

# NSW Public Lighting Code

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Version 1.4

1 July 2024

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# Acknowledgement of Country



Department of Climate Change, Energy, the Environment and Water acknowledges the traditional custodians of the land and pays respect to Elders past, present and future.

We recognise Australian Aboriginal and Torres Strait Islander peoples' unique cultural and spiritual relationships to place and their rich contribution to society.

Artist and designer Nikita Ridgeway from Aboriginal design agency – Boss Lady Creative Designs, created the People and Community symbol.

NSW Public Lighting Code

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## Acknowledgements

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# Forward

Public lighting is an important contributor to a safe, secure and attractive visual environment for pedestrians and vehicular traffic during times of inadequate natural light.

A large majority of NSW Public Lighting Assets are owned and maintained by Service Providers. Local councils and Transport for NSW are the primary customers of Public Lighting Services provided by Service Providers.

This Code is not intended to replace or alter Regulatory Requirements arising under the national energy laws, nor is it intended to alter the application of the NSW Accredited Service Provider Scheme.

The Code is intended to support the reliable and efficient provision of Public Lighting Services.

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## 1 Commencement of the Code

Version 1.4 of the Code commences on 1 July 2024.

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## 2 Scope of the Code

(a) The Code sets out:

- (i) requirements for the provision of Public Lighting Services by Service Providers;
- (ii) Service Standards to be met by Service Providers;
- (iii) a requirement that Service Providers consult with Customers in relation to the types of Standard Public Lighting Technologies to be provided by Services Providers to Customers; and
- (iv) a mechanism that allows Services Providers and Customers to agree to the installation of Non-Standard Public Lighting Technologies.

(b) The Code does not apply to lighting designs.

(c) A Service Provider must comply with this Code as a condition of its distributor's licence issued under the Electricity Supply Act 1995 (NSW).

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## 3 Responsibilities

A Service Provider must:

- (a) provide Public Lighting Services in accordance with this Code and any applicable Regulatory Requirements; and
- (b) prepare reports as described in clause 9.

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## 4 Availability

The Department must publish the Code on a website administered by the Department.

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## 5 Amendment

- (a) The Department may amend this Code at any time.
  - (b) Notwithstanding clause 5(a), the Department must not amend the Code until:
    - (i) notice of the proposed amendments to the Code has been given to Service Providers and Customers to the satisfaction of the Department (in any form and manner as determined by the Department);
    - (ii) Service Providers and Customers have been given a reasonable opportunity to make submissions with respect to the proposed amendment (being not less than 15 Business Days from the date they are given notice of the proposed change by the Department); and
    - (iii) the Department has given due consideration to any such submissions, unless the Department is satisfied on reasonable grounds that the amendments to the Code are Non-Material Amendments.
  - (c) The Department may from time to time publish a consolidated version of this Code that incorporates amendments to the Code that have been notified and consulted on in accordance with paragraph (b).
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## 6 Nominated Representatives

- (a) A Service Provider must nominate a representative to be the primary representative of the Service Provider in dealings with a Customer.
  - (b) The Service Provider must liaise with each Customer to identify a representative from the Customer's organisation to be the primary point of contact between the Service Provider and the Customer with respect to all matters under this Code.
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## 7 Management Plan Network Standards and Work Instructions

- (a) A Service Provider must have in place a management plan which applies to all of the Service Provider's Customers in relation to the operation, maintenance, refurbishment, replacement, Repair and disposal of Public Lighting Assets (referred to as the Management Plan).
- (b) A Service Provider must take all reasonable steps to ensure its Management Plan is current.

- (c) A Service Provider must make reasonable efforts to consult with its Customers when developing and amending the Management Plan.
  - (d) A Service Provider must ensure that its Management Plan meets all the requirements of the Code.
  - (e) A Service Provider must include a maintenance program in the Management Plan which identifies the level of service to be provided by the Service Provider, in respect of:
    - (i) outage detection of Public Lighting Assets (for example inspection patrols of all Category V Lighting unless smart controls negate the need for such patrols), and service availability requirements of Public Lighting Assets;
    - (ii) bulk and spot lamp replacement and disposal as applicable;
    - (iii) Public Lighting Technology cleaning and inspection;
    - (iv) tree management strategies, including informing Customers of their responsibilities to manage vegetation to ensure effective lighting, including, to the extent reasonably practicable, documenting clearly and explicitly zones of clearance responsibility;
    - (v) inspection, test, Repair, and replacement of equipment including column/poles; and
    - (vi) condition monitoring.
  - (f) The Management Plan must set out how the Service Provider will:
    - (i) maintain records of maintenance and a process for recording maintenance activities of Public Lighting Assets; and
    - (ii) make modifications to its maintenance program as required.
  - (g) Subject to clause 7(h), the Service Provider must consult with its Customers when developing and amending policy documents (including network standards, work instructions or other similar documents) as they relate to Public Lighting Assets that determine:
    - (i) types of street light equipment in different locations;
    - (ii) the manner in which equipment is installed; or
    - (iii) how equipment is operated and maintained.
  - (h) Clause 7(g) does not apply where a Service Provider needs to make immediate changes to work instructions and other similar policy documents including, but not limited to, changes for safety management purposes.
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## 8 Public Lighting Inventory

