



Government
of South Australia

Department of Human Services

CONCESSION SCHEME ADMINISTRATIVE ARRANGEMENTS DEED

BETWEEN

THE MINISTER FOR HUMAN SERVICES

("the Minister")

-AND-

[TBA**]**

ACN **[**TBA**]**

("the Retailer")



Government
of South Australia

Crown Solicitor's Office
Level 9, 45 Pirie Street
Adelaide SA 5000

TABLE OF CONTENTS

1.	DEFINITIONS AND INTERPRETATION.....	1
2.	REPRESENTATIVES	4
3.	TERM	5
4.	THE RETAILER'S ADMINISTRATIVE SUPPORT SERVICES.....	5
5.	THE MINISTER'S ADMINISTRATIVE SUPPORT SERVICES	5
6.	TERMINATION	5
7.	COMMUNICATION AND MEETINGS.....	6
8.	REPORTS	8
9.	NO LIMITATION OF RIGHTS.....	8
10.	CONFIDENTIALITY	8
11.	AUDIT AND PERFORMANCE REVIEW.....	8
12.	INDEMNITY	9
13.	RELATIONSHIP BETWEEN THE MINISTER AND THE RETAILER	10
14.	ELECTRONIC FUND TRANSFER DETAILS.....	10
15.	DISPUTE RESOLUTION	10
16.	NOTICES.....	11
17.	ASSIGNMENT	11
18.	ENTIRE AGREEMENT	11
19.	AMENDMENT.....	11
20.	SEVERANCE	11
21.	RIGHTS CUMULATIVE	12
22.	GOVERNING LAW	12
23.	AUDITOR-GENERAL	12
	SCHEDULE 1 - DEED ADMINISTRATION DETAILS	
	SCHEDULE 2 - RETAILER'S ADMINISTRATIVE SUPPORT SERVICES	
	SCHEDULE 3 - MINISTER'S ADMINISTRATIVE SUPPORT SERVICES	
	SCHEDULE 4 - REPORTS	



BETWEEN:

THE MINISTER FOR HUMAN SERVICES of Level 12, 1 King William Street, Adelaide, South Australia 5000 (“**the Minister**”)

AND

[TBA**]** (ACN ****TBA****) of **[**TBA**]** (“**the Retailer**”)

BACKGROUND:

- A. The Retailer holds an electricity retail licence pursuant to the *Electricity Act 1996 (SA)* or a retailer authorisation under the *National Energy Retail Law (South Australia) 2011* which allows it to conduct business as an electricity retailer.
- B. It is a condition of the Retailer’s electricity retail licence that it must comply with the requirements of any approved scheme that is issued pursuant to section 21(1)(h) or must be complied with under section 63AD of the *Electricity Act 1996 (SA)* for the provision by the South Australian Government of customer concessions to eligible South Australian residents.
- C. The Minister, on behalf of the Minister for Mineral Resources and Energy, has issued and approved a concessions scheme dated July 2014 for use under Sections 21(1)(h) or 63AD of the *Electricity Act 1996 (SA)* (the “**Concession Scheme**”).
- D. The Minister funds, operates and administers the Concession Scheme on behalf of the Minister for Mineral Resources and Energy.
- E. The Retailer wishes to fulfil its administrative obligations arising from the Concession Scheme under the *Electricity Act 1996 (SA)* and accordingly enters into this Deed with the Minister to record and manage its administrative arrangements with the Minister.
- F. The Minister wishes to enter into this Deed to record and manage its administrative arrangements in respect of the Concession Scheme with the Retailer.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

In this Deed unless a contrary intention is evident:

- 1.1 “**AER**” means the Australian Energy Regulator established by section 44AE of the *Competition and Consumer Act 2010 (Cth)*;
- 1.2 “**Business Day**” means a day other than a Saturday, Sunday or public holiday in South Australia.
- 1.3 “**Commencement Date**” means the date of execution of this Deed.



