

Terms and Conditions for Network Access Permit

Please read these Terms and Conditions carefully as they contain important information regarding Your rights and obligations. The signing of your Acceptance is on the express understanding that the granting of access under a Network Access Permit is subject to these Terms and Conditions which You must comply with.

Access is granted to You on the condition that access to the Network and performance of Your Activities are entirely at Your own risk (except to the extent expressly specified in these Terms and Conditions).

1. Application

- 1.1. Your Network Access Permit is a contract between SA Power Networks and You in relation to Your access to Our Network and the performance of Your Activities. The Network Access Permit incorporates these Terms and Conditions and the terms of Your Application, the Quotation, Your Acceptance, any Purchase Order, any Special Conditions, and any Hard Copy Permit.
- 1.2. If there is any inconsistency between:
 - 1.2.1 the Hard Copy Permit;
 - 1.2.2 the Special Conditions;
 - 1.2.2 the Acceptance;
 - 1.2.3 these Terms and Conditions;
 - 1.2.4 the Purchase Order;
 - 1.2.5 the Quotation; and
 - 1.2.6 the Application,the documents will take precedence in the order set out above to the extent of the inconsistency.
- 1.3. In circumstances where You are making an application for a Network Access Permit on behalf of another party, You acknowledge and agree the Network Access Permit is between You and Us only. You are solely responsible for any and all obligations set out in the Network Access Permit and in the performance of these Terms and Conditions. Where another person accesses our Network in relation to a Network Access Permit issued to You, You are responsible for all acts and omissions of that person as though those acts and omissions were Yours.
- 1.4. These Terms and Conditions take precedence over any terms and conditions which may be contained in any document submitted by You.

2. Permit

- 2.1 Subject to these Terms and Conditions, We will permit You to access the Network only during the Permitted Period and only at the Permitted Location, solely to the extent such access and the performance of the Activities are necessary for the Permitted Purpose, and You will only access the Network, in accordance with these Terms and

Conditions.

- 2.2 The granting of the access under this Network Access Permit is at Our sole discretion and may be subject to any variation, or additional terms or conditions in accordance with these Terms and Conditions.
- 2.3 We may suspend, revoke, terminate, vary or amend the Network Access Permit in accordance with these Terms and Conditions.
- 2.4 You will not alter the terms of Your access or Your Activities in any way without Our prior written approval.
- 2.5 We will issue You a hard copy permit in respect of your Network Access Permit with a unique identification number, issue date and expiry date and any other terms, conditions, or information relating to your access to the Network (**Hard Copy Permit**), and You must display such Hard Copy Permit on site at all times whilst undertaking the Activities.
- 2.6 The Network Access Permit issued to You is only for access to Our Network.

3. Payment and Fees

- 3.1 Every Quotation is an estimate only, unless specifically stated otherwise in the Quotation, and is subject to withdrawal, correction or alteration in accordance with these Terms and Conditions, or at any time prior to Your acceptance of the Quotation.
- 3.2 Unless otherwise specified in the Quotation or otherwise notified by Us, all Quotations given by Us are valid for 30 days. Quotations may be accepted by You in the Acceptance.
- 3.3 A tax invoice will be provided to You. You agree to pay the Fees set out in the tax invoice in accordance with the terms for payment in the Network Access Permit.
- 3.4 In the event You fail to make any payment within the terms for payment set out in the Network Access Permit, unless otherwise agreed in writing by both parties, We may, without prejudice to any other remedies We have at law or in equity, suspend Your access to the Permitted Location until all outstanding monies are paid to Us. We will not be responsible for any Loss, including Consequential Loss, if We suspend Your access to the Permitted Location under this clause.
- 3.5 If We consider it necessary to incur legal or other expenses, including such expenses to any debt collection agency, in obtaining, or attempting to obtain, payment for any amount due by You, You will be liable for all such expenses. You acknowledge We are entitled to recover costs actually incurred as well as an administrative rate on those expenses for having to incur the time and expenses to recover capped at 5 percent of the costs incurred.
- 3.6 Amounts received by Us may be applied first against interest, charges and expenses that We have incurred.
- 3.7 You will be liable for, and expressly undertake to pay, all fees (including an administration fee in an amount to be set by Us from time to time) for all costs incurred by Us as a result of a cheque or any electronic banking transaction being dishonoured for whatever reason.
- 3.8 Payments for amounts due on tax invoices will be made by You to Us by electronic funds transfer to a bank account nominated by Us, or as may otherwise be specified in the tax invoice.
- 3.9 Where Your Activities result in any interruption to supply outside the prior agreed times set out in the Network Access Permit, You indemnify Us and must pay Us on demand for any loss, cost, expense, charges, claims, or damages incurred by Us, including to any third party or Our customers including without limitation:
 - 3.9.1 The full amount of an affected customer's claim for damages provided the



customer has provided Us reasonable evidence of the damages caused by the interruption to supply; or

3.9.2 An amount based on the impact of the Distribution Code requirements for supply reliability.

3.11 Where Activities take place outside of normal business hours, We may adjust the original Quotation. Any additional Fees will be invoiced to You in accordance with the payment terms set out in the Network Access Permit.

