

CONDITIONS OF ENTRY

PORT AUGUSTA POWER STATIONS CONDITIONS OF ENTRY

1. Introduction

- 1.1 These Conditions of Entry apply to any person or Vehicle entering the Site.
- 1.2 In consideration of Flinders Operating Service Pty Ltd (ABN 36 094 130 837) ("**we**" or "**us**" or "**Flinders**") agreeing to provide you access to the Site in accordance with these Conditions of Entry, you agree to the following Conditions of Entry when entering the Site. If you do not agree to these Conditions of Entry, you must not enter any part of the Site.
- 1.3 We will not provide you or your Vehicle access to any part of the Site unless and until you have signed these Conditions of Entry where indicated below.
- 1.4 These Conditions of Entry apply to access to the Site. Your participation in any auction will be subject to separate conditions notified by us to you.

2. Conduct within the Site

- 2.1 In exercising your Access Rights, you must:
 - (a) comply with all Site Rules;
 - (b) co-operate with us and our Associates at all times;
 - (c) not obstruct, delay or interfere with us, our Associates, any other occupier or user of the Site or neighbouring land owners;
 - (d) not damage any Assets or other property on the Site (including our property or any property of our Associates or any other person) or cause any personal injury;
 - (e) comply with all directions and requirements notified to you by us or any of our Associates (including, without limitation, in writing by way of signs, notices or direction markings); and
 - (f) not enter any part of the Site to which access has been restricted by us or any of our Associates (including by way of written notice stating "No Entry", "Unauthorised Access Not Permitted" or similar).
- 2.2 Electronic monitoring is underway at all times within the Site, including the use of CCTV and licence plate recognition technology.

3. Vehicles and Parking

- 3.1 Without limiting clause 2.1(e), you must comply with all road signs, directions and other requirements relating to the operation or parking of Vehicles while on the Site, including (without limitation):
 - (a) all Australian and South Australian road rules;
 - (b) all directions with respect to traffic control and movement; and
 - (c) all requirements with respect to size restrictions, designated parking areas and allocated parking bays.
- 3.2 We may, at our absolute discretion:
 - (a) impose any additional condition on the use of our parking areas (including, without limitation, with respect to the size of a Vehicle, the number of Vehicles brought on Site, the duration for which a Vehicle is permitted to remain on Site and payment of any parking fee that may be required);
 - (b) refuse entry to any Vehicle; or
 - (c) move or remove any Vehicle parked in an unauthorised area (in which case, you agree to pay us any costs incurred by us in moving or removing your Vehicle).

- 3.3 We:
- (a) do not guarantee access to our parking areas at all times; and
 - (b) if we are unable to accommodate your Vehicle in our parking areas, have no obligation to provide, or to assist you in finding, any replacement parking space.
- 3.4 You bring your Vehicle on the Site and use our parking areas at your own risk. Without limiting clause 7, we are not liable for the theft of your Vehicle or its contents or for damage to your Vehicle or its contents by other users of the parking areas or entrants on the Site, including by way of collision between Vehicles.
- 3.5 Parking areas must not be used for any purpose other than to accommodate the temporary parking of Vehicles in connection with the Permitted Purpose.

4. **Access and Permitted Purpose**

- 4.1 You:
- (a) will not:
 - (i) use the Site for any use other than the Permitted Purpose; or
 - (ii) access the Site at any time other than during the Access Period; and
 - (b) will:
 - (i) leave the Site clean and tidy and free of rubbish and in the same condition as when you first entered the Site for the Permitted Purpose; and
 - (ii) at our election, either make-good or reimburse our costs of making good any damage caused to the Site or an Asset by you or your Vehicle.

5. **Removal from the Site**

- 5.1 We, or any of our Associates, may instruct you to immediately vacate the Site or remove your Vehicle from the Site (and then you must immediately do so), if, in our opinion or that of any Associate, you are at risk of being in breach of these Conditions of Entry.

6. **Privacy Policy**

Any personal information provided in the course of entering or use of the Site will be handled in accordance with our Privacy Policy, which can be found at:

<https://alintaenergy.com.au/energy-products/customer-information/privacy-policy>.