- (a) A Service Provider must develop and maintain an inventory list of Public Lighting Assets for each Customer in accordance with this clause (Public Lighting Inventory).
- (b) A Public Lighting Inventory must record the following details for each Public Lighting Asset:
  - (i) for a Public Lighting Technology, its location (including GIS coordinates);

- (ii) Public Lighting Technology, covering light source, bracket, column / pole and connection type (all items to include height of Public Lighting Technology and material of column if available and applicable);
  - (iii) lamp rating (if applicable) and total power consumption assumed for billing purposes;
  - (iv) where the asset was installed after 1 January 2006, the date the lamp (where information is available), Public Lighting Technology, bracket, column / pole and connection, were installed;
  - (v) the Public Lighting Charges; and
  - (vi) any other information that is required to readily identify Public Lighting Charges, capital funding and ownership status.
- (c) If a Service Provider receives written notice from a Customer of a query in relation to the Service Provider's Public Lighting Inventory for that Customer, the Service Provider must investigate the query and report back to the Customer within 20 Business Days.
- (d) If a Service Provider has overcharged a Customer for a Monthly Billing Period (as documented in the Public Lighting Inventory), the Service Provider must refund the relevant amount to the Customer, or credit the Customer's account, within 45 Business Days, or as otherwise agreed with the Customer. If the amount is not credited within 45 Business Days or within the agreed timeframe, the Service Provider is to provide the refund by the end of the next Monthly Billing Period, unless otherwise agreed by the Customer.
- (e) A Service Provider must take all reasonable steps to ensure that the Public Lighting Inventory is accurate and complies with the requirements of this Code.
- (f) A Service Provider must develop and implement a process for verifying its total Public Lighting Inventory in its Public Lighting Management Plan that is consistent with section 12.5 of the Metrology Procedure: Part A published by AEMO under rule 7.16 of the National Electricity Rules.
- (g) A Service Provider must maintain and implement a documented process for making changes or updates to its Public Lighting Inventories with the objective of ensuring that the Public Lighting Inventory continues to be accurate and complies with the requirements of this Code. A Service Provider must consult with its Customers when amending these documents. The documented process must provide for making changes or updates to the Public Lighting Inventories within 60 Business Days of completion of any alteration to a Public Lighting Asset. This documented process must be made available to Customers upon reasonable request.
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## 9 Reporting

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### Annual Reports

- (a) A Service Provider must prepare an annual performance report by 31 August each year (Annual Performance Report), which must include:
- (i) activities undertaken in accordance with the Service Provider's Management Plan;
  - (ii) details regarding compliance with the Service Standards;

- (iii) details regarding compliance with the Service Provider's obligations under the Code;
  - (iv) confirmation of compliance with the metering requirements for type 7 metering installations set out in the Metrology Procedure published by AEMO under rule 7.16 of the National Electricity Rules;
  - (v) the number and value of payments and credits made under clauses 11(d), 11(e), 11(g) and 11(h); and
  - (vi) information on the dates and locations of any inspection patrols undertaken by the Service Provider.
- (b) Where there has been Widespread Non-conformity and/or there has been non-compliance with the Average Repair Standard, the following must also be included in the Annual Performance Report:
- (i) specific factors that contributed to the Widespread Non-conformity and/or the non-compliance with the Average Repair Standard;
  - (ii) the actions taken, or proposed to be taken, in order to rectify the Widespread Non-conformity and/or the non-compliance with the Average Repair Standard; and
  - (iii) the time taken, or expected timeframe, to address the Widespread Non-conformity and/or the non-compliance with the Average Repair Standard.
- (c) A Service Provider must prepare an annual report by 31 August each year for each of its Customers (Annual Customer Report) which must include:
- (i) information on maintenance activities undertaken for that Customer, including evidence of compliance with the maintenance program referenced in 7(e);
  - (ii) a current version of the Service Provider's Public Lighting Inventory for that Customer;
  - (iii) details of the current Luminaire types and smart controls Repaired by the Service Provider for the network as required in clause 7(e); and
  - (iv) any written agreements with the Customer to vary the Code in accordance with clause 15 of this Code, including the date and term of the agreement.
- (d) A Service Provider must provide to each of its Customers copies of the Service Provider's Annual Performance Report and the Annual Customer Report for that Customer no later than 31 August each year, or an alternate date approved by IPART.
- (e) A Service Provider must provide to IPART:
- (i) a copy of its Annual Performance Report no later than 31 August each year, or an alternate date approved by IPART; and
  - (ii) a copy of any of its Annual Customer Reports within 15 Business Days of a request from IPART.