4. Provision of information

4.1. If We grant You the access under this Network Access Permit it will be on the assumption You have provided Us all information which We require to consider Your request for access, including but not limited to:

- (a) detailed information explaining why access to the requested location is required;
- (b) detailed information of the Activities You will undertake at the requested location;
- (c) information about the risks, including safety risks, associated with the Activities and the precautionary measures that will be implemented to reduce those risks;
- (d) the timelines required for each and all Activities; and
- (e) expected or required interruption to customer supply for both residential and industrial customers.

4.2. If after issuing You with a Network Access Permit, We determine You have not provided all information required to consider Your request for access or the information provided is incorrect or incomplete, We at Our absolute discretion reserve the right to revoke or suspend the Network Access Permit at any time without prior notice. We will not be responsible for any Loss, including Consequential Loss, if We revoke or suspend Your Network Access Permit under this clause.

4.3. We will approve and issue the Network Access Permit only after considering the information which You provide. If the terms of access or Your Activities are proposed to be varied by You in any way from what is set out in the Network Access Permit, You must seek Our prior written approval to any proposed variation before the varied Activity or access is undertaken in accordance with clause 5.

5. Variations requested by You

5.1 You may not vary, alter, or modify your Network Access Permit or any terms and conditions of Your access under or in relation to the Network Access Permit except as expressly permitted in these Terms and Conditions. Any variations, alterations or modification that You request to the terms of access, the Permitted Period, the Permitted Purpose or the Activities after a Network Access Permit has been accepted must be put in writing to Us (**Variation Notice**).

5.2 We may at Our absolute discretion, accept or reject the Variation Notice or agree to the Variation Notice subject to conditions which may include a consequential adjustment to the original Quotation to give effect to the requested variation.

5.3 We will notify you of Our decision to accept or reject the Variation Notice or accept the Variation Notice subject to conditions as soon as reasonably practicable upon receipt of the Variation Notice.

5.4 All variations, alterations and or modifications that You request must be agreed in writing by both parties, and will be effective once agreed in writing.



6. Compliance with Network Access Permit Conditions

- 6.1. You must comply with these Terms and Conditions when granted access under a Network Access Permit.
- 6.2. We may, at Our absolute discretion, issue You with a Network Access Permit subject to additional or varied terms or conditions as notified by Us to You from time to time. You must comply with any varied or additional terms or conditions that we notify you of from time to time. These terms or conditions may include but are not limited to:-
 - 6.2.1 Changes or restrictions in relation to the Permitted Period, Permitted Location, Permitted Purpose, or Your Activities.
 - 6.2.2 All equipment other than that detailed in the Network Access Permit must be treated as alive and safe clearances maintained at all times.
 - 6.2.3 Work party access to the Permitted Location is to be restricted to ensure maintenance for clearances.
 - 6.2.4 All Personnel undertaking Activities on the site are to be warned of the points of isolation and all live parts.
 - 6.2.5 Prior to commencement of the Activities, all equipment is to be tested and proven that it is de-energised.
 - 6.2.6 Additional work party earths shall where necessary be installed to ensure protection against potential sources of supply during the currency of the Network Access Permit.
 - 6.2.7 At the completion of the Activities for the Permitted Purpose You must leave the Permitted Location in a clean and tidy condition free from debris or other hazards.
- 6.3 You must comply with all relevant SA Power Networks' 'Technical Standards' that we notify you of from time to time, including any Technical Standards specified in the Network Access Permit when carrying out an Activity.

7. Warranty of authority

- 7.1. You warrant that:
 - 7.1.1 You have obtained all necessary licences, permits consents and authorisations to enter into and perform Your obligations under the Network Access Permit before commencing any Activity.
 - 7.1.2 You have not relied on any statement, representation, warranty, conduct or undertaking made by SA Power Networks or any person on its behalf, other than those set out expressly in the Network Access Permit and these Terms and Conditions.
 - 7.1.3 Your Application and any other information you provide to Us is true, accurate, complete, and not misleading or deceptive.
 - 7.1.4 You have the authority to accept the Quotation for Network Access Permit.
 - 7.1.5 The person signing the Acceptance is the appointed representative who is the officer responsible for the Personnel and who has the express delegated authority to sign that part of the document.
 - 7.1.6 The person who will sign the relinquishment of the Network Access Permit is the appointed representative who is the officer responsible for the Personnel and who has the express delegated authority to sign that part of the document.
 - 7.1.7 The person who will sign the Officer Responsible Summary Sheet is the appointed



officer responsible and that person has the express delegated authority to sign that document.