- 1.4 **“Department of Human Services”** means the Department of Human Services (**“DHS”**) that is responsible to the Minister.
- 1.5 **“Code of Fair Information Practice”** means DHS Code of Fair Information Practice dated June 2006 and any amended form of it, which is based on the National Information Privacy Principles;
- 1.6 **“Confidential Information”** means information of every kind whether in physical or electronic form in any way connected with or relating to:
- 1.6.1 drawings, designs, data, know-how, technology, accounting or financial information, patents, copyright, trade marks, service marks, designs whether registered or unregistered, software, source codes, systems, computer programs, customer and supplier lists, trade secrets, ideas, concepts, technical and operational information, details of management practices, pricing, methodology and personnel policies, business strategies, assets and liabilities of or relating to either Party;
 - 1.6.2 any Intellectual Property Rights of either Party;
 - 1.6.3 information which is confidential to either Party; and
 - 1.6.4 any other commercially sensitive information concerning either Party’s business, including but not limited to, information concerning the current or proposed business, commercial, technical and financial operations of either Party and its customers,
- disclosed by either Party to the other Party before or during the term of this Deed but does not include information which:
- 1.6.5 subsequently comes into a Party’s possession from another source and was not disclosed in breach of this Deed or any other applicable law, regulation or confidentiality obligation;
 - 1.6.6 is already in or subsequently comes into the public domain and was not disclosed in breach of this Deed; or
 - 1.6.7 is independently developed by a Party, except to the extent that such information is based on any Confidential Information of the other Party; and
- the definition of “Confidential Information” does not include this Deed.
- 1.7 **“Concession Scheme”** means the approved customer concession scheme for energy that is operated and funded by the Minister on behalf of the Minister for Mineral Resources and Energy dated July 2014 as amended and approved from time to time that is a mandatory licensing requirement for any energy retailer pursuant to sections 21(1)(h) or 63AD of the *Electricity Act 1996 (SA)*. The **“Concession Scheme”** does not include any replacement of the Concession Scheme if either the Minister on behalf of the Minister for Mineral Resources and Energy, or the Minister for Mineral Resources and Energy ceases to operate the Concession Scheme dated July 2014 at any time during the Term.
- 1.8 **“Deed”** means this deed.
- 1.9 **“Eligible Customer”** means a customer who is eligible under a Concession Scheme to receive a benefit towards the supply of energy being supplied by the Retailer at law;



- 1.10 “**ESCOSA**” means the Essential Services Commission of South Australia established under the *Essential Services Commission Act (SA) 2002*;
- 1.11 “**Indemnified Party**” has the meaning set out in clause 12.
- 1.12 “**Initial Term**” means the initial term of three (3) years specified in clause 3.1.
- 1.13 “**Intellectual Property Rights**” means any and all intellectual and industrial property rights throughout the world including but not limited to all rights in respect of or in connection with:
- 1.13.1 copyright (including future copyright and rights in the nature of or analogous to copyright);
 - 1.13.2 designs;
 - 1.13.3 patents;
 - 1.13.4 circuit layouts;
 - 1.13.5 any software including its source code and materials, whether in executable object code form or otherwise, and
 - 1.13.6 any confidential information,
- in each case whether or not now existing and whether or not registrable or registered and includes any right to apply for the registration of such rights and includes all renewals and extensions.
- 1.14 “**Minister for Mineral Resources and Energy**” means the body corporate established under the *Administrative Arrangements Act 1994 (SA)*, which is responsible for the energy portfolio.
- 1.15 “**Minister’s Administrative Support Services**” means the administrative support services set out in Schedule 3 to be provided by the Minister pursuant to clause 5.
- 1.16 “**NECF**” or “**National Energy Customer Framework**” is the framework that operates for a NERL retailer under the *National Energy Retail Law (South Australia) 2011*;
- 1.17 “**NERL retailer**” has the same meaning as found in the *Electricity Act 1996 (SA)*;
- 1.18 “**Personal Information**” means information or an opinion (including information or an opinion forming part of a database) whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can be reasonably ascertained from the information or opinion.
- 1.19 “**Related Body Corporate**” has the meaning set out in the *Corporations Act (Cth) 2001*.
- 1.20 “**Reports**” means the reports to be provided either by the Retailer to DHS (on behalf of the Minister) or by DHS (on behalf of the Minister) to the Retailer pursuant to the Concession Scheme.
- 1.21 “**Retailer’s Administrative Support Services**” means the administrative support services set out in Schedule 2 to be provided by the Retailer pursuant to clause 4.
- 1.22 “**Term**” means the Initial Term and, where appropriate to the context, includes any period during which this Deed continues to operate pursuant to clause 3.2.