7. **Liability and Indemnity**

- 7.1 Entry to the Site is at your own risk.
- 7.2 Without limitation, this means that:
- (a) you are taken to understand the inherent risks associated with the Site and the Assets;
 - (b) neither we, nor anyone on our behalf, warrants, guarantees or makes any representation about the safety of the Site, the Assets or the Permitted Purpose;
 - (c) we do not owe you any duty of care with respect to the Site, the Assets or the Permitted Purpose; and
 - (d) we do not owe you any obligation with respect to the provision of adequate parking spaces for your Vehicle.
- 7.3 To the maximum extent permitted by law, you release and indemnify us from and against any claim, action, loss, damage, cost, liability or expense, including any property damage or personal injury (including death), which is caused, contributed to by, or arises out of or in connection with:

- (a) the Site or the Assets;
- (b) the carrying out of the Permitted Purpose;
- (c) your access to the Site;
- (d) any act, omission, negligence, breach of statutory duty or other wrongful act or omission or default by you or on your behalf arising out of or in connection with the Permitted Purpose, the Access Rights, the Assets or the Site (including the unsafe or illegal operation of your Vehicle, or operation of your Vehicle otherwise than in accordance with these Conditions of Entry); or
- (e) any act, omission, negligence, breach of statutory duty or other wrongful act or omission or default by or on behalf of us or our Associates,

with such indemnity to include any amount of GST applicable to such claim, action, loss, damage, cost, liability or expense.

- 7.4 The benefit of the releases and indemnities given by you under clause 7.3 is held on trust by us for our Associates.

8. Governing Law

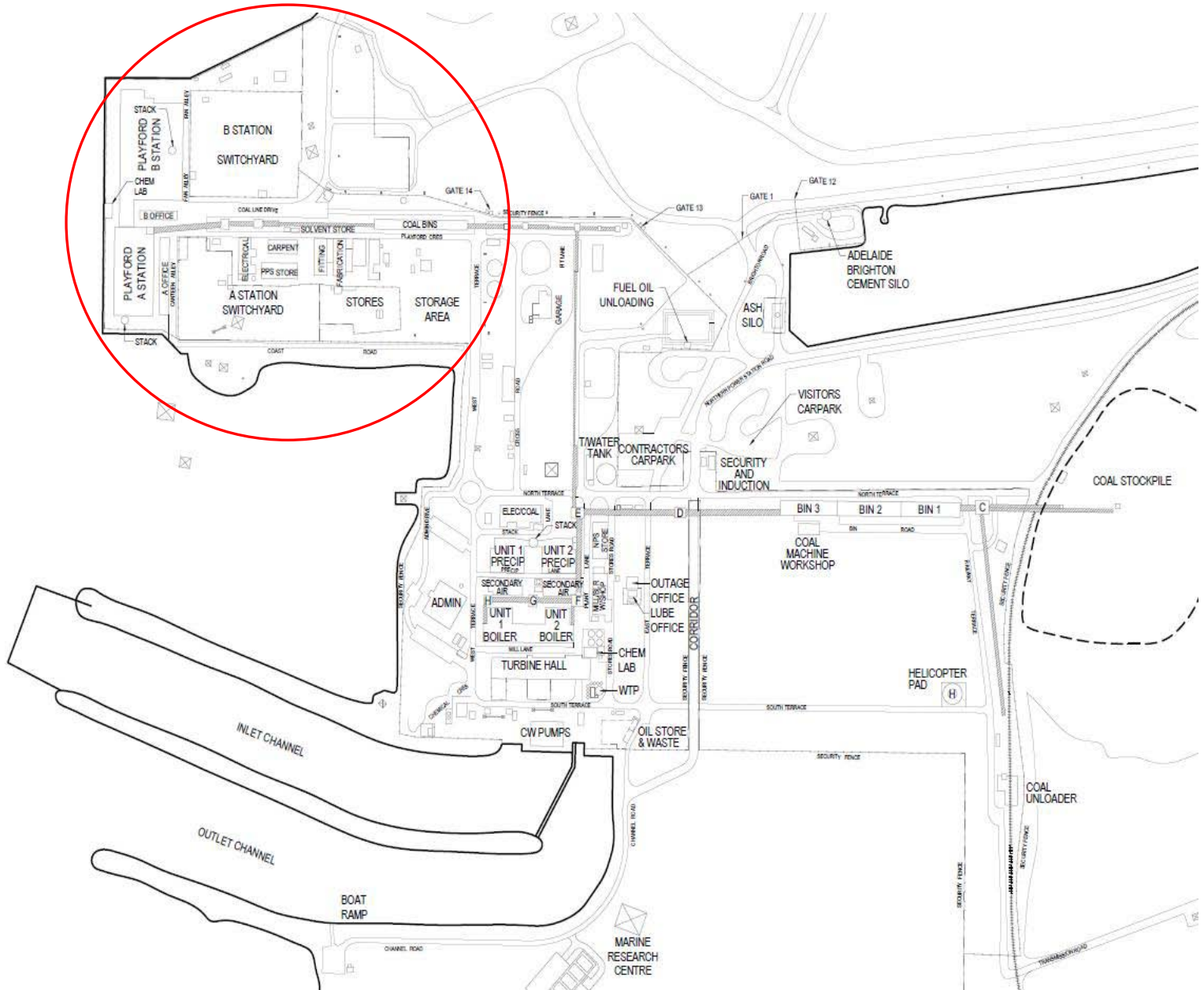
- 8.1 These Conditions of Entry are governed by, and to be construed in accordance with, the laws applicable in South Australia.
- 8.2 You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in South Australia and any courts which have jurisdiction to hear appeals from any of those courts and waive any right to object to any proceedings being brought in those courts.