- 7.1.8 All Your Personnel will act in a safe and lawful manner at all times and comply with occupational health and safety standards (as amended from time to time) whilst present at the Permitted Location.

8. Access to the site where access is provided

- 8.1. If and to the extent We require, You agree to allow SA Power Networks' representatives to attend the Permitted Location where access is granted to allow for monitoring of compliance with these Terms and Conditions and the requirements of the Network Access Permit; and
- 8.2. You acknowledge and agree:
 - 8.2.1 You are responsible for access control at the Permitted Location while You are accessing the Permitted Location in accordance with the terms of the Network Access Permit.
 - 8.2.2 Only Personnel who we have approved in writing in Our discretion have access to the Permitted Location.
 - 8.2.3 All such Personnel have been informed regarding all applicable terms and conditions under which the access under the Network Access Permit is granted.
 - 8.2.4 If and to the extent We require, all Your Personnel with access to the Permitted Location are inducted and must pass Our occupational health and safety induction process as advised in writing to You, or a process of the same standard as Our standard and agreed in writing between the parties.
 - 8.2.5 You will immediately arrange for the removal from the Permitted Location any of Your Personnel who We require at Our discretion, including without limitation any Personnel who do not comply with these Terms and Conditions or the requirements of the Network Access Permit.

9. Compliance with all relevant laws

- 9.1. You must comply with, and ensure Your Personnel comply with, all applicable laws and industry codes and standards in relation to Your access to the Permitted Location and the Network and Your Activities, including:
 - 9.1.1 the *Electricity Act 1996* (SA) and the Electricity (General) Regulations 2012 (SA);
 - 9.1.2 the *Work Health and Safety Act 2012* (SA) and the Work Health and Safety Regulations 2012 (SA);
 - 9.1.3 the *Environment Protection Act 1993* (SA) and the Environment Protection Regulations 2009 (SA);
 - 9.1.4 all applicable Government or authority codes and directives; and
 - 9.1.5 all applicable local government acts, regulations and bylaws,as amended from time to time.
- 9.2. Without limiting clause 9.1, if Your Activities include:
 - 9.2.1 work in and around buried cables, You must comply with the requirements of SA Power Networks' "NICC-404 – Network Information for Customers and Contractors" published January 2015, as amended from time to time, available at <<https://www.sapowernetworks.com.au/public/download.jsp?id=9595>>;



- 9.2.2 performing “work” as defined in the Electricity (General) Regulations 2012 (SA), prior to performing any Activities or accessing the Network in any way whatsoever, You must submit an “Application for Connection / Alteration / Removal of Supply” to Your retailer, and You must arrange for Your retailer to contact Us in relation to Your Activities and access to the Permitted Location, and You must not perform any Activities or access the Permitted Location and the Network until We have notified You in writing that You may do so; or
- 9.2.3 undertaking building works which will temporarily or permanently infringe any building clearances as described in the Electricity (General) Regulations 2012 (SA), You must obtain prior approval in writing from the Office of the Technical Regulator or other relevant government authority before proceeding with those Activities and provide the written approval to Us before accessing the Permitted Location and the Network or perform any Activities.

10. SA Power Networks’ activities

We may undertake any activities that We consider necessary or desirable in relation to Your access under the Network Access Permit. You must:

- 10.1 cooperate and coordinate your Activities with Us as We reasonably require to undertake our activities;
- 10.2 not disrupt or interfere with our activities; and
- 10.3 provide any information or assistance to Us, at the times and to the extent that we reasonably require, in order for Us to be able to perform such activities.

11. Assignment or novation

You must not assign, novate or transfer any of Your rights or obligations under the Network Access Permit to any third party without the prior written consent of SA Power Networks, which may be granted conditionally or unconditionally or withheld at the absolute discretion of SA Power Networks.

