

## Relevant Agent Appointment Terms and Conditions

1. Pursuant to this Contract, the Customer appoints SA Power Networks as the Relevant Agent (as that term is used in the Electricity Legislation) for the Generating Unit and authorises SA Power Networks to perform all acts and take all steps (in such manner as SA Power Networks (acting reasonably) considers appropriate) to discharge the obligations, and perform the role, of a Relevant Agent in accordance with the Electricity Legislation.
2. In consideration of SA Power Networks agreeing to act as Relevant Agent, the Customer agrees in favour of SA Power Networks that the Customer will comply with its obligations under the Electricity Legislation relating to the Generating Unit and will comply with the Customer's obligations under this Contract.
3. The Customer acknowledges that the Electricity Legislation and Direction Legislation requires: (a) the Customer to appoint a Relevant Agent for the Generating Unit; and (b) SA Power Networks, as Relevant Agent, to remotely disconnect the Generating Unit from the Electricity Network where SA Power Networks or the Customer has received a direction to do so by a Minister or other government agency or the Australian Energy Market Operator.
4. SA Power Networks may act upon any direction which purports to be issued under Direction Legislation or Electricity Legislation (whether that direction is issued to SA Power Networks or the Customer) and is not required to enquire as the validity of that direction.
5. The Customer acknowledges that SA Power Networks, where it has so disconnected the Generating Unit, will not be allowed to reconnect the Generating Unit until authorised by the terms of the direction or by its expiry or authorised by the terms of a subsequent direction. Once so authorised SA Power Networks will seek to reconnect the Generating Unit within a reasonable time.
6. The Customer warrants the details completed in its application (**Customer Application**) to SA Power Networks requesting SA Power Networks act as its Relevant Agent are correct. The Customer must notify SA Power Networks within 5 days of any changes to those Customer details.
7. The Customer must ensure that the Generating Unit is a Supported Technology.
8. The Customer must notify SA Power Networks if there is, or is to be, a change in the owner or operator of the Relevant Generating Unit as soon as practicable after becoming aware of the change (and in any event within 7 days after the change).
9. The Customer acknowledges that to enable SA Power Networks to act as Relevant Agent, SA Power Networks may engage the manufacturers or suppliers of all or part of the Generating Unit or equipment associated with it or other third party technology providers (**Subcontractors**) to assist SA Power Networks discharge obligations as Relevant Agent.
10. The Customer must ensure SA Power Networks and the Subcontractors have safe and unhindered access, at such times as they reasonably require, to the Generating Unit as required to access, inspect, modify, test and maintain the Generating Unit so as to facilitate SA Power Networks discharging its functions as Relevant Agent.
11. The Customer must, in accordance with any directions received from SA Power Networks or a Subcontractor, maintain such internet connection and other communication requirements as required to enable SA Power Networks and Subcontractors to:

- (a) remotely disconnect and reconnect the Generating Unit; and
  - (b) maintain the capability do to so, including downloading software and firmware to the Generating Unit.
12. The Customer must, in accordance with any directions and instructions received from SA Power Networks or a Subcontractor, download to the Generating Unit such software and firmware as they from time to time require (to enable SA Power Networks and its Subcontractors to exercise the rights referred to in paragraph 11).
  13. If notified that SA Power Networks is unable to remotely disconnect or reconnect the Generating Unit due to a fault or failure of the Generating Unit or associated communications, the Customer must take such steps as required to address the fault or failure. The Customer should consult with the supplier to it of the Generating Unit as the Customer may have rights pursuant to the Australian Consumer Law or manufacturer's or supplier's warranties to have the Generating Unit repaired.
  14. SA Power Networks will not charge the Customer for acting as the Customer's Relevant Agent.
  15. To the extent that Australian Consumer Law guarantees apply to this Contract nothing in this Contract limits or excludes SA Power Networks liability for failure to comply with those guarantees (except to the extent (if any) the Australian Consumer Law permits such liability to be limited or by its own terms limits such liability).
  16. Subject to clause 15, SA Power Networks will not be liable for any loss, damage or claim of any nature whatsoever arising from any act or omission of SA Power Networks (including the Subcontractors) in relation to this Contract unless the act or omission is done or made in bad faith or through negligence.
  17. Subject to clause 15, where the Customer is a large customer (for the purposes of the National Energy Retail Law), SA Power Networks will not be liable in any way whatsoever for loss of revenue suffered by the Customer or for any pure economic loss, special loss, consequential loss or indirect loss suffered by the Customer howsoever caused (including without limitation where caused by SA Power Networks acting negligently or in bad faith).
  18. The Customer may at any time terminate SA Power Networks appointment as Relevant Agent by 14 days notice to SA Power Networks. However the Customer acknowledges that it is a requirement of the Electricity Legislation that the Customer must have a Relevant Agent for the Generating Unit.
  19. SA Power Networks may from time to time amend these terms and conditions. SA Power Networks will give the Customer notice of any amendments by email (to the email address specified in the Customer Application or such subsequent email address notified by the Customer). If SA Power Networks is unable to email the Customer it may communicate such amendments in any other manner permitted by law. Any amendments to these terms and conditions will take effect upon the expiration of 30 days from the Customer's receipt of the amended terms and conditions.
  20. Provided it is permitted to do so by the Electricity Legislation. SA Power Networks may, by not less than 60 days notice to the Customer, resign as the Customer's Relevant Agent. Such notice may be given by email (to the email address specified in the Customer Application or such subsequent email address notified by the Customer) or by any other means by which notices may be given by law. As part of such resignation SA Power Networks may require the Customer to appoint a new person as their Relevant Agent and, if the Customer fails to do so within 60 days of such notice, SA Power Networks is authorised by the Customer to act as the Customer's agent and appoint a new Relevant Agent on behalf of the Customer (including agreeing to any relevant contractual terms as agent for the Customer).
  21. SA Power Networks may by notice to the Customer novate its rights and obligations under this Contract to another person (who is authorised under the Electricity Legislation to act as the Relevant Agent) provided such person is reputable and solvent. The Customer, subject to the Customer's right to terminate this Agreement under paragraph 18, must complete such documentation as SA Power

Networks may reasonably require to give effect to such novation.

22. The Customer consents to SA Power Networks using the Customer's personal information as necessary to discharge SA Power Networks obligations as a Relevant Agent. Such information will be handled and stored by SA Power Networks in accordance with applicable requirements of privacy laws and [SA Power Networks privacy policy](#).
23. Nothing in this Contract limits the parties rights or obligations under any other contract between them, including any connection agreement under the National Electricity Rules or National Energy Retail Rules.

In this Contract:

"Customer" means the person specified as the customer in the SA Power Networks application for approval of the installation of embedded generation.

"Direction Legislation" means the Electricity Legislation, the *National Electricity (South Australia) Act 1996* and all regulations and rules thereunder (including the National Electricity Rules), the *Emergency Management Act 2004* and any other legislation pursuant to which SA Power Networks or the Customer may be issued a direction relating to the Generating Unit with which it must comply.

"Electricity Legislation" means the *Electricity Act 1996* (SA) and all regulations made thereunder.

"Electricity Network" means the system for the distribution of electricity in South Australia.

"Generating Unit" means the generating unit specified in the SA Power Networks application for approval of the installation of embedded generation.

"Relevant Agent" has the meaning given to that term in the Electricity Legislation.

"SA Power Networks" means SA Power Networks (ABN 13 332 330 749) of 1 Anzac Highway, Keswick SA 5035, 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) and Spark Infrastructure SA (No. 3) Pty Ltd (ABN 50 091 142 362), each incorporated in Australia, and CKI Utilities Development Ltd (ABN 65 090 718 880) and PAI Utilities Development Ltd (ABN 82 090 718 951), each incorporated in the Bahamas.

"Supported Technology" means technology SA Power Networks has listed with the Department of Energy and Mining through their Relevant Agent application. SA Power Networks will provide a copy of this list to the Customer upon request.