- 1.23 A reference:
- 1.23.1 to the singular includes the plural and vice versa;
 - 1.23.2 to a gender includes all genders;
 - 1.23.3 to a document (including this Deed) is a reference to that document (including any Schedules and Annexures) as amended, consolidated, supplemented, novated or replaced;
 - 1.23.4 to a clause and Schedule are references to a clause of and a Schedule to this Deed respectively;
 - 1.23.5 to a Party means a party to this Deed;
 - 1.23.6 to a person (including a Party) includes:
 - (a) an individual, company, other body corporate, association, partnership, firm, joint venture, trust or government agency; and
 - (b) the person's successors, permitted assigns, substitutes, executors and administrators;
 - 1.23.7 to a law:
 - (a) includes a reference to any legislation, treaty, judgement, rule of common law or equity or rule of any applicable stock exchange;
 - (b) is a reference to that law as amended, consolidated, supplemented or replaced; and
 - (c) includes a reference to any regulation, rule, statutory instrument, by-law or other subordinate legislation made under that law.
 - 1.23.8 to a time refers to Australian Central Standard time, as varied by any approved daylight saving time.
- 1.24 Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- 1.25 A warranty, representation, covenant, or obligation given or entered into by more than one Party binds them jointly and severally.
- 1.26 Headings are for convenience only and do not affect interpretation.
- 1.27 if a payment or other act must be made or done on a day that is not a Business Day, then it must be made or done on the next Business Day.
- 1.28 If a period occurs from, after or before a day or the day of an act or event, it excludes that day.
- 1.29 Terms not defined in this Deed but defined in the Concession Scheme, the *Electricity Act 1996 (SA)* and *National Energy Retail Law (South Australia) 2011* respectively have that defined meaning when used in this Deed.
- 1.30 In the event of any inconsistency between this Deed and the Concession Scheme, the Concession Scheme prevails to the extent of the inconsistency.

2. REPRESENTATIVES

- 2.1 Subject to clause 2.5, the Minister's Representative for the purposes of this Deed shall be the person specified in Schedule 1.



- 2.2 Subject to clause 2.5, the Retailer's Representative for the purposes of this Deed shall be the person specified in Schedule 1.
- 2.3 Each Party's Representative will serve as the principal person for the other Party to provide instructions and directions to in relation to the administration of this Deed.
- 2.4 Both Parties must ensure that their respective Representative is reasonably available for the Term.
- 2.5 Either Party may, by giving reasonable notice to the other Party, replace their respective Representative nominated under this clause 2.

3. **TERM**

- 3.1 The Initial Term of this Deed shall be three (3) years commencing on the Commencement Date and, subject to any earlier termination of this Deed pursuant to clause 6, expiring on the third anniversary of the Commencement Date.
- 3.2 Unless this Deed terminates earlier, six (6) months prior to the expiration of the Initial Term, the Parties must meet and seek to negotiate a new Administrative Arrangements Deed setting out processes for the efficient day-to-day operation of the Concession Scheme. This Deed shall continue to operate unless and until the Parties enter into a new Administrative Arrangements Deed or this Deed is otherwise terminated pursuant to its terms (whichever first occurs).
- 3.3 Without prejudice to and without limiting in any way the Parties' right to jointly undertake a review of the provisions and/or operation of this Deed at any time during the Term, the Parties will review the provisions and/or operation of this Deed within twelve (12) months of the Commencement Date, and shall make such amendments or variations or additions (if any) to this Deed as the Parties agree.

4. **THE RETAILER'S ADMINISTRATIVE SUPPORT SERVICES**

The Retailer must provide the Retailer's Administrative Support Services to the Minister for the Term and in accordance with the terms and conditions of this Deed.

5. **THE MINISTER'S ADMINISTRATIVE SUPPORT SERVICES**

The Minister must provide the Minister's Administrative Support Services to the Retailer for the Term and in accordance with the terms and conditions of this Deed.