12. Risk and insurance

- 12.1. Access to the Network and Permitted Location is granted on the condition that access to the Network and performance of Your Activities is entirely at Your own risk (except to the extent of Our negligence). We are not responsible for any accidents, injury, Loss or damage, including Consequential Loss, to the Network or any other liability whilst You are on site at the Permitted Location or conducting any Activities, including in or around the Permitted Location.
- 12.2. You must exercise reasonable care in undertaking any Activity relating to the Network Access Permit and ensure reasonable care is taken for the safety of Your Personnel and any other persons in or around the Permitted Location.
- 12.3. You will immediately make good any damage to the Permitted Location or any of our property or any property of any third party by You or contributed to by any of Your Personnel’s negligence or act or omission of You or Your Personnel.
- 12.4. You must, at Your own cost, obtain and maintain throughout the duration of the Permitted Period a policy of public liability insurance in respect of your legal liability to SA Power Networks and any third parties for personal injury (which includes death), property damage and all direct, indirect and Consequential Loss resulting for the acts or omissions of Your Personnel arising out of or in way connected with the granting of access to the Network pursuant to the Terms and Conditions and the Network Access Permit.



- 12.5. The policy of insurance in clause 12.4 must provide for a limit of liability of at least 20 million dollars per claim on an occurrence basis and if requested to do so by SA Power Networks, You must promptly produce the current certificate of currency.
- 12.6. You must, at Your own cost, obtain and maintain worker's compensation insurance and any other insurance as may be required by any applicable law.
- 12.7. All insurance policies under this clause 12 must be with reputable and solvent insurers for the period of the Permitted Period and You must not do anything to prejudice or adversely affect the Your right or any other interested third party's right from claiming on the insurance policies.

13. Indemnity

- 13.1. You will at all times indemnify and keep indemnified SA Power Networks and its Personnel from and against any incurred costs, Loss, including Consequential Loss, damages, expenses (including legal expenses), liabilities or other outgoings of whatever kind suffered by SA Power Networks, whether directly or indirectly, whether or not foreseeable, arising out of or in respect of or in connection with Your access or Activities or the Network Access Permit, including without limitation due to any of Your negligence, wrongful act or omission or breach of the terms of the Network Access Permit and caused or contributed to by You or Your Personnel when carrying out any Activity, including in or around the Permitted Location.
- 13.2. Your liability to indemnify SA Power Networks will be reduced proportionately to the extent that the Loss, including Consequential Loss, or liability indemnified was caused or contributed to by negligence by SA Power Networks.

14. Anti-Bribery and Corruption

You shall:

- 14.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and improper payments including but not limited to the *Crimes Act 1914* (Cth) and the *Criminal Code Act 1995* (Cth) (**Relevant Requirements**);
- 14.2 promptly report to SA Power Networks any reasonable request or demand for any undue financial or other advantage of any kind received by You in connection with the performance of the Network Access Permit and these Terms and Conditions which will or may be in breach of the Relevant Requirements; and
- 14.3 use reasonable endeavours to ensure that Your Personnel performing the obligations in connection with, or under, the Network Access Permit and these Terms and Conditions on Your behalf or under Your supervision or control comply with the Relevant Requirements.

15. Force majeure

- 15.1 We are not liable if We are unable, wholly or in part, to perform any of Our obligations under the Network Access Permit by reason of a Force Majeure Event. In the event of a Force Majeure Event, We will:
 - 15.1.1 give You prompt Notice setting out the nature of the Force Majeure Event, the obligations We are unable to perform and the probable extent to which We will be unable to perform or be delayed in performing;
 - 15.1.2 keep You reasonably informed of the progress of the Force Majeure Event; and



15.1.3 use all reasonable diligence to remove that Force Majeure Event as soon as reasonably practicable.

15.2 In this clause 15, a **Force Majeure Event** means anything outside Our reasonable control including fire, storm, flood, earthquake, explosion, war, invasion, rebellion, civil disturbance, sabotage, endemic, epidemic, pandemic, strikes, lock outs and other labour disputes (including any disputes which involve any of Our Personnel), embargoes, labour shortages, delay in transportation, failures or delays of subcontractors or suppliers, acts of God or other catastrophes or any act or omission of a third person.

16. Release

To the extent permitted by law, You agree to irrevocably fully release and discharge SA Power Networks and its Personnel forever and unconditionally from any Claim, Loss, including Consequential Loss, expense, injury or damage which You have or may suffer or incur (but for this clause) in relation to or in connection with Your Network Access Permit, Your access to the Network, or Your Activities, including in or around the Permitted Location.

17. Liability

17.1. To the extent that the exclusion, waiver and/or release referred to in clause 16 is not permitted by law, notwithstanding any other clause and to the extent permitted by law:

17.1.1 We are not liable to You (whether under contract, tort, statute, equity, or under indemnity) for any Consequential Loss You incur or suffer in relation to Your Network Access Permit, Your access to the Network, or Your Activities, including in or around the Permitted Location; and

17.1.2 Our aggregate maximum liability to you (whether under contract, tort, statute, equity, or under any indemnity) in relation to Your Network Access Permit, Your access to the Network, or Your Activities, including in or around the Permitted Location, is limited to the amount of the Fees paid by You.

