



SA Power Networks

Terms and

Conditions of
Use for SA Power Networks'

On-line Services

For further information contact:
SA Power Networks on 13 12 61
www.sapownetworks.com.au

 /SAPowerNetworks
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1. The Service/s

1.1 The Service/s means:

- a) Power@MyPlace™ – a power outage notification service to notify, by way of message, of power interruptions to the area in which the Address is located and to notify estimated restoration times;
- b) On-line Outage Reporting – a fault reporting service to enable Users to report a fault at their Address, and with the option of nominating to receive notification, by way of message, of estimated restoration times for that fault;
- c) Street Light Outage Reporting – a fault reporting service enabling Users to report a faulty street light, and with the option of nominating to receive notification, by way of message, of estimated restoration times for that fault; and
- d) any other messages, web based services or on-line map based services which may be offered from time to time by SA Power Networks, and which SA Power Networks states are provided pursuant to these terms and conditions.

1.2 By using any of the Services, the User agrees to be bound by these Terms and Conditions of Use and agrees to make any Secondary Contacts aware of these Terms and Conditions of Use.

1.3 SA Power Networks may change these Terms and Conditions of Use at any time by placing such changes on its website at www.sapownetworks.com.au (the Website). Changes will take effect 7 days after publication on the website.

1.4 SA Power Networks may suspend or withdraw the Service/s at any time. SA Power Networks will take reasonable steps to provide you with 7 days prior notice of suspension or withdrawal of the Service/s.

2. Contact and Use of Personal Information

2.1 The User, when using the Service/s, may nominate whether he or she wishes to receive messages from SA Power Networks and must provide his or her mobile phone number or the mobile phone number of an authorised representative of that User for this purpose. SA Power Networks reserves the right to verify the identity or authority of the User or his or her authorised representative but is under no obligation to carry out such verification.

2.2 In relation to the Power@MyPlace™ Service;

- e) The registered User may nominate up to five Secondary Contacts to receive messages for the Address;
- f) The User warrants that where Secondary Contacts are nominated, the User has obtained the consent of the Secondary Contacts to be nominated for the Service; and
- g) The User or a Secondary Contact may elect to be removed as a User or Secondary Contact (as applicable) at any time by following the instructions provided with any message received from SA Power Networks or by otherwise providing notice in writing to SA Power Networks. SA Power Networks is under no obligation to notify the User of the removal of any Secondary Contact.

2.3 Information on SA Power Networks' use of personal information can be found at http://www.sapownetworks.com.au/centric/home/privacy_policy.jsp.

3. Messages

3.1 SA Power Networks will use its reasonable endeavours to send to all Users and Secondary Contacts of the Power@MyPlace™ Service and, if requested, the On-line Outage Reporting Service, a message when there is a published known unplanned power interruption to the area in which the Address is located, save that a short interruption (approximately two minutes or less), or an interruption affecting a small number of premises, will not be notified.

3.2 The messages from SA Power Networks will contain an estimated power restoration time and SA Power Networks may at its discretion provide an updated message to all Users in the event that the estimated restoration time changes materially. Original estimates may be based on average historical restoration times for faults generally and not be based on the specific circumstances of a fault. This is because at the time SA Power Networks first becomes aware of a fault it may not have had time to investigate the specific circumstances of that fault.

3.3 SA Power Networks may, at its absolute discretion, send messages related to planned power interruptions affecting the area in which the Address is located.



3.4 In addition to the Services, information as to interruptions may be posted on SA Power Networks' website.

4. Cancellation or variation

4.1 The User may cancel or vary the Service/s it chooses to receive, and a Secondary Contact may be removed as a Secondary Contact, at any time by:

- a) notice in writing to SA Power Networks, or
- b) replying 'STOP' to any SMS message sent from SA Power Networks, or
- c) for the Power@MyPlace™ Service, by the User accessing their Power@MyPlace™ account on the SA Power Networks Website.

5. Acknowledgements of User

5.1 SA Power Networks will use reasonable endeavours to ensure that the Service/s are always available and that information transmitted through the Service/s is accurate. However the User acknowledges and agrees that:

- a) not all Addresses will be able to be registered for the Service/s;
- b) it is the User's responsibility to ensure that the details provided by them are accurate;
- c) conditions affecting the Network may change rapidly, particularly in circumstances where outages affect a large number of persons;
- d) all power restoration timeframes indicated in messages are estimates only and may be based on historical averages rather than circumstances specific to the fault;
- e) there may be inaccuracies, delays or failures in the Service/s or the transmission of messages;
- f) there may be occasions where the Service/s are unavailable;
- g) the User's or Secondary Contact's service providers may delay the transmission of messages;
- h) some mobile phones may not be capable of receiving SMS messages from SA Power Networks;
- i) in their use of the Services

User and Secondary Contacts must be conscious of the above limitations and must have regard to the fact information provided by the Services will not always be accurate or timely ;

- j) messages may advise an outage but the Address may not be subject to an outage or the Address may be subject to an outage but no message is sent or received. This is because SA Power Networks can only make an estimate of properties affected by an outage and will not have time to accurately determine exactly which properties are affected by an outage; and
- k) information transmitted electronically will pass over public telecommunications networks which are inherently insecure.

6. Our Liability

6.1 The Competition and Consumer Act and some other laws provide certain conditions, warranties, guarantees and rights that cannot be excluded or limited.

6.2 Except to the extent one of those laws requires it, SA Power Networks gives no condition, warranty, undertaking or guarantee and SA Power Networks makes no representation to the User, about the condition or suitability of the Services, their quality or fitness for purpose other than as set out in these terms.

6.3 To the extent permitted by law (and subject to the Competition and Consumer Act) SA Power Networks is only liable to the User where SA Power Networks has acted negligently or in bad faith.

7. Law

7.1 All disputes in relation to the Services will be governed by South Australian law and will be dealt with by South Australian courts.

8. Definitions

Address means the property or premises nominated by the User when using the relevant Service.

User means any person who makes use of the Service/s **other** than as a Secondary Contact.

Secondary Contact means any persons nominated by a User to receive messages provided under the Service/s.

Service/s means the service/s described in section 1.1 of these Terms and Conditions of Use.

SA Power Networks 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) and Spark Infrastructure SA (No. 3) Pty Ltd (ABN 50 091 142 362), each incorporated in Australia, and CKI Utilities Development Limited (ABN 65 090 718 880) and PAI Utilities **Development** Limited (ABN 82 090 718 951), each incorporated in the Bahamas, of Level 6 1 Anzac Highway Keswick South Australia 5035.

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