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## Quarterly Reporting

- (f) A Service Provider must prepare a report for each Quarter (Quarterly Report) which must include (for the relevant Quarter):
  - (i) details of completion of each Repair, including the location, number and Business Days taken for the Repair to be completed, and whether the Fault to which the Repair relates was subject to an Excluded Fault Condition;
  - (ii) in relation to General Faults that were not Repaired within 10 Business Days (calculated in accordance with Schedule 1):
    - A. the number of such General Faults;
    - B. if Repaired, the number of Business Days taken to Repair each General Fault;
    - C. if not yet Repaired, for each General Fault the number of Business Days since the Fault Notification for that Fault was received;
  - (iii) in relation to Complex Faults that were not Repaired within 30 Business Days (calculated in accordance with Schedule 1):
    - A. the number of such Complex Faults;
    - B. the number of Business Days taken to Repair each Complex Fault;
    - C. if not yet Repaired, for each Complex Fault the number of Business Days since the Fault Notification for that Fault was received;
  - (iv) in relation to Priority Faults (whether or not subject to an Excluded Fault Condition):
    - A. the number of Priority Faults;
    - B. the number of Business Days taken to Repair each Priority Fault;
  - (v) details of compliance with the timeframes for performing Public Lighting Services under clause 10; and
  - (vi) information about any Force Majeure Event that occurred during the Quarter, including full particulars of the Force Majeure Event provided at clause 11(o),
- (g) In the event of Widespread Non-conformity, the following must be included in the Quarterly Report for the relevant Quarter:
  - (i) details of the specific factors that contributed to the Widespread Non-conformity;
  - (ii) any actions taken, or proposed to be taken, to address the Widespread Non-conformity; and
  - (iii) the time taken, or expected timeframe, to address the Widespread Non-conformity.
- (h) The Service Provider must provide the Quarterly Report to its Customers and IPART within one month of the end of the relevant Quarter to which the report relates or at a later date as approved by IPART.

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## Other Reporting

- (i) Customers and Service Providers may agree on any additional regular reporting requirements for the purpose of this Code.
  - (j) IPART may request in writing that a Service Provider provide reports to IPART regarding the Service Provider's compliance with this Code.
  - (k) A Service Provider must provide reports relating to compliance with this Code to IPART in the form requested by IPART within 15 Business Days of receipt of a written request referred to in clause 9(j).
  - (l) The Department may, for policy or other purposes, request in writing that a Service Provider provide a report to the Department regarding the Service Provider's provision of Public Lighting Services. The Service Provider must comply with such request within 30 Business Days or by a date otherwise agreed with the Department.
  - (m) Service Providers must permit Customers to share information included in quarterly and annual reports prepared under this clause 9 with other Customers.
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## 10 Required timeframe for installation of up to 10 Standard Public Lighting Technologies

- (a) Nothing in this clause is intended to alter or replace:
  - (i) an agreement reached between the Customer and the Service Provider in relation to the performance of Public Lighting Services; or
  - (ii) Regulatory Requirements (for example contestability Regulatory Requirements) which apply or may apply to Public Lighting Services,and in the event of an inconsistency, the agreement or the Regulatory Requirement (as the case may be) is to prevail to the extent of the inconsistency.
- (b) If a Customer requests in writing that its Service Provider provide Public Lighting Services involving the installation of up to 10 Standard Public Lighting Technologies as part of a specific single work order, the Service Provider must:
  - (i) use reasonable endeavours to meet the specific details of the Customer's request;
  - (ii) install Standard Public Lighting Technologies;
  - (iii) perform the required services in a timely fashion and in any event within 90 Business Days, or at a time mutually agreed between the Service Provider and Customer, from the date of receipt of a written approval of a quote by a Customer; and
  - (iv) provide notice to the Customer of completion of the Public Lighting Services within 20 Business Days of completion.
- (c) Where the Service Provider expects that it will not be able to meet the timeframes specified in clause 10(b), the Service Provider must notify the Customer in writing of the expected delay as

soon as practicable after becoming aware of the expected delay and provide reasons for the delay.

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## 11 Service Provider Performance Requirements

- (a) A Service Provider must ensure that it operates Public Lighting Assets safely, efficiently and effectively over the Public Lighting Assets' economic life in accordance with 'in-service' values specified for 'Category V' and 'Category P' lighting in AS/NZS 1158.
- (b) A Service Provider must maintain a 24-hour facility to receive calls or online-based reporting of Faults.
- (c) A Service Provider must meet the Service Standards specified in Schedule 1.
- (d) If the Service Provider exceeds the Individual Repair Standard or Permitted Repair Standard for a Fault, the Service Provider must pay \$25 to the first person who made the Fault Report if that person is:
  - (i) the owner or occupier of a premises that abuts the part of the street that, but for the Fault, would ordinarily be illuminated by the Public Lighting Asset: or
  - (ii) a Customer of the Service Provider for the Public Lighting Asset affected by the Fault.
- (e) Subject to clause 11(f), if a Service Provider has not Repaired a Priority Fault by the end of the following Monthly Billing Period, the Service Provider must credit an additional \$25 to the Customer for each month until the Fault is Repaired.
- (f) Payments regarding an individual Public Lighting Asset under clause 11(d) are capped at \$25 per year for Faults that are reasonably identified by the Service Provider to be the result of vandalism.
- (g) If the Service Provider exceeds the Average Repair Standard for Complex Faults (as specified in Schedule 1) for the relevant financial year, the Service Provider must credit the relevant Customer's account with 0.25% of the total annual maintenance charge for that Customer for that year.
- (h) If the Service Provider exceeds the Average Repair Standard for General Faults (as specified in Schedule 1) for the relevant financial year, the Service Provider must credit the relevant Customer's account with 0.25% of the total annual maintenance charge for that Customer for that year.
- (i) A Service Provider is required to credit a Customer's account in accordance with clauses 11(e), 11(g) and 11(h) on an annual basis.
- (j) A payment made under clauses 11(d) and 11(e) or a credit on a Customer's account made under clauses 11(g) and 11(h), does not:
  - (i) in any way alter or diminish any rights that a Customer may have against any person under any trade practices or other applicable legislation, common law or contract; or
  - (ii) represent any admission of legal liability by the Service Provider.