6. **TERMINATION**

- 6.1 The Parties agree that this Deed will terminate with immediate effect if at any time during the Term:
 - 6.1.1 the Retailer ceases to:
 - (a) hold a retail licence in accordance with the *Electricity Act 1996 (SA)*; or
 - (b) be a NERL retailer;



- 6.1.2 the Minister (or his/her successor) ceases to approve and operate the Concession Scheme (whether or not either the Minister on behalf of the Minister for Mineral Resources and Energy, or the Minister for Mineral Resources and Energy replaces the Concession Scheme with a new concession scheme under sections 21(1)(h) or 63AD of the *Electricity Act 1996 (SA)*);
- 6.1.3 Sections 21(1)(h) or 63AD of the *Electricity Act 1996 (SA)* are repealed and no successor provision is enacted in its place; or
- 6.1.4 the Retailer does one of the following:
- (a) commits or permits a breach of its obligations under this Deed;
 - (b) fails to comply with its obligations under the Concession Scheme; and/or
 - (c) commits or permits a breach of the *Electricity Act 1996 (SA)* or the *National Energy Retail Law (South Australia) 2011* and either ECOSA or AER advises the Minister of such breach
- and, following service of written notice of such breach or non-compliance by the Minister, the Retailer fails to rectify such breach or non-compliance within a reasonable time having regard to the nature and circumstances of such breach or non-compliance provided that such breach or non-compliance was not caused or contributed to by a breach of the Minister's obligations under this Deed or by non-compliance by the Minister or a third party with the Concession Scheme; or
- 6.1.5 this Deed is otherwise terminated by operation of law.
- 6.2 The Parties may terminate this Deed at any time upon agreement in writing.

7. COMMUNICATION AND MEETINGS

- 7.1 Throughout the duration of the Term, each Party may, except in respect of notices between the Parties which are governed by clause 16, communicate with the other Party by sending Representatives to meet in person or by post, facsimile, telephone or e-mail for the purposes of administering this Deed.
- 7.2 The Parties shall use all reasonable endeavours to respond to routine inquiries from the other Party within the timeframe specified in Schedule 1.
- 7.3 The Parties agree that for the purposes of this clause:
- 7.3.1 the contact details for the Retailer are set out in Schedule 1; and
 - 7.3.2 the contact details for the Minister are set out in Schedule 1.
- 7.4 Each Party agrees that its contact details set out in Schedule 1 respectively are for use by the other Party only and a Party must not supply the other Party's contact details to any third party without the prior written consent of the other Party.
- 7.5 The Minister and the Retailer agree to participate in regular relationship management meetings. Such regular relationship management meetings shall be convened at least once every calendar quarter during the Term. A meeting may be held in person, by teleconference or by any other means as agreed by the Parties. Each Party's Representative nominated under clause



- 2, or their delegate if they are unavailable, must be present at every such meeting.
- 7.6 The Parties agree that the first relationship management meeting shall take place on the date specified in Schedule 1.
- 7.7 The regular relationship management meeting shall be convened for the purposes of:
- 7.7.1 monitoring current administrative arrangements (including procedures and the content of the Schedules) and making any recommendations for improvements where appropriate;
 - 7.7.2 monitoring the relevant business processes of the Retailer and of the Minister and identifying any improvement processes for the Retailer or the Minister to implement to improve the efficient day-to-day operation of the Concession Scheme;
 - 7.7.3 monitoring the provision of information or the provision of the Retailer's Administrative Support Services by the Retailer;
 - 7.7.4 monitoring the provision of information or the provision of the Minister's Administrative Support Services by the Minister;
 - 7.7.5 agreeing on a timetable to implement any changes agreed by the Parties as a result of undertaking the monitoring referred to in sub-clauses 7.7.1, 7.7.2, 7.7.3 and 7.7.4, in each case having regard to all relevant considerations (including, without limitation, the business and commercial considerations of the Retailer and the funding available to the Minister in respect of the Concession Scheme);
 - 7.7.6 agreeing on the processes for implementation of any changes to the Concession Scheme (including, if applicable, determining responsibility for costs and timeframes for implementation);
 - 7.7.7 assessing any Eligible Customer complaint and determining responsibility and a course of action in relation to each complaint; or
 - 7.7.8 considering any other matter in respect of this Deed or the Concession Scheme as the Parties see fit.
- 7.8 In addition to the regular relationship management meetings referred to in clause 7.5 and the meetings with all retailers referred to in clause 7.9, either Party may if it considers it necessary, on five Business Days' notice to the other Party, convene an extraordinary relationship management meeting to address, discuss or review any matter in respect of this Deed or the Concession Scheme.
- 7.9 In addition to the regular relationship management meetings referred to in clause 7.5 and the extraordinary relationship management meetings referred to in clause 7.8, the Minister may at any time during the Term on five Business Days' notice to the Retailer convene a meeting with the Retailer and other retailers whenever issues are common to some or all of the retailers. The Parties agree that the first meeting with the Retailer and other retailers will take place on the day specified in Schedule 1.
- 7.10 For the avoidance of doubt, any meeting convened under this clause 7 does not represent any obligation upon either Party to:
- 7.10.1 vary or amend any term or condition of this Deed or any practice adopted under this Deed; or