17.2. To the extent permitted by law, all statutory or implied guarantees in relation to Your Network Access Permit, Your access to the Network, or Your Activities, including in or around the Permitted Location are excluded, and in relation to a breach by Us of any statutory or implied guarantee, or term which by law cannot be excluded, or of any express warranty, Our liability for such a breach is limited, at Our option, to:

17.2.1 in the case of goods, repair or replacement of goods, or any part thereof, or refund any amount paid by You in relation to those goods; or

17.2.2 in the case of services, re-performing the relevant services, or the cost of the re-supply of those services.

18. Our rights to vary, suspend, revoke and/or terminate the permit

18.1. Notwithstanding any other provision in these Terms and Conditions, We reserve the right, in Our absolute discretion, at any time to:

18.1.1 suspend, revoke or terminate a Network Access Permit for any reason; or

18.1.2 amend or vary the terms of the Network Access Permit including but not limited to any amendment or variation to any terms or conditions in relation to Your access, including without limitation to the Permitted Period, Permitted Purpose, Permitted Location, and/or the Activities,

by giving notice to you (which may be oral notice if We reasonably require).



- 18.2. Upon receipt of a notice from us under clause 18.1, You must immediately:
- 18.2.1 in circumstances where We have varied the terms of Network Access Permit, comply with that variation, or notify us in writing that You do not agree to the proposed variation, in which case We may terminate the Network Access Permit by giving notice to You; or
 - 18.2.2 in circumstances where We suspend, revoke or terminate certain access or Your rights of access or rights to perform any Activities, You must cease the relevant access or Activities).
- 18.3. In circumstances where We suspend Your Network Access Permit (including any of Your rights of access or rights to perform any Activities in whole or part), We will notify You in writing when Your Network Access Permit will recommence.
- 18.4. In circumstances where We vary, suspend, revoke, or terminate Your Network Access Permit (including any of Your rights of access or rights to perform any Activities in whole or part), We will:
- 18.4.1 negotiate with You in good faith to resolve the issue resulting in the variation, suspension, revocation or termination of the Network Access Permit in accordance with clause 25; and
 - 18.4.2 schedule a mutually convenient alternate time for access to be granted or for which you may perform the Activities where the Network Access Permit is reissued following the dispute resolution process in clause 25.
- 18.5. Without limiting any other provision in these Terms and Conditions, We will not be liable for any Loss or damage, including Consequential Loss or damage, You may suffer or incur arising from, in relation to or in connection with, the suspension, revocation, termination or a variation of amendment of Your Network Access Permit by Us.
- 18.6. Termination of Your Network Access Permit (including any of Your rights of access or rights to perform any Activities in whole or part) for whatever reason is without prejudice to Our rights accrued up to the date of termination.

19. Limitation on supply interruptions

- 19.1. Where supply must be interrupted for any required Activity, the following restrictions are deemed to apply to Your Access and You must comply with the following restrictions:
- 19.1.1 You must ensure that a residential customer will not have its supply interrupted before 8.00 am or after 4.00 pm on any given day unless expressly permitted in writing by SA Power Networks. For the avoidance of doubt, a residential customer may only have its supply interrupted between 8:00am and 4:00pm on any given day.
 - 19.1.2 You must ensure that a commercial or industrial customer may only have its supply interrupted with the prior written approval of the commercial or industrial customer and the SA Power Networks' Network Operation Centre (NOC). Approval may be granted with or without conditions at the absolute discretion of the commercial or industrial customer or the NOC.
 - 19.1.3 You must provide the NOC and the affected customer with a written notice setting out the dates and times of any intended interruption to supply relating to the Activities at least 48 hours before the interruption, and Your written notice must comply with any SA Power Networks public notification requirements that we notify You of from time to time.
 - 19.1.4 You must ensure that a residential customer or a commercial or industrial customer must not have its supply interrupted more than once in any one week period without approval in writing from the affected customer(s) and prior



written approval from the NOC, after you have provided prior written notification to Us or the NOC.

- 19.1.5 If customers affected by a proposed interruption to supply have had an unplanned interruption to supply within up to two weeks before Your proposed interruption, without limiting these Terms and Conditions, We reserve the right to reschedule the Permitted Period for Your Network Access Permit upon written notice to You. We will not be liable for any Loss, including Consequential Loss, You may incur if We reschedule the Permitted Period under this clause.

20. Expiry of Network Access Permit

- 20.1. Your Network Access Permit will promptly expire at the end of the Permitted Period in order to commence restoration of supply as required.
- 20.2. Any variation, amendment or modification to the Permitted Period must be in accordance with these Terms and Conditions.