- (k) The Service Standards do not apply where compliance with the Service Standards is affected by:
  - (i) a Force Majeure Event that did not result in a loss of electricity supply to electricity customers; or
  - (ii) a Force Majeure Event that resulted in a loss of electricity supply to electricity customers; or
  - (iii) a Fault which required replacement of the electricity distribution pole.
- (l) Where clause 11(k)(ii) applies, the period for which Service Standards do not apply to the Service Provider can be no longer than 20 Business Days after the day on which electricity supply has been made available to electricity customers.
- (m) To avoid doubt, where any of clauses 11(k)(i)-(iii) apply, the payment obligations in clauses 11(d) and 11(e) do not apply for the period during which the Service Standards do not apply.
- (n) At the commencement of a Force Majeure Event, the Service Provider must notify each affected Customer as soon as reasonably possible in writing of the Force Majeure Event.
- (o) A Force Majeure Event notice under clause 11(n) must include:
  - (i) the Service Provider's intention to seek Force Majeure Event relief under the Code;
  - (ii) the location of (and area affected by) the Force Majeure Event;
  - (iii) the likely duration of the Force Majeure Event;
  - (iv) an estimate of the period of time required to enable the Service Provider to resume full performance of its obligations;
  - (v) if the Force Majeure Event is expected to last longer than 10 Business Days, the Service Provider's plans to manage any back log of Repairs and return to the Service Standards (including having regard to any Priority Fault).
- (p) At the end of a Force Majeure Event, the Service Provider must notify the Customer(s) in writing, within 14 Business Days of the Force Majeure Event ending, that the Force Majeure Event has ended.
- (q) Any bill issued by a Service Provider to a Customer for a Monthly Billing Period must contain:
  - (i) a list of all Public Lighting Charges including carrying values charges; and
  - (ii) details of changes to the Public Lighting Inventory (both installations and removals) for the Customer since the previous bill.
- (r) If a Service Provider is unable to provide the information in clause 11(q) with any bill, it must document the actions it will take to ensure it will be able to meet this requirement in the relevant Management Plan.
- (s) Where there is no applicable Service Standard for a Public Lighting Service provided by the Service Provider, the Service Provider must document the level of service to be provided in the relevant Management Plan.

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## 12 Standard Public Lighting Technology

- (a) A Service Provider must develop and maintain a list of Standard Public Lighting Technology for all Customers (Standard Public Lighting Technology List) which will be used as the basis for all new and replacement installations of Public Lighting Assets, unless a Customer makes a request for a Non-Standard Public Lighting Technology in accordance with clause 13.
- (b) A Service Provider must make the most current version of their Standard Public Lighting Technology List available to each Customer and provide a revised Standard Public Lighting Technology List to each Customer upon any change to the Standard Public Lighting Technology List.
- (c) A Customer or the Service Provider may propose Public Lighting Technology be added to or removed from the Standard Public Lighting Technology List.
- (d) Upon receipt of a proposal under cl 12(c) or at any time and before adding or removing a Public Lighting Technology from the Standard Public Lighting Technology List, the Service Provider must consult with its Customers with respect to:
  - (i) the addition or removal of the Public Lighting Technology;
  - (ii) the technical specifications for the Public Lighting Technology ;
  - (iii) the strategies for sourcing the Public Lighting Technology; and
  - (iv) the annual cost to Customers including the capital and operating costs of the Public Lighting Technology.
- (e) The Service Provider must take into account any comments and recommendations made by its Customers during the consultation required under clause 12(d).
- (f) Where, during the consultation required under Clause 12(d),
  - (i) a majority of the Customers agree on the technical specifications for the Public Lighting Technology and
  - (ii) the Service Provider determines to add the Public Lighting Technology to the Standard Public Lighting Technology List,then the addition of the Public Lighting Technology must be consistent with the technical specifications agreed by those Customers, but only if:
  - (i) there is no material inconsistency with the Service Provider's technical standards with respect to connection to its distribution system (if applicable);
  - (ii) there is no inconsistency with Clause 12(h);
  - (iii) the Customers who agreed to the technical specifications for the Public Lighting Technology have provided written agreement to pay the fair and reasonable charge for the operation, maintenance and Repair of the Public Lighting Technology that meets the agreed specifications.
- (g) Where, during the consultation required under clause 12(d), a majority of the Customers agree on the technical specifications for the addition of a Public Lighting Technology, the Service Provider

must consider and not unreasonably refuse to add the Public Lighting Technology to the Standard Public Lighting Technology List if;