7.10.2 ratify any objective, outcome or any other thing discussed during a meeting.

8. REPORTS

The Parties acknowledge and agree that each of the Reports shall be provided by the relevant Party to the other Party pursuant to the Concession Scheme on the days and at the times specified in Schedule 4.

9. NO LIMITATION OF RIGHTS

Nothing in this Deed limits or shall be construed as limiting in any way the rights of the Parties and the Minister for Mineral Resources and Energy under the Concession Scheme, the *Electricity Act 1996 (SA)*, the *National Energy Retail Law (South Australia) 2011* or under any other law.

10. CONFIDENTIALITY

10.1 In the course of each Party performing its obligations under this Deed, each Party may be provided with Confidential Information of the other Party. Each Party agrees to hold in strictest confidence the Confidential Information disclosed to it and will not use the Confidential Information for any purpose other than as strictly required by this Deed and will not disclose the Confidential Information to any third party, other than as agreed to in writing by the disclosing Party.

10.2 Each Party will only disclose the Confidential Information to those of its directors, officers, employees, advisors or other entities, including without limitation the South Australian Auditor General and other State or Commonwealth government entities (including the AER) or the Ombudsman (appointed by the entity known as the Energy and Water Ombudsman (SA) Ltd), who strictly require that Confidential Information for the purpose of performing its obligations under this Deed or to comply with the law and for no other purpose.

10.3 Each Party must:

10.3.1 keep the Confidential Information confidential and not use, copy or disclose any Confidential Information for any purpose other than the purposes of this Deed; and

10.3.2 ensure that its obligations under this clause 10 apply to all of its employees, agents, contractors and sub-contractors who access the Confidential Information under clause 10.2.

10.4 The rights and obligations of each Party under this clause 10 survive the expiration or earlier termination of this Deed.

11. AUDIT AND PERFORMANCE REVIEW

11.1 The Minister may during the Term on reasonable notice to the Retailer at reasonable times and only as frequently as is reasonable in the circumstances conduct:



- 11.1.1 a performance review of the Retailer's compliance with the Concession Scheme and/or its performance under this Deed;
- 11.1.2 an audit of the services (whether whole or in part) provided by the Retailer pursuant to the Concession Scheme and/or this Deed (including, but not limited to, the Retailer's Administrative Support Services).
- 11.2 In addition to the Minister's right set out in clause 11.1, the Minister may on reasonable notice to the Retailer request a third party to conduct a review on the quality or performance of the services (or a particular service) provided by the Retailer (including, without limitation, the Retailer's Administrative Support Services) or the Retailer's capacity to comply with its obligations under the Concession Scheme and/or this Deed and the cost of this review or audit will be borne by the Minister.
- 11.3 The Retailer will cooperate fully with the Minister and provide all reasonable assistance and information to assist the Minister in relation to any review or audit conducted under this clause 11.
- 11.4 Where a review or audit conducted under this clause 11 provides for recommendations, the Minister and the Retailer must meet as soon as practicable to discuss the review or audit and agree on a process to address the issues identified in such recommendations. For the avoidance of doubt, the Parties may agree on a process that differs from the recommendations of the auditor or reviewer. If no agreement is reached, then either Party may use clause 15 to resolve the dispute.
- 11.5 The Minister may exercise any of its rights under this clause 11 notwithstanding the expiration or earlier termination of this Deed.

