work proceeds only after the assigned rail protection officer has confirmed that the block of line is in place.

**Special Conditions – Rail Protection:**

The Applicant shall ensure that:

1. Work that is greater than 5m from track is protected by a safety fence or barrier to prevent any access to the railway.
2. Where rail protection provided by a party other than KiwiRail
	1. the approved rail protection officer is [name]; and
	2. the approved third party rail protection officer must be the person attending as rail protection officer at the Location unless agreed with KiwiRail’s access team.
3. A completed Track Access Request (TAR) form for all Works at the Location must be submitted to KiwiRail not less than **10 WORKING DAYS** prior to commencement of the Works.
4. **Cancellation or Postponement of work**: the Applicant must provide not less than **5 WORKING DAYS** notice of cancellation or postponement of Works where a KiwiRail rail protection officer has been arranged. Where the Applicant does not provide this notice, and KiwiRail has not been able, having used reasonable endeavours, to re-deploy the rail protection officer elsewhere, the Application will be liable pro rata for the charges payable to the end of notice
5. *[select if appropriate]* **Iwi consultation**: KiwiRail’s Te Kupenga Mahi representative will contact the Applicant regarding the blessing of the Location.

 **Special Conditions – Breaking Ground**

The Applicant shall ensure that:

1. All underground services are located prior to breaking ground at the Location.
2. A KiwiRail Permit to Dig is required for the Works. The Permit to Dig application must be submitted to KiwiRail not less than **15 WORKING DAYS** prior to commencing any Works involving breaking ground.
3. [*select if appropriate*] All underground services to be installed at the Location are installed at a minimum depth of 1.5m unless specific dispensation has been detailed as a special condition in a current, executed, Agreement to Grant.
4. All excavations are fenced.
5. Before U dig process must be followed for all 3rd party services.

**For Under Track Pipe Installations**

1. [*select if appropriate*] where Pipes are to be installed beneath track, that they are installed in accordance with C-SP-AE-64322 Installation of Utility Structures on Railway Land (*copy attached*); and
	1. for pipes greater than 300mm diameter, an approved system for monitoring the track for settlement shall be undertaken by the Applicant in accordance with section 14.6 of C-SO-AE-64322.  Settlement monitoring reports to be sent to:  [*insert email*](asset Engineer in respective area); and
	2. for pipes greater than 900mm, the assigned rail protection officer is also required to be at the Location while it is being installed.

**Special Conditions - Electrified Areas**

The Applicant shall ensure that:

1. A minimum of **15 WORKING DAYS'** notice is given to KiwiRail prior to commencement of Works near overhead lines and equipment.
2. For Works in Auckland Metro, NIMT Hamilton to Palmerston Nth, Wellington Metro areas:
3. all personnel working under this Permit holds the relevant Electrical Awareness competency:
* Working at stations and on platforms – Electrical Awareness Basic
* Working between stations in the rail corridor – Electrical Awareness Intermediate
1. Works within the Minimum Approach Distances (MAD) are approved by the regions traction supervisor/manager and either have an Electrical Safety Observer (ESO) on Location, or isolation in place.
2. no liquids are sprayed towards overhead lines or equipment (including paint spray and water blasting).

**Special Conditions - Tunnel Work**

The Applicant shall:

1. have in place and comply with a KiwiRail approved Tunnel Management Plan.
2. ensure that all personnel working under this Permit hold a current tunnel competency.

**Special Conditions - Soil Sampling**

The Applicant shall:

1. provide KiwiRail with copies of any contaminated land investigation reports related to KiwiRail land or property, within **20 WORKING DAYS** after completion of the Works, and discuss with KiwiRail prior to submittal of land investigation reports to any environmental regulatory body. Please send to environment@kiwirail.co.nz

**Special Conditions - Suspended Loads**

The Applicant shall ensure

1. Lift plans are approved by Kiwirail Project Manager or KiwiRail’s access team.
2. Slewing does not occur over the rail corridor and slew locks and/or an appropriate exclusion zone must be in place at all times.
3. Lifting suspended loads over the rail corridor is undertaken with rail protection in place and on authorisation of the Rail Protection Officer.

**Special Conditions - Tree Felling**

The Applicant shall ensure

1. Suitable measures are in place and complied with to mitigate any risk of slash affecting the rail corridor or KiwiRail drainage systems.

**Special Conditions – Temporary Traffic Management (TTM)**

1. The TMP/CAR number #### is approved for the Works.
2. The Applicant will ensure that:
3. It applies and complies with the TMP above; and
4. any proposed changes to the approved TMP, and all new TMPs in relation to the Works are sent to nationalpermits@kiwirail.co.nz for review and approval prior to the commencement of the Works.