21. Customer connect process

- 21.1. Where Your request for Network Access is:
- 21.1.1 to facilitate the customer connect process; and
- 21.1.2 the request is either:
- (a) to inspect circuits inside a padmount cubicle; or
 - (b) to undertake testing of cables inside a dead front cubicle before connection to the network,

You must make an appointment with a SA Power Networks' compliance officer prior to undertaking any Activity. You must comply with any directions or terms or conditions imposed by the compliance officer, and You may be required to pay additional Fees for this service.

22. Padmount cubicles

- 22.1. Where an Activity under a Network Access Permit requires a live padmount cubicle to be unsecured for any period of time, You must give Us reasonable prior notice before undertaking the Activity, and must ensure that You do not undertake the Activity without a SA Power Networks' authorised officer present at all times whilst the Activity is being undertaken.

23. Panel contractor

- 23.1. If You are a panel contractor, You may be granted access under a Network Access Permit to undertake various Activities associated with a request for Network Access. The granting of access under a Network Access Permit to a panel contractor will be done so on a case by case basis with Activities for the Permitted Purpose to be determined at the time of the Application.

24. Deactivation of automatic reclose protection

- 24.1. Any requests You intend to make to Us for Us to deactivate automatic reclose protection must be submitted to Us at least 28 Business Days before Your required access or Activity



(as applicable).

25. Disputes

- 25.1 Both parties have a general obligation to cooperate in good faith in attempting to resolve a Dispute.
- 25.2 A party claiming that a Dispute has arisen must promptly notify the other party of the Dispute giving details of the Dispute (**Notification**).
- 25.3 Within 7 days after a Notification has been given (or such other period as the parties may agree), the Dispute must be referred to senior management of the parties for resolution.
- 25.4 If the Dispute is not resolved within a further 10 Business Days, the matter may be:
 - 25.4.1 referred to mediation in accordance with the Australian Commercial Disputes Centre (**ACDC**) guidelines; and
 - 25.4.2 a mediator agreed by the parties, or if the parties do not agree on a mediator, a mediator nominated by the then current CEO of the ACDC or the CEO's nominee.
- 25.5 This clause does not prevent any party from obtaining any injunctive, declaratory or other interlocutory relief from a court in a which may be urgently required.
- 25.6 Without prejudice to any other clause in these Terms and Conditions, any information or document disclosed under this clause 25 must be kept confidential and may only be used to attempt to resolve the Dispute.
- 25.7 Each party must bear its own costs of complying with this clause 25

26. Special Conditions

- 26.1 You will comply with any Special Conditions.
- 26.2 In the event of any inconsistency between the Special Conditions and any other term of these Terms and Conditions, the Special Conditions will prevail to the extent of the inconsistency.

27. GST

- 27.1. In this clause:
 - (1) **GST** means any tax, levy, charge or impost implemented under the GST Act imposed by reason of a supply under this agreement;
 - (2) **GST Act** means A New Tax System (Goods and Services Tax) 1999 (Cth) or an Act of Parliament of the Commonwealth of Australia substantially in the same form or with similar effect;
 - (3) **supply** means:
 - a. the whole of the supply; or
 - b. partial supply, if the transaction is only a partial supply for the purposes of the GST Act,

and capitalised terms have the same meaning in the GST Act, unless the contrary intention appears.
- 27.2. Unless expressly stated otherwise, any amounts payable under this agreement are calculated or expressed exclusive of GST.
- 27.3. If GST is or becomes payable by a Supplier under this agreement, the Recipient must pay to the Supplier an amount equal to the GST payable on the supply.



- 27.4. Subject to the receipt of a valid tax invoice, an amount payable under this clause must be paid:
- 27.5. at the same time as the payment of the amount in respect of that supply is due;
- 27.6. in addition to the amount payable under this agreement;
- 27.7. without deduction or set off.
- 27.8. If the Recipient fails to pay such GST when due, the Supplier may recover it from the Recipient as a debt under this agreement.
- 27.9. At or prior to the time of receiving payment from the Recipient under this clause, the Supplier must give to the Recipient a tax invoice for that payment.
- 27.10. If any payment to be made to a party under this agreement to which this clause applies is a reimbursement or indemnification of an expense or other liability incurred or to be incurred by that party, the amount of the payment must be reduced by the amount of any input tax credit to which the party is entitled for that expense or other liability, such reduction to be effected before calculation of the GST payable on that supply.

28. Confidentiality

28.1. Confidentiality obligation

- 28.1.1 A party must keep confidential the Confidential Information.
- 28.1.2 No party will use the other party's Confidential Information for any purpose other than to perform its obligations under the Network Access Permit,
- 28.1.2 A party must not, and must ensure that each of its Personnel do not, without the express prior written consent of the other party, disclose any Confidential Information to a third party.