12. INDEMNITY

- 12.1 Each Party agrees to indemnify the other (the "**Indemnified Party**") against any loss, cost, damage, debt, expense or liability of any kind (including any legal costs) or claim that may be brought against or incurred or suffered by the Indemnified Party and which arises directly or indirectly out of any:
 - 12.1.1 negligent or reckless act or omission;
 - 12.1.2 wilful misconduct or fraud; or
 - 12.1.3 breach or non-observance of this Deed (including where any representation or warranty given under this Deed is false, inaccurate or misleading),committed by the Party in respect of or in any way connected with this Deed and/or the Concession Scheme, except to the extent that such loss, cost, damage, debt, expense or liability of any kind (including any legal costs) or claim was caused or contributed to by the Indemnified Party.
- 12.2 Neither Party to this Deed will in any circumstances be liable to the other Party in respect of any breach of this Deed for any loss of profits, or any consequential, incidental, indirect, special or punitive damages incurred or suffered by the other Party.
- 12.3 Each Party must take all reasonable steps to mitigate the effect on that Party of any loss, costs, damage, debt, expense or liability of any kind (including any legal costs) or claim for which another Party may be liable under this Deed.



13. RELATIONSHIP BETWEEN THE MINISTER AND THE RETAILER

The Retailer is an independent contractor of the Minister and nothing in this Deed constitutes the relationship of partnership, principal and agent, or employer and employee between the Parties and it is the express intention of the Parties that any such relationships are denied.

14. ELECTRONIC FUND TRANSFER DETAILS

The Retailer acknowledges that for the purposes of payments to the Retailer by DHS (on behalf of the Minister) pursuant to the Concession Scheme, the Retailer's Electronic Fund Transfer details are those specified in Schedule 1.

15. DISPUTE RESOLUTION

15.1 The Parties agree to follow the dispute resolution process contained in this clause 15 of this Deed before commencing any external dispute resolution process except where the Parties are seeking urgent interlocutory relief.

15.2 Each Party must as soon as practicable but in any case within seven (7) days of the dispute arising prepare a written report setting out:

15.2.1 the nature and scope of the dispute;

15.2.2 the issues raised by the dispute; and

15.2.3 a summary of the Parties' attempts to resolve the dispute,

15.2.4 and must submit the report to the person named in Schedule 1 in the case of the Minister and the person named in Schedule 1 in the case of the Retailer, both of whom must not have previously been involved in the dispute (the "**Negotiators**").

15.3 The Negotiators must meet as soon as practicable to resolve the dispute. The Negotiators may liaise with ESCOSA or AER as the case may be or such other relevant parties to assist in the resolution of the dispute.

15.4 If the Negotiators cannot resolve the dispute within fourteen (14) days of its reference to them (or earlier if the circumstances require), then either Party may refer the dispute to an independent mediator agreed upon by the Parties or, failing agreement, to an independent mediator nominated by the President or Acting President of the Law Society of South Australia. If the mediation is not concluded within twenty-eight (28) days (or other agreed period) of the referral of the dispute to the mediator, or a mediator is not appointed within fourteen (14) days of a request by either Party for such nomination by the President or Acting President of the Law Society of South Australia, the Parties are permitted to commence any other external dispute resolution mechanism.

15.5 The Parties agree that:

15.5.1 each will bear their respective costs of the mediation save that the mediator's fee, fees for mediation rooms and costs of shared equipment facilities and services of the mediation will be shared equally;



- 15.5.2 the venue for the mediation will be agreed between the Parties or, failing such agreement, will be nominated by the mediator;
- 15.5.3 each Party may be legally represented if they so wish; and
- 15.5.4 the mediation will be conducted without prejudice and complete confidentiality will be preserved in respect of the mediation and any documents and information used at or in relation to the mediation.