- (i) Customers have provided substantive evidence that the Public Lighting Technology is fit for purpose, including with respect to reliability;
  - (ii) Customers have provided substantive evidence that the Public Lighting Technology provides a value benefit, through reduced operating costs, improved reliability, or improved light function for an equivalent cost relative to an existing Public Lighting Technology on the Standard Public Lighting Technology List;
  - (iii) there is no material inconsistency with the Service Provider's technical standards with respect to connection to its distribution system (if applicable);
  - (iv) there is no inconsistency with clause 12(h);
  - (v) the Customers who agreed to the addition of the Public Lighting Technology, have provided written agreement to pay the fair and reasonable charge for the operation, maintenance and Repair of the Public Lighting Technology that meets the agreed specifications.
- (h) The Standard Public Lighting Technology List must, where applicable, comply with Australian Standard AS/NZS 60598.2.3:2015 Luminaires Part 2.3: Particular Requirements – Luminaires for road and street lighting, Regulatory Requirements and any applicable standards between the Customer and Service Provider and open, interoperable, protocols, such as TALQ Smart City Protocol 2 for smart controls.
- (i) Where a Service Provider agrees to add a Public Lighting Technology to the Standard Public Lighting Technology List and that Public Lighting Technology involves intelligent control of lighting or sensing of one or more external parameters, the Service Provider must:
- (i) provide secure read-only access to the central management system of any system that monitors the status, settings, performance and energy consumption of the Customer's streetlights and provide a mechanism by which Customers can adjust lighting levels and timing in their role as the Roads Authority and/or Public Authority;
  - (ii) manage street lighting data from smart controls and the central management system as customer-in-confidence data; and
  - (iii) allow Customers to determine what sensors are installed in or on street lights that are associated with a Public Lighting Service for which they pay.
- (j) Where a Service Provider installs and owns smart street lighting controls, it must:
- (i) allow Customers ready access to relevant data from the controls for the purpose of review, analysis and auditing associated with direct operation of street lights for which they pay; and
  - (ii) allow Customers to retain ownership of data from sensors that they request or agree to have installed on, in or in association with street lights for which they pay unless otherwise agreed in writing by the Customer.
- (k) Where a Service Provider does not add a Public Lighting Technology to the Standard Public Lighting Technology List following a request from a Customer under clause 12(c), the Service Provider must provide the reasons for its decision in writing to the Customer as soon as reasonably practicable, subject to clause 12(l).

- (l) Where a Service Provider does not add a Public Lighting Technology to the Standard Public Lighting Technology List, and there was agreement from a majority of Customers under clause 12(g) on the technical specifications for the addition of the Public Lighting Technology, the Service Provider must provide the reasons for its decision in writing to the Customers within 60 Business Days of the decision. Acceptable reasons for not adding the technology include, but are not limited to:
    - (i) limiting the frequency of changes in the Public Lighting Technologies included on the Standard Public Lighting Technology List;
    - (ii) limiting an increase in the number of Public Lighting Technologies on the Standard Public Lighting Technology List;
    - (iii) potential increases in Service Provider costs where this could not be directly recovered from Customers;
    - (iv) the Service Provider cannot integrate the technology into their existing network operations;
    - (v) integration of the proposed Public Lighting Technology would result in a duplication of Public Lighting Technology already on the Standard Public Lighting Technology List.
  - (m) For the removal of doubt, the process for including a Public Lighting Technology on the Standard Public Lighting Technology List outlined in this clause is not required in the case of updates of a specific Public Lighting Technology already on the Standard Public Lighting Technology List.
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## 13 Non-Standard Public Lighting Technologies

- (a) Where a Non-Standard Public Lighting Technology is owned, or has previously been maintained as a Public Lighting Asset for a Customer, by a Service Provider, the Service Provider must continue to provide Public Lighting Services in respect of that Public Lighting Asset on fair and reasonable terms, which must be set out in the Management Plan, until the end of the useful economic life of the Public Lighting Asset or until the Customer has agreed to its removal. The useful economic life of the Public Lighting Asset is the period over which it is depreciated.
- (b) Where a new or replacement Public Lighting Technology is to be installed for the provision of Public Lighting Services, the Customer may request in writing that the Service Provider install a Non-Standard Public Lighting Technology.
- (c) The Service Provider must allow the Customer to request a Non-Standard Public Lighting Technology provided that the Non-Standard Public Lighting Technology meets the following criteria:
  - (i) the mounting facility for the Non-Standard Public Lighting Technology complies with SA/SNZ TS 1158.6:2015 Section 2 Mechanical and Physical Requirements and Recommendations;
  - (ii) the Non-Standard Public Lighting Technology is an LED;



- (iii) the Non-Standard Public Lighting Technology is listed on the NEM Load Table (Unmetered Loads) published by the AEMO or the Customer demonstrates in writing that the manufacturer has applied, or agreed to apply, for listing on the NEM Load Table (Unmetered Loads);
  - (iv) the Non-Standard Public Lighting Technology has a NEMA/ANSI C136.41 7 PIN dimming receptacle unless otherwise agreed between the Customer and Service Provider;
  - (v) the Customer agrees to pay the reasonable maintenance costs of the Non-Standard Public Lighting Technology which do not present significant additional maintenance risks for the Service provider;
  - (vi) the Customer agrees to pay the reasonable costs of the Service Provider for technical assessment of the Non-Standard Public Lighting Technology; and
  - (vii) the Non-Standard Public Lighting Technology complies with all technical specifications set by Service Provider.
- (d) The process to request the installation of a Non-Standard Public Lighting Technology for the provision of Public Lighting Services must be clearly described in the Service Provider's Public Lighting Management Plan.
- (e) Where a Non-Standard Public Lighting Technology used for the provision of Public Lighting Services needs to be replaced, the Customer is responsible for replacing the Non-Standard Public Lighting Technology. If the Customer does not identify a suitable replacement for the Non-Standard Public Lighting Technology within 100 Business Days of the date on which the need for replacement is identified, the Service Provider may replace the Non-Standard Public Lighting Technology with a Public Lighting Technology from the Standard Public Lighting Technology List.
- (f) Where a Customer makes a request in accordance with clause 13(c), a Service Provider must:
- (i) notify the Customer of its decision within 30 Business Days of receipt of the request; and
  - (ii) if the Service Provider declines the request, advise the Customer in writing of the reasons why it has declined the request.

