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RELEVANT AGENT APPOINTMENT made on _____

Signed by the Customer: _____
(Signature of Customer)

Relevant Agent: PLUS ES ABN 30 179 420 673 (PLUS ES) of Level 14, 24-28 Campbell Street, SYDNEY NSW 2000					
Customer:					
Name: First		Last:			
Email:					
Mobile number:		Other Phone:			
Property Address:					
Unit No:		Street No:		Street Name:	
Suburb				Post Code	
NMI				Plant Capacity	
Solar Installer					

1) Authorisation

- a) For the purposes of Regulation 55B of the Electricity (General) Regulations 2012, as the owner or operator of the Plant, the Customer:
 - i) is responsible for appointing a Relevant Agent and, as and from the Commencing Date, appoints PLUS ES as the Relevant Agent (and PLUS ES accepts the appointment); and
 - ii) authorises PLUS ES to remotely Disconnect and Reconnect the Plant on its behalf when PLUS ES is legally directed to do so.
- b) PLUS ES will not be required to accept the appointment as Relevant Agent unless and until:
 - i) the Technology Solution is present and compatible with the relevant Plant; and
 - ii) the Customer has advised PLUS ES of the capacity of the Plant.
- c) PLUS ES may amend, modify or update these Terms to reflect any changes in legislation, laws, rules, technology or industry practice and/or to charge reasonable fees.

2) PLUS ES Responsibilities

- a) PLUS ES will perform the obligation of Relevant Agent in accordance with Regulation 55B of the Electricity (General) Regulations 2012.
- b) PLUS ES will be responsible for notifying the Technical Regulator ceases to be the Relevant Agent.

3) Customer responsibilities

The Customer:

- a) acknowledges that it is responsible and liable for ensuring that the Plant must at all times be capable of being remotely Disconnected from, and Reconnected to, the Distribution Network; and
- b) must immediately notify PLUS ES in writing if:
 - i) the Plant no longer needs to be remotely Disconnected and Reconnected; and/or

- ii) the Customer ceases to be the owner or operator of the Plant (and in any case no later than seven (7) days after the Customer ceases to be the owner or operator of the Plant); and/or
- iii) the Customer withdraws the Authorisation for any reason and it will be solely responsible for authorising another Relevant Agent.
- c) must not do anything, or omit to do anything, which interferes with the Technology Solution.
- d) respond promptly to all communications by or from PLUS ES (however such communications may be made including, without limitation, via any electronic means such as SMS text, email or phone call) in order to enable PLUS ES to perform its obligations as Relevant Agent;
- e) acknowledges that a failure by the Customer to do any of the acts referred to in clause 3 will result in a default by PLUS ES of its obligations as a Relevant Agent. In this regard, PLUS ES is not liable and the Customer releases PLUS ES from any liability or claim the Customer may be subject to as a result of, or arising from or in connection with, the inability or incapacity of the Plant to be Disconnected and Reconnected, or, any of the events described in clause 3.

4) Termination

- a) These Terms will terminate automatically on the earlier of:
 - i) the date on which PLUS ES elects to terminate these Terms, either without cause or for breach by the Customer, with no less than 30 days' prior notice to the Customer;
 - ii) the date on which PLUS ES ceases to be the Relevant Agent for any reason;
 - iii) the date on which either:
 - (1) the Plant is removed or ceases to operate for any reason; or
 - (2) PLUS ES ceases to supply a Technology Solution; or
 - (3) The Customer is no longer the owner of the Plant; or
 - (4) The Customer no longer requires the appointment of a Relevant Agent
- b) In addition to the provisions of clause 4)a) effectively terminating these Terms, PLUS ES may terminate these Terms for any of the reasons or events set out in clause 1)b) and clause 3) b).

5) Definitions

In these Terms:

Authorisation means the appointment and authorisation of PLUS ES as Relevant Agent under the Electricity (General) Regulations 2012 in relation to relevant Plants.

Commencing Date means the later of the date on which the Customer signs these Terms and PLUS ES is registered as Relevant Agent with the Technical Regulator in relation to the relevant Plant;

Disconnected means, in relation to a Plant, the disablement or restriction on the Plant from being able to supply electricity into the Distribution Network;

Distribution Network has the same meaning as defined in section 4 of the Electricity Act 1996 (SA);

Plant means a solar electricity generation plant over which the Customer has granted the Authorisation;

Reconnected means, in relation to a Plant, the enablement of that Plant to supply electricity into the Distribution Network and includes any procedure to effect this;

Relevant Agent has the same meaning as defined in the Electricity (General) Regulations 2012.

Technical Regulator means the person or office nominated as the Office of the Technical Regulatory in South Australia.

Technology Solution means the technology utilised by PLUS ES to enable the remote Disconnection and Reconnection of the electricity supply into the Distribution Network in respect of the Plant.

Terms means these terms and any annexures or variations to them from time to time.