16. NOTICES

All notices between the Parties must be in writing and delivered to the address of that Party as set out in this Deed. A notice may be delivered by personal delivery, prepaid post, by facsimile, or by email. Notices will be deemed served:

- 16.1 if by hand delivery, when it is delivered;
- 16.2 if by pre-paid post, on the third Business Day after posting (seven if posted to or from a place outside Australia); and
- 16.3 if by facsimile, on receipt by the sender of a transmission report by the machine from which the facsimile is sent, indicating that the facsimile was sent in its entirety to the facsimile number of the recipient.

17. ASSIGNMENT

- 17.1 Subject to sub-clauses 17.2 and 17.3, a Party must not assign or transfer any of its rights or obligations under this Deed without the prior written consent of the other Party, which consent must not be unreasonably withheld.
- 17.2 The Minister is not required to obtain the consent of the Retailer where the Minister assigns or transfers any of its rights under this Deed to another Minister of the Crown in the right of South Australia.
- 17.3 The Retailer is not required to obtain the consent of the Minister where the Retailer assigns or transfers any of its rights and obligations under this Deed to a Related Body Corporate to the Retailer, being a Related Body Corporate who is the holder of a licence pursuant to the *Electricity Act, 1996 (SA)* or has an authorisation under *the National Energy Retail Law (South Australia) 2011* which permits the said Related Body Corporate to conduct business as an electricity retailer.

18. ENTIRE AGREEMENT

This Deed contains the entire agreement between the Parties with respect to the subject matter contained in this Deed and any other thing contemplated by this Deed and supersedes all prior representations, agreements and negotiations.

19. AMENDMENT

This Deed may be amended only by a document signed by all Parties.

20. SEVERANCE

If any part of this Deed should be held in law to be void, voidable, unenforceable or illegal, such provision shall be deemed modified to the extent required to comply with



such law or, if necessary, will be severed from the rest of the Deed leaving the remainder of the Deed to have full force and effect.

21. RIGHTS CUMULATIVE

The rights, remedies and powers of the Parties under this Deed are cumulative and do not exclude any other rights, remedies or powers.

22. GOVERNING LAW

This Deed is to be construed and interpreted in accordance with the laws of the State of South Australia. The Parties submit to the jurisdiction of the Courts of South Australia.

23. AUDITOR-GENERAL

Nothing in this Deed derogates from the Auditor-General under the *Public Finance and Audit Act 1987 (SA)*.



EXECUTED AS A DEED on the _____ day of _____ 20____

THE COMMON SEAL of the **MINISTER**)
FOR HUMAN SERVICES)
was hereunto affixed)
in the presence of:)

.....
Witness
[Print Name:]

Executed by **[**TBA**]** in accordance with Section 127 of the *Corporations Act 2001*

(Cth))
)
ACN **[**TBA**]** was hereunto affixed)
in the presence of:)

.....
Director
[Print Name:]

.....
Director/Secretary*
[Print Name:]

*Delete the inapplicable



SCHEDULE 1 - DEED ADMINISTRATION DETAILS

Minister's Representative	<i>(as set out below or such other person notified in writing from time to time to the Retailer by the Minister)</i>
Position	Manager ConcessionsSA Department of Human Services
Retailer's Representative	<i>(as set out below or such other person notified in writing from time to time to the Minister by the Retailer)</i>
Name	
Position	
Minister's Contact Details	<i>(as set out below or such other person notified in writing from time to time to the Retailer by the Minister)</i>
Attention	Manager
Position	ConcessionsSA Department of Human Services
Address	GPO Box 292 Adelaide SA 5001
Facsimile	(08) 8226 7047
Email for management of concessions	DHSRetailersConcessions@sa.gov.au
Email for management of transfer of data and receiving invoices	DHSRetailersConcessions@sa.gov.au
Email for administration of concessions	DHSRetailersConcessions@sa.gov.au