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## 14 Breach of the Code

- (a) A Service Provider will Breach the Code upon occurrence of any of the following events:
- (i) for a Priority Fault, in the event of:
    - A. Widespread Non-conformity for failure to Repair the Priority Fault within the Average Repair Standard, or
    - B. any failure to comply with Schedule 1, clause 1(c).
  - (ii) for a General Fault, in the event of Widespread Non-conformity of failure to Repair the General Fault within the Average Repair Standard;
  - (iii) for a Complex Fault, in the event of Widespread Non-conformity of failure to Repair the Complex Fault within the Average Repair Standard;



- (iv) failure to comply with clause 8(d) or 8(e), or 11(i), of the Code (relating to a Service Provider's obligation to refund or credit a Customer's account in the event of incorrect billing and exceeding the relevant repair standard);
  - (v) failure to comply with clause 9 of the Code (relating to reporting) for over 50% of Customers within a financial year.
- (b) A Service Provider must immediately notify IPART in writing upon becoming aware of any Breach of clause 14(a)(i)(B) or 14(a)(iv).

[Note 1: For Widespread Non-conformity to be triggered, a Service Provider, must be in breach of an obligation under the Code covering at least half of its total Customers. For example, if a Service Provider, with 63 Customers in its network area, was in breach of the Priority Fault Average Repair Standard for at least 32 of its customers across its network, this would be considered a Breach of the Code.]

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## 15 Variation

- (a) A Service Provider or a Customer may seek written agreement from the other to vary the application of this Code except with respect to clauses 1, 2, 3, 4, 5, 9 and 14.
- (b) Any variation to the operation of this Code agreed between the Service Provider and the Customer in accordance with this clause, including variations to the Service Standards must be:
  - (i) documented in writing;
  - (ii) provided to the Department within 10 Business Days of a written request from the Department; and
  - (iii) provided to IPART within 10 Business Days of a written request from IPART.
- (c) In the event of any inconsistency between this Code and a written agreement made in accordance with this clause, the written agreement prevails to the extent of the inconsistency.

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## 16 Dispute Resolution

- (a) The Service Provider must process a Complaint by a Customer in accordance with Australian Standard AS 10002:2022 Guidelines for complaint management in organizations, as updated or amended from time to time.
- (b) Where the Service Provider does not resolve the Complaint to the Customer's satisfaction, the Customer may refer the matter to mediation by an independent third party, such as the Australian Disputes Centre or another individual or organisation agreed to by both parties.
- (c) Where a Complaint is referred to mediation in accordance with clause 16(b), the Service Provider must attend the mediation and negotiate in good faith to resolve the Complaint.

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## 17 Review

- (a) The Department is to periodically review the operation of this Code to determine whether the terms of the Code remain appropriate for securing the relevant policy objectives.
  - (b) A review of the Code is to commence 3 years before the commencement of each Regulatory Control Period for Service Providers.
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## 18 Interpretation

- (a) In the event of any inconsistency between this Code and the National Electricity Law (NSW), the National Energy Retail Law (NSW) or the Electricity Supply Act 1995 (NSW), the National Electricity Law (NSW), the National Energy Retail Law (NSW) or the Electricity Supply Act 1995 (NSW), as the case may be, prevails to the extent of the inconsistency.
  - (b) Where any obligation under this Code is required to be performed on a day that is not a Business Day, the obligation may be performed on the next Business Day.
  - (c) Notes do not form part of this Code.
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## 19 Definitions

**AEMO** means the Australian Energy Market Operator Limited (ABN 94 072 010 327).

**Annual Customer Report** means the report prepared in accordance with clause 9(c).

**Annual Performance Report** means the report prepared in accordance with clause 9(a) and (b).

**AS/NZS 1158** means the series of standards applying to the lighting of roads and public spaces set out in AS/NZS 1158 as updated from time to time.

**Average Repair Standard** means, for a financial year, the average number of Business Days within which Faults must be Repaired as specified at Schedule 1 Table A Column 3.

**Breach** has the meaning given in clause 14(a).

**Business Day** means a day that is not a Saturday, Sunday, or public holiday in Sydney, New South Wales.

**Calendar Month** means a period commencing at the beginning of a day of a month and ending immediately before the beginning of the corresponding day of the next month.

**Category V Lighting** means lighting situated on a road where the visual requirements of motorists are dominant, being a road with lighting of subcategories ranging from V1 to V5.

**Code** means the version of the NSW Public Lighting Code as in force from time to time in accordance with clause 1.

**Complaint** means a written expression of dissatisfaction about an action, a proposed action, or a failure to act by the Service Provider, its employees or contractors. This includes failure by the Service Provider to observe its published practices or procedures.