28.2 Exceptions

- 28.2.1 Clause 28.1 does not prevent a party from disclosing Confidential Information to the extent the disclosure:
 - (a) is to a professional adviser or consultant to the party who is under an obligation of confidentiality at least as strict as under this agreement;
 - (b) is made on a confidential basis and the other party consents in writing to the fact and contents of the disclosure;
 - (c) is required by the Corporations Act or other applicable law or the rules of the Australian Stock Exchange; or
 - (d) the information is in the public domain (other than due to a breach of this agreement).

29. Privacy

Without limiting any other provision of these Terms and Conditions, You must ensure that any personal information (as defined in the Privacy Act) which is collected, stored, used or disclosed under or in connection with the Network Access Permit, is collected, stored, used and disclosed in accordance with the Privacy Act.

30. General

30.1 Notices



You must provide Us in writing with an address and an email address to which notices may be sent to You by Us. A notice by party to the other party in relation to Network Access Permit and these Terms and Conditions must be in writing, including by email, and may be delivered by:

- 30.1.1 personal delivery to the business or nominated address of the party;
- 30.1.2 posting by pre-paid express post to the business or nominated or postal address of the party, and will be taken to be delivered in the normal course of post; or
- 30.1.3 email to the nominated email address or normal business email address of the party.

30.2 No partnership

Nothing in these terms and conditions shall be deemed to constitute a partnership, joint venture, agency or other relationship between the parties.

30.3 Entire agreement

The Network Access Permit expresses and incorporates the entire agreement between the parties in relation to its subject matter, and all the terms of that agreement and supersedes and excludes any prior or collateral negotiation, understanding, communication or agreement by or between the parties in relation to that subject matter or any term of that agreement.

30.4 Amendment

These terms and conditions may only be varied, supplemented, or replaced by an agreement in writing duly executed by the parties.

30.5 Waiver

The failure of either party to insist upon strict performance of any terms and provisions of these terms and conditions will not be deemed a waiver of any subsequent breach or default of the terms or provisions of these terms and conditions.

30.6 Survival of rights

The expiration or termination of the Network Access Permit will be without prejudice to the rights of either party against the other in respect of anything done or omitted to be done under these terms and conditions prior to such expiration or termination or in respect of any sums or other claims outstanding at the time of expiration or termination.

30.7 Severance

Each provision of these terms and conditions is severable from the other and no severance of a provision shall affect any other provision.

30.8 Governing law and Jurisdiction

The Network Access Permit is governed by and construed under the law in South Australia. Any legal action in relation to the Network Access Permit against any party or its property may be brought in any court of competent jurisdiction in South Australia. Each party by execution of the Network Access Permit irrevocably, generally and unconditionally submits to the non-exclusive jurisdiction of any court specified in this clause in relation to both itself and its property.

30.9 Costs

Each party agrees to pay its own legal and other costs and expenses relating directly or indirectly to the preparation of, and performance of its obligations under these terms and conditions.

30.10 Termination



Clauses expressed or intended by their nature to survive termination or expiry of the Network Access Permit (including any warranty, indemnity, or confidentiality obligation) will survive termination of termination or expiry of the Network Access Permit.

31. Definitions

Capitalised terms in these Terms and Conditions have the following meaning, unless the context requires otherwise:

Acceptance means Your acceptance of the Network Access Permit (including an online acceptance);

Activity means any activity by You in relation to Your access to the Network or this Network Access Permit, including any preliminary, preparatory, associated, or related activities;

Application means Your application for the Network Access Permit (including an online application), as specified in or reasonably inferable from, the Acceptance;

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in South Australia;

Claim includes a claim, notice, demand, action, proceeding, litigation, investigation, judgment, loss, cost, expense or Liability however arising whether present or future;

Confidential Information means the following information

- i. all information designated or marked as 'confidential' by the disclosing party;
- ii. all information that the recipient party knows, or ought reasonably to know, is confidential by the disclosing party;
- iii. all information disclosed by the disclosing party to the recipient party in connection with the Activity;
- iv. all information otherwise acquired or developed by the recipient party in the course of performing its obligations under this agreement, from or about the disclosing party, including information relating to the business, internal deliberations and decisions, finances, products, services, ideas, know how, trade secrets, methodologies, models and systems, intellectual property, customers, suppliers, details of services provided to customers and employee information;

but does not include:

- v. information which is or becomes public knowledge other than by a breach of this agreement or a breach of any obligation of confidence imposed other than by this agreement;

Consequential Loss means any consequential, indirect, incidental, special, remote or unforeseeable loss or damage whatsoever, including:

- (1) if it is reasonably contemplated by the parties, at the date of entering the Network Access Permit, as a probable result of breach of these Terms and Conditions;
- (2) loss of anticipated or actual revenue or profit, income, bargain, opportunity, use, production, business, contract, goodwill, or anticipated savings, loss caused by business interruption, loss under any third party agreement or arrangement;
- (3) loss incurred or suffered by or to a third party;

Dispute includes any dispute, controversy or claim between parting relating to the Network Access Permit or these Terms and Conditions;

Electricity Distribution Network means the electrical system between the substation fed by the transmission system and the consumer end;

Fees means the fees, costs, expenses, and other charges payable by You to Us in relation to Your Network Access Permit, as specified in or reasonably inferable from, the Acceptance, or as



otherwise due and payable by You under or in relation to these Terms and Conditions;

Hard Copy Permit has the meaning given in clause 2.5;

Liability means all liabilities (whether actual or prospective), loss, damages, costs and expenses (including any legal cost and expense on a solicitor and own client basis) of any description;

Loss means any Liability, compensation, fine, penalty, charge, or payment, however it arises and whether it is present or future, fixed or unascertained, actual or contingent, whether direct or indirect, and whether arising under contract, in tort, at common law, in equity, under statute, under an indemnity or otherwise;

Network means Our "Electricity Distribution Network" from time to time;

Network Access Permit has the meaning given in clause 1.1;

NOC means the SA Power Networks' Operation Centre;

Permitted Location means a location at which You may access the Network under a Network Access Permit, as specified in the Acceptance;

Permitted Period means the permitted period during which You may access the Network under a Network Access Permit, as specified in the Acceptance;

Permitted Purposes means the permitted purposes for which You may access the Network under a Network Access Permit, as specified in the Acceptance;

Personnel means employees, officers, agents, or other contractors;

Privacy Act means the *Privacy Act 1988* (Cth);

Purchase Order means a purchase order issued by Us (if any) in relation to Your Fees;

Quotation means a quotation issued by Us (if any) in relation to Your Fees;

SA Power Networks, We, Us, or Our means SA Power Networks ABN 13 332 330 749 a partnership of Spark Infrastructure SA (No.1) Pty Ltd ABN 54 091 142 380, Spark Infrastructure SA (No.2) Pty Ltd ABN 19 091 143 038, Spark Infrastructure SA (No.3) Pty Ltd ABN 50 091 142 362, each incorporated in Australia, CKI Utilities Development Limited ABN 65 090 718 880, PAI Utilities Development Limited ABN 82 090 718 951, each incorporated in The Bahamas;

Special Conditions means the special conditions (if any) specified in Schedule 1;

Terms and Conditions means these terms and conditions;

You and Your means the 'Customer' as described in the Acceptance, and includes Your Personnel.

32. Interpretation

In these Terms and Conditions, unless the context requires otherwise:

- 32.1. the singular includes its plural and vice versa;
- 32.2. words denoting any gender include all genders;
- 32.3. where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- 32.4. headings are for convenience only and do not affect interpretation;
- 32.5. a reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity;
- 32.6. a reference to a party to these Terms and Conditions includes its successors and permitted assigns;
- 32.7. a reference to a particular time is to that time in Adelaide, South Australia;



- 32.8. a reference to any agreement (including these Terms and Conditions) or document is to the agreement or document as amended, supplemented, novated or replaced from time to time;
- 32.9. a reference to a clause, paragraph, schedule or annexure is to a clause, paragraph, schedule or annexure in or to these Terms and Conditions;
- 32.10. a reference to these Terms and Conditions includes any schedules and annexures to these Terms and Conditions;
- 32.11. a reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible or tangible form;
- 32.12. a reference to dollars or \$ is to Australian currency;
- 32.13. a reference to legislation (including subordinate legislation) or a provision of it is to that legislation or provision as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- 32.14. words such as including or for example do not limit the meaning of the words preceding them;
- 32.15. an obligation or liability assumed by, or a right conferred on, two or more parties binds or benefits all of them jointly and each of them severally;
- 32.16. nothing in these Terms and Conditions is to be interpreted against a party solely on the ground that the party or its advisers drafted it
- 32.17. if the day on or by which a party must do something under these Terms and Conditions is not a Business Day, the party must do it on or by the next Business Day; and
- 32.18. if the doing of any act, matter or thing under these Terms and Conditions by You is dependent on SA Power Networks' consent or approval or is within the discretion of SA Power Networks, the consent or approval may be given or the discretion may be exercised conditionally or unconditionally or withheld by SA Power Networks in its absolute discretion.



Schedule 1 Special Conditions

[to be inserted]