Retailer's Contact Details	<i>(as set out below or such other person notified in writing from time to time to the Minister by the Retailer)</i>
Attention	[**TBA**]
Position	[**TBA**]
Address	[**TBA**]
Facsimile	[**TBA**]
Email for management of concessions	[**TBA**]
Email for management of transfer of data and receiving invoices	[**TBA**]
Email for administration of concessions	[**TBA**]
First Relationship Meeting with Retailer	On such date as is determined by the Minister in consultation with the Retailer.
First Meeting with all retailers	On such date as is determined by the Minister in consultation with all retailers.
Timeframe to Respond to Routine Inquires	Where a Party receives a routine inquiry from the other Party, the receiving Party must use all reasonable endeavours to respond to the inquiry of the other Party as soon as reasonably necessary, having regard to the nature and relative urgency of the inquiry.
Electronic Fund Transfer Details	<i>(as set out below such other Electronic Fund Transfer details as the Retailer notifies to the Minister in writing).</i>
Account Name	
BSB	
Account Number	
Bank	
Address	



Minister's Negotiator	<i>(as set out below or such other person notified in writing from time to time to the Retailer by the Minister)</i>
Position	Executive Director Corporate Services Department of Human Services
Retailer's Negotiator	<i>(as set out below or such other person notified in writing from time to time to the Minister by the Retailer)</i>
Name	[**TBA**]
Position	[**TBA**]



SCHEDULE 2 - RETAILER'S ADMINISTRATIVE SUPPORT SERVICES

The Retailer's Administrative Support Services shall comprise the following:

- 1.1 to provide at no charge to an Eligible Customer within ten (10) Business Days of a request from the Eligible Customer a copy of any of the Eligible Customer's account(s) of the last two (2) years with the Retailer for concession purposes;
- 1.2 to provide, at such charge (if any, in the Retailer's discretion) as the Retailer may lawfully charge, to an Eligible Customer within twenty (20) Business Days of a request from the Eligible Customer a copy of any of the Eligible Customer's account(s) which are more than two (2) years old with the Retailer for concession purposes;
- 1.3 to ensure that when providing information about the Concession Scheme to the public (including customers) the Retailer's staff and contractors (including any call centre staff and contractors) use material which is compatible and consistent with and not substantively different to DHS's material provided in relation to the Concession Scheme (including Frequent Question and Answer (FAQ) templates provided by the Minister);
- 1.4 to provide all training to the Retailer's staff and contractors (including call centre staff and contractors) reasonably required to ensure the Retailer's staff and contractors (including call centre staff and contractors) comply with paragraph 1.3 above;
- 1.5 as soon as possible after the Commencement Date, to meet with and work together with DHS (on behalf of the Minister) to identify and agree between the Parties Key Performance Indicators in respect of the efficient operation of the Concession Scheme to be met by the Retailer and monitored by DHS (on behalf of the Minister);
- 1.6 to provide reasonable assistance to the Minister in resolving all other pertinent matters in respect of the Concession Scheme or this Deed and
- 1.7 to cooperate with the Minister at all times, and whenever required by the Minister to implement, use or operate a new DHS customer database at the Retailer's cost for the purposes of the Concession Scheme or this Deed.

SCHEDULE 3 - MINISTER'S ADMINISTRATIVE SUPPORT SERVICES

The Minister's Administrative Support Services shall comprise the following:

- 1.1 to provide to the Retailer such information which the Minister requires the Retailer to provide to the public (including customers) about the Concession Scheme; and
- 1.2 to provide to the retailer at:
 - 1.2.1 no charge Energy Concession Application Forms to the Retailer;
 - 1.2.2 the election of and such other support the Minister considers is necessary and required for the effective operation of the Concession Scheme and may extend to the provision of training and other requirements to assist the Retailer in the implementation and operation of a new DHS customer database on such terms as determined by the Minister at his/her discretion.

SCHEDULE 4 – REPORTS

The Parties agree that the following reports are to be provided electronically.

RETAILER REPORTS	
Type of Report	Timing
Concession Reconciliation Input File	This file is to be sent to the Minister (via DHS) within thirty (30) days of the end of each financial quarter (Clause 8.1 of the Concession Scheme)
Retailer Mismatch Exception Input File	Within one week of receipt of the relevant DHS File
MINISTER'S REPORTS	
Type of Report	Timing
The Ineligible Customer Notification Output File	Submitted to Retailer weekly
The New Concessions Data Output File	Submitted to Retailer weekly
Beneficiary Data Output File	Submitted to Retailer weekly
Permanent Concessions Back Data Output File	Submitted to Retailer weekly