**Complex Fault** means a Fault, that may become a Priority Fault and may be subject to an Excluded Fault Condition, where:

- (i) a site-specific traffic management plan and an additional dedicated traffic control crew are required; or
- (ii) a site-specific Road Occupancy Licence or other specific authority for road occupancy is required; or
- (iii) identification of an underground fault is required.

**Customer** means a council (as defined by the Local Government Act 1993) or a Public Authority of a Local, State or Federal Government.

**Department** means the Department of Climate Change, Energy, the Environment and Water and any name it may be known by in the future.

**Distributor** has the meaning given to that term in the National Energy Retail Law (NSW).

**Excluded Fault Condition** means a condition affecting the Repair time for a Fault as described in Schedule 1 Table B.

**Fault** means circumstances where the lumen output of a Public Lighting Technology used for the provision of Public Lighting Services has dropped below the standards set out in AS/NZS 1158, or a Public Lighting Technology is operating inconsistently with the operating times agreed with the Customer ("day-burner"). A Fault includes a Complex Fault, General Fault and Priority Fault.

[Note 2 : For avoidance of doubt, a Fault occurs in the above circumstances irrespective of whether its cause originated in or involved a Public Lighting Technology.]

**Fault Notification** – has the meaning given in Schedule 1, clause 2(b).

**Fault Report** means a report of a Fault received by the Service Provider in written or verbal form, including through a facility to receive calls, through a report by a member of the public to an employee of a Service Provider in the street or online-based reporting) .

**Fault Type** means the Fault types specified in Column 1 of Table A in Schedule 1.

**Force Majeure Event** means, without limiting its generality, any of the following events or occurrences not within a Service Provider's control, but only to the extent that the Service Provider is prevented from, or delayed in, performing the Service Provider's obligations under this Code, taking into account contingency measures that the Service Provider should reasonably have in place:

- (i) acts of God, including Natural Disasters;
- (ii) war, revolution or other state of armed hostility of a like nature;
- (iii) insurrection, an act of terrorism, civil disturbances or riot;
- (iv) collisions or accidents which constitute a major catastrophe, an example being an aircraft crash; or
- (v) state-wide or national industrial disputation that prevents delivery of Public Lighting Services.

**General Fault** means any Fault, other than a Complex Fault, that may be subject to an Excluded Fault Condition.

**Individual Repair Standard** means the number of Business Days within which an individual Fault must be Repaired as specified at Schedule 1 Table A Column 2.

**IPART** means the Independent Pricing and Regulatory Tribunal of NSW.

**Luminaire** means an apparatus that distributes, filters or transforms the light transmitted from one or more light sources and includes, other than the light source(s) themselves, all the parts necessary for fixing and protecting the light source(s) and where necessary circuit auxiliaries together with the means for connecting them to the electricity distribution system.

**Management Plan** means the management plan referred to in clause 6.

**Monthly Billing Period** means the time between the start date and closing date of a bill (inclusive) issued by a Service Provider for each Calendar Month.

**Natural Disaster** means an event that is declared as a natural disaster by the responsible NSW Minister for the purposes of the NSW Disaster Assistance Arrangements.

**NEM** means the Australian National Electricity Market.

**NEM Load Table** means the power consumption values for type 7 metering installations for each unmetered device, as updated and published by the Australian Energy Market Operator.

**Non-Material Amendment** means an amendment to this Code that the Department considers will have little or no financial or operational impact on Service Providers or Customers and includes:

- (i) correction of grammatical errors, omissions, numbering or other similar matters contained within the Code; and
- (ii) the changing of processes and procedures where this will have little or no financial or operational impact on Service Providers or Customers.

**Non-Standard Public Lighting Technology** means a Public Lighting Technology which does not appear on a Service Provider's Standard Public Lighting Technology List.

**Permitted Repair Standard** means the number of Business Days within which an individual Fault must be Repaired as specified at Schedule 1 Table B Column 2.

**Priority Fault** means a Fault relating to lighting at pedestrian crossings or groups of three or more consecutive lights that are Category V Lighting (whether or not subject to an Excluded Fault Condition).

**Public Authority** means a public or local authority constituted by or under an Act or a statutory body representing the Crown and includes a statutory State-owned corporation and its subsidiaries.

**Public Lighting Assets** means all assets of:

- (i) the Service Provider; or
- (ii) the Customer that the Service Provider has agreed to maintain,

that are used for the provision of Public Lighting Services, including Public Lighting Technologies, mounting brackets and supports on which the fixtures are mounted, supply cables and control equipment (for example, photoelectric cells and control circuitry) but not including the Service Provider's protection equipment (for example, fuses and circuit breakers).

**Public Lighting Charges** means the charges payable with respect to the Public Lighting Services provided in relation to a Public Lighting Asset and, where applicable, the charges approved by the Australian Energy Regulator.

**Public Lighting Inventory** means the inventory list prepared for Public Lighting Assets in accordance with clause 8.

**Public Lighting Service** means any service provided to a Customer for the purpose of lighting public places, including:

- (i) the operation, maintenance, Repair and replacement of Public Lighting Assets;
- (ii) the alteration and relocation of Public Lighting Assets; and
- (iii) the installation and provision of new Public Lighting Assets.

**Public Lighting Technology** includes dedicated poles/columns (including multi-function poles with public lights), brackets/supports, glare shields, Luminaires, smart lighting controls, associated operational sensors, and any central management systems or other dedicated computer applications or systems used to support public lighting equipment and related accessories. For clarity, Public Lighting Technology does not include network distribution assets of any type.

