

**CONDITIONS OF APPROVAL TO:
BUILD OVER SOUTH EAST WATER'S ASSET AND/OR
EASEMENTS
BUILD WITHIN 1.0M OF SOUTH EAST WATER'S**

PSP No: **Property**

Approval for the construction of any building or structure over South East Water's assets and / or easements or within 1.0m of South East Water's assets is conditional on the following standard conditions of consent;

1. The owner shall make himself/herself aware of the terms and conditions of this consent.
2. These standard conditions form part of the approval for the construction of the approved building or structure over South East Water's assets and / or easements or within 1.0m of South East Water's assets and shall be read in conjunction with:
 - a **Special conditions as detailed in correspondence dated** _____
(delete if special conditions are not applicable)
 - and / or**
 - b **The approved plan showing the** _____ **and South East Water's endorsement.**
3. The owner permits South East Water and its employees, authorised agents and contractors to enter into and upon the land and / or the building and structures contained on the land, for the purpose of inspecting, constructing, maintaining or repairing any sewer, pipe or other structure of South East Water, and if necessary for that purpose to excavate through any part of the building or structure for which approval has been granted.
4. The owner accepts sole responsibility for and releases South East Water, its employees, authorised agents and contractors in respect of all injury, loss or damage which may be sustained by the approved building and structures or any other property including the property of any person, and any illness, death or injury of any person as a result of works carried out by South East Water and its employees, authorised agents and contractors for the purpose of inspecting, constructing, maintaining or repairing any sewer, pipe or other structure of South East Water, beneath or in the vicinity of the building or structure except to the extent caused by the negligence of South East Water, its employees, authorised agents and contractors.
5. The owner accepts sole responsibility for and releases South East Water, its employees, authorised agents and contractors in respect of all injury, loss or damage which may be sustained by the South East Water sewer, pipe or other structure, or any other property, including the property of any person, and any illness, death or injury of any person, as a result of the approved building or structure having been constructed over or within 1.0m of the South East Water sewer, pipe or other structure and / or easement.
6. The owner indemnifies and shall keep indemnified South East Water against all actions, claims, suits and demands losses, damages, costs and expenses of any kind, arising out of or incidental to the construction of and / or retaining the approved building or structure over or within 1.0m of the South East Water sewer, pipe or other structure and / or easement; and any works carried out by South East Water referred to in clause 4 except to the extent caused by the negligence of South East Water, its employees, authorised agents and contractors.
7. The owner accepts full responsibility for the structural sufficiency of the approved building or structure and its footings, having regard for the presence of the South East Water sewer, pipe, other structure and / or easement.
8. Where a building control authority requires that a pier and beam type footing system is constructed to support the building or structure, such pier and beam footings shall not involve the use of impact driven piles and / or structures cantilevered over the South East Water sewer, pipe or other structure.
9. Any deviation from the approved plans will require a further application to be submitted for consideration. Such amended proposals will be considered on the merits of the application and may or may not be approved by South East Water.
10. The owner agrees to disclose the existence of and conditions of this consent to intending purchasers or mortgagees of the land and/ or the building and structures contained on the land.
11. This agreement shall be binding on all subsequent owners of the land and / or the approved building or structure contained on the land
12. It is the owner's responsibility to comply with all conditions of this consent. Failure to comply will invalidate the consent and may render the owner liable for prosecution as provided for in the Water Industry Act.

This consent does not constitute a building permit or a planning permit, as may be required by the Building Code of Australia, and the various building ordinances and by-laws of the State of Victoria and the Municipal authority in which the land is situated.

The existence and conditions of this agreement will be disclosed to any person making an "Application for an Information Statement" as part of advice pursuant to section 75 of the Water Industry Act 1994.

OFFICE USE ONLY

Authorised (Authorising officer's signature)	Name (Block letters please)	Date
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South East Water Limited ABN 89 066 902 547
 20 Corporate Drive (Locked Bag 1) Heatherton VIC 3202 Australia DX 36006 Moorabbin
 www.southeastwater.com.au Email: propdev@sewl.com.au
 General Enquiries: 131 694