9. Definitions

- 9.1 For the purposes of these Conditions of Entry:

- (a) **Access Period** means such period of time as access to the Site may be made available by Flinders for the Permitted Purpose (in accordance with these Conditions of Entry).
- (b) **Access Rights** means access to the Site for the Permitted Purpose in accordance with these Conditions of Entry.
- (c) **Asset** means certain plant, material and equipment, scrap and other saleable assets salvaged from demolition and restoration works at the Site.
- (d) **Associate** means every agent, employee, licensee, contractor and invitee of Flinders, including any person on the Site acting under the direction of Flinders.
- (e) **Permitted Purpose** means the purpose for which the entrant has been approved access to the Site, being (as the case may be) to:
 - (i) conduct a visual (but not physical) inspection of an Asset prior to making any offer to purchase that Asset; and
 - (ii) observe or participate in the auction of an Asset.
- (f) **Site** means the site shown in the Annexure A to these Conditions of Entry.
- (g) **Site Rules** means any rules governing an entrant's access to or conduct on the Site, whether notified by Flinders under clause 2.1(d) or otherwise, and including (without limitation) the rules set out in Annexure B to these Conditions of Entry.
- (h) **Vehicle** means any vehicle parked (or to be parked) on the Site, and includes any mechanical device on wheels or tracks, its equipment and accessories.

ANNEXURE A – SITE



ANNEXURE B – SITE RULES

For so long as you are present on the Site, you must:

1. Be over the age of 16.
2. At all times, wear:
 - a. closed toe, appropriate footwear; and
 - b. long sleeved shirts and long pants.
3. Not smoke anywhere on the Site.
4. Not be affected by alcohol, drugs, fatigue or other physical or mental impairment. You acknowledge that you may be subject to random drug and alcohol testing while on the Site.
5. Not, under any circumstance, enter:
 - a. any switchyard, transformer enclosure or the surrounding areas unless in the presence of an authorised Flinders' Associate who has the appropriate signed switchyard entry permit; or
 - b. any high voltage area without having obtained appropriate induction.
6. Comply with all of Flinders' security requirements (including providing photo identification when requested).
7. Not engage in any of the following unacceptable behaviours:
 - a. Bring an offensive weapon onto the Site (e.g. firearms, knives).
 - b. Knowingly place yourself or another person in significant danger.
 - c. Fail to follow isolation or other safety procedures.
 - d. Sabotage equipment or operations.
 - e. Engage in any act of violence or harassment, including bullying.
 - f. Possession, distribution or consume alcohol or drugs.
 - g. Fail to report any incident or potential hazard that occurs at the Site.