**Quarter** means 1 January - 31 March, 1 April - 30 June, 1 July - 30 September and 1 October - 31 December in any year as relevant.

**Quarterly Report** means the report prepared in accordance with clause 9(f) and (g).

**Regulatory Control Period** has the meaning given to it in the National Electricity Rules.

**Regulatory Requirements** means all relevant legislation, regulations, licences, proclamations and Ministerial directions relevant to the provision of Public Lighting Services in NSW.

**Repair** means the fixing of a Fault and could include the provision of alternative lighting, providing the alternative lighting is adequate (having regard to the purpose of the lighting) and remains in place until the Fault is otherwise fixed, repaired or replaced.

**Road Occupancy Licence** means a consent granted by a Roads Authority under section 138 of the Roads Act 1993 (NSW).

**Roads Authority** has the meaning given to that term in the Roads Act 1993 (NSW).

**Service Provider** means a Distributor providing Public Lighting Services.

**Service Standards** means the standards of service that the Service Provider must meet in the delivery of Public Lighting Services as specified in Schedule 1 clause 1.

**Standard Public Lighting Technology** means a Public Lighting Technology appearing on a Service Provider's Standard Public Lighting Technology List from time to time.

**Standard Public Lighting Technology List** means the list prepared and amended in accordance with clause 12.

**Widespread Non-conformity** occurs where a Service Provider fails to meet a Service Standard within the required timeframe (or annually where no timeframe is stated) for over 50% of a Service Provider's total Customers.

# Schedule 1

## Service Standards – Repair of Faults

- (a) The Service Provider must Repair a Fault listed in Column 1 (Public Lighting Asset Fault Types) of Table A within the number of Business Days specified in Column 2 (Individual Repair Standard) and Column 3 (Average Repair Standard) of Table A (as applicable) unless the Fault is subject to an Excluded Fault Condition.
- (b) The Service Provider must Repair a Fault subject to an Excluded Fault Condition within the period specified in Column 2 (Permitted Repair Standard) of Table B.
- (c) The Service Provider must prioritise Repair of a Priority Fault in accordance with the Service Provider's process on managing a Priority Fault where it affects public safety.

**Table A - Delivery of Public Lighting Services**

Column 1: Public Lighting Asset Fault Type	Column 2: Individual Repair Standard	Column 3: Average Repair Standard (for each relevant financial year)
<i>Complex Faults</i>	30 Business Days of Fault Notification.	25 Business Days of Fault Notification on average.
<i>General Faults</i>	10 Business Days of Fault Notification.	8 Business Days of Fault Notification on average.
<i>Priority Faults</i>	Not applicable	4 Business Days of Fault Notification on average.

**Table B – Excluded Fault Conditions**

Fault conditions which are excluded from the Individual Repair Standard and Average Repair Standard

Column 1: Fault Condition	Column 2: Permitted Repair Standard (Maximum Business Days)
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(i)	Where there is a Fault to a Non-Standard Public Lighting Technology, and the Service Provider does not have spare parts available and where the Service Provider has taken all reasonable steps to source those parts as soon as practicable	100
(ii)	Where the Service Provider must give notice to third parties for access as required by Regulatory Requirements or otherwise	As communicated by the Service Provider to the Customer and not objected to by the Customer
(iii)	Where there are delays in undertaking the Repairs as communicated to the Customer or as requested by the Customer	As communicated by the Service Provider to the Customer and not objected to by the Customer

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## Calculation of Business Days

- a. For the purposes of Table A and Table B, Business Days are to be calculated in accordance with this clause 2.
- b. Where a Fault Report is received:
  - (i) on a Business Day, the Fault is taken to have been notified on that Business Day;
  - (ii) on a day that is not a Business Day, the Fault is taken to have been notified on the next Business Day,

**(Fault Notification).**
- c. Where a Fault is Repaired on a day that is not a Business Day, the Fault is treated as being Repaired on the following Business Day.
- d. The day of Fault Notification is to be included when calculating the number of days taken to Repair a Fault, except:
  - (i) where a Fault Notification is received on a Business Day and Repaired on that Business Day, the number of days to Repair is zero;
  - (ii) where a Fault Notification is received on a day that is not a Business Day and Repaired on the next Business Day, the number of days to Repair is zero.
- e. For the purposes of assessing compliance with the Average Repair Standard for any relevant financial year, the average Business Days taken for Faults of a particular Fault Type to be Repaired is to be calculated as follows:

(The number of days taken for the Service Provider to Repair all Faults of that Fault Type PLUS the number of days that all Faults of that Fault Type remain unrepaired from the date of Fault Notification for the relevant Customer)

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(The number of Repaired Faults of that Fault Type PLUS the number of unrepaired Faults of that Fault Type for the relevant Customer)

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## Notification of Priority Faults

Where a Service Provider receives a Fault Notification for a Priority Fault, the Service Provider must:

- a. as soon as reasonably possible notify the Roads Authority;
- b. as soon as practicable, inform the Roads Authority of the expected timeframe for Repairs;  
and
- c. inform the Roads Authority when the Repairs are completed.

For the avoidance of doubt, this requirement can be satisfied by the provision of the relevant information by the Service Provider through an internet-based information service.