



TERMS & CONDITIONS – DIAL BEFORE YOU DIG

The material provided or made available by Rail Corporation New South Wales (“**RailCorp**”) and its agents (including Sydney Trains) in relation to your Dial Before You Dig search (“**Information**”) in respect of the Search Area is provided subject to the following terms and conditions, which are taken to have been accepted when You use the Information:

Search Area

1. RailCorp has generated the Information based on the Search Area information You submitted to the Dial Before You Dig search. It is your responsibility to ensure the Search Area has been accurately defined, and if the Information does not match the Search Area, You must resubmit your enquiry with the Dial Before You Dig search.

RailCorp Dial Before You Dig Service Search

1. The Information **only** indicates the location of active electrical infrastructure power cables/tunnels/communication cables (“**RailCorp Assets**”) in the vicinity of the Search Area (please note the electrical infrastructure of other network providers may be located in the vicinity of the Search Area but will not be disclosed in the Information).
2. The Information only relates to proposed Works to be undertaken outside of the rail corridor. If the proposed Works are to take place within the rail corridor, you must request RailCorp to complete a separate service search.
3. The Information does not identify RailCorp’s Communication and Control systems/assets. Please contact RailCorp on (02) 9379 5000 if You require RailCorp to identify its Communications and Control systems/assets in the vicinity of the Search Area.
4. You are liable for the review of the Information before commencing any Works. You must ensure that Works have no adverse affect on any RailCorp Assets and/or RailCorp railway operations. If you determine that your works may impact upon RailCorp Assets and/or RailCorp railway operations, you may contact the appropriate RailCorp representative on the details below.

Engineering & Maintenance Interface
Airport Line Maintenance Engineer
RailCorp Communication and Control Systems

DBYD-Stage2works@transport.nsw.gov.au
phone (02) 9669 8602
phone (02) 9379 5000

5. **Validity:** The Information is only valid for a period of one (1) month after you have been provided the Information. If Works have not commenced within one (1) month of the date after the Information is provided, you must resubmit your enquiry with the Dial Before You Dig search.

RailCorp not liable for review and coordination

6. You are liable for the review of the Information before commencing any Works. You must ensure that Works have no adverse affect on any RailCorp Assets and/or RailCorp railway operations.

No representation or warranty by RailCorp

7. RailCorp does not make any representation or give any guarantee, warranty or undertaking (express or implied) as to the currency, accuracy, completeness, effectiveness or reliability of the Information. The Information, including any plans or diagrams:
 - (a) only indicates the approximate location of RailCorp Assets at the time the services were installed and may not show all RailCorp Assets in the vicinity of the Search Area;
 - (b) may be out of date and not show changes to surface levels, fences and other structures in the vicinity of the Search Area; and
 - (c) may indicate the possible presence or absence of RailCorp Assets in the Search Area and has not been checked for accuracy or completeness for the purposes of the Works.



Performance of the Works

8. You are responsible for, amongst other things:
- (a) ensuring that you exercise reasonable care and diligence in performing the Works and comply with RailCorp directions (if any) in relation to undertaking the Works;
 - (b) ensuring that once you have identified any services, Works are not undertaken:
 - (i) within 5 metre radius of any RailCorp electrical, Communication assets and
 - (ii) within 25 metres of any other RailCorp tunnel and/or Airport Line tunnel.
 - (c) ensuring the Information and any other relevant documents related to the Works are kept at the Search Area during the duration of the Works;
 - (d) immediately reporting to RailCorp's ICON-Electrical System Operator of any damage caused or threat of damage to RailCorp Assets in connection with the Works; and
 - (e) ensuring that the Information is used only for the purpose for which the Dial Before You Dig search is intended.

Release and indemnity

9. You acknowledge that You use the Information at your own risk. In consideration of the Dial Before You Dig search and the Information provided by RailCorp, to the fullest extent permitted by law:
- (a) RailCorp shall not be liable for any Loss, including consequential, special or indirect loss or damage, in respect of the Information provided to You, and your exclusive remedy for all Losses arising out of the Information provided to You (whether based on negligence, breach of warranty, strict liability, contract or otherwise) shall be limited, at RailCorp's absolute discretion, to:
 - (i) supplying the Information again; and
 - (ii) payment of the cost of having the Information supplied again.
 - (b) In no event will RailCorp be liable for, and You release RailCorp from any Loss arising from or in connection with the Information, including the use of or inability to use the Information and delay in the provision of Information:
 - (i) whether arising under statute or in contract, tort or any other legal doctrine, including any negligent act, omission or default (including wilful default) by RailCorp; and
 - (ii) regardless of whether RailCorp are or ought to have been aware of, or advised of, the possibility of such loss, costs or damages.
 - (c) You will indemnify RailCorp against any Loss arising from or in connection with RailCorp providing incorrect or incomplete information to You in connection with the Dial Before You Dig search.
 - (d) You assume all risks associated with the Information, including risk to your computer and software systems or data being damaged or destroyed by any virus, and You release and discharge RailCorp from all Loss whatsoever which might arise in respect of your use of the Information.



Legislative requirements and governing law

10. In carrying out the Works You must comply with all relevant laws and the lawful direction of any relevant authority (including RailCorp).
11. You acknowledge and agree that a person who undertakes excavation works is subject to duties and responsibilities under the *Work Health and Safety Act 2011* and *Work Health and Safety Regulation 2011*. WorkCover Authority has prepared the '*Work Near Underground Assets Guideline*' (as may be amended from time to time), which contains practical advice for working near underground utility services and guidance as to how to meet the requirements of the *Work Health and Safety Act 2011* when carrying out excavation works. A copy of the guide is available online at: <http://www.safework.nsw.gov.au/health-and-safety>
12. These terms and conditions are governed by the laws of New South Wales and You submit to the exclusive jurisdiction of the courts of New South Wales.
13. The following definitions apply in this document:
 - **“Loss”** includes any loss, cost, expense, claim, liability or damage (including arising in connection with personal injury, death or any damage to or loss of property and economic or consequential loss, lost profits, loss of revenue, loss of management time, opportunity costs or special damages). This definition includes “Losses”.
 - **“RailCorp”** means Rail Corporation New South Wales and its employees, officers, agents (including Sydney Trains), representatives and contractors.
 - **“Search Area”** means the property you defined when you submitted your Dial Before You Dig search.
 - **“Works”** means any type of excavation works.
 - **“You”** includes references to your employees, officers, agents, representatives, contractors and anyone else using the Information.

**In an emergency, or to notify RailCorp of any damage to its assets, contact
ICON (Electrical System Operator) on (02) 9379 4911 or 1800 060 015 **immediately****