



**Solar
Accreditation
Australia**

Accreditation Agreement

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Background

- A. Solar Accreditation Australia Limited (**SAA**) is the exclusive operator of an independent, voluntary accreditation scheme for small-scale renewable energy systems (the **Scheme**).
- B. The purpose of the Scheme is to promote consumer confidence in the value and safety of small-scale renewable energy systems by ensuring that industry professionals comply with relevant electrical standards, safety requirements, and best practices within the renewable energy sector.
- C. The Scheme is approved by the Australian Government Clean Energy Regulator (**CER**) under the Renewable Energy (Electricity) Regulations 2001 (Cth) (**Regulations**). Accreditation under the Scheme is required for designers and installers whose work is relied upon for the creation of small-scale technology certificates under the Renewable Energy (Electricity) Act 2000 (Cth) and associated Regulations.
- D. Accreditation under the Scheme is also recognised and/or required by other state and territory renewable energy regulators, distributors and network services providers (**DNSPs**).
- E. The longer-term success of the Scheme depends on ensuring that accredited persons perform their work professionally, ethically and consistently with Scheme requirements. Confidence in the Scheme will be supported through a range of assurance mechanisms, including continuing professional development and other training requirements, regular audits, consumer feedback and complaints pathways, and referrals from regulators and other entities with statutory, network, safety or compliance responsibilities. These mechanisms provide multiple sources of information to identify conduct, competency or compliance concerns and support adherence to expected professional standards.
- F. This cooperation framework ultimately benefits all stakeholders by improving industry standards, expanding market opportunities, and fostering consumer trust and satisfaction.
- G. This Agreement specifies the conditions upon which Accreditation under the Scheme may be granted, renewed, maintained, varied, suspended, revoked or cancelled by SAA.
- H. SAA requires **you** to comply with the terms and conditions of this Agreement to ensure that the requirements and objectives of the Scheme are met.

Agreement

1. Commencement

- (a) This Agreement commences immediately on the date that it is accepted by you and continues unless or until terminated by you or SAA in accordance with clause 12.
- (b) For the avoidance of doubt, any suspension, revocation or other cancellation of your accreditation does not terminate this Agreement.

2. General acknowledgements

2.1 Relationship of the parties

This Agreement governs the legal relationship between you and SAA in connection with:

- (a) any application you make to become accredited under the Scheme; and
- (b) the renewal, continuation, management, variation, suspension, revocation or cancellation of any accreditation that you hold under the Scheme.

2.2 Directions from SAA

You acknowledge and agree that:

- (a) SAA may give you reasonable directions pursuant to this Agreement to discharge its responsibilities and obligations to administer the Scheme in accordance with its terms; and
- (b) you must comply with any such directions given by SAA pursuant to this Agreement.

2.3 Eligibility for accreditation

You acknowledge and agree:

- (a) that SAA has the discretion to determine the eligibility criteria for any accreditation under the Scheme, subject to and in accordance with the requirements of the Scheme, the Act and the Regulations; and
- (b) to maintain any accreditation granted under the Scheme, you must continue to meet such eligibility criteria, which may be amended by SAA from time to time with reasonable notice.

3. Fees

3.1 Payment of fees

SAA will charge you fees relating to accreditation under the Scheme, including (without limitation) fees for:

- (a) processing an application for accreditation and assessing your eligibility;
- (b) conferring, renewing, maintaining, varying or reinstating any accreditation for which you successfully apply;
- (c) providing, approving, administering or facilitating continuing professional development, training or other learning requirements, some of which may be mandatory under the Scheme;
- (d) processing any application, request or approval associated with your accreditation, including exemptions, extensions, variations, reassessments or other discretionary matters under the Scheme;
- (e) facilitating reviews or appeals of decisions made by SAA that affect any accreditation held by you under the Scheme; and
- (f) recovering costs associated with administering, maintaining, monitoring or enforcing the Scheme, including any other fees determined or published by SAA from time to time.

3.2 Fees may be changed with reasonable notice

SAA reserves the right to change the amount of any fees that it charges by providing reasonable notice of such changes to you.

3.3 Fees are payable in advance and not refundable

- (a) Unless SAA agrees otherwise with you, all fees must be paid in advance and in full.
- (b) You acknowledge and agree that you will not be entitled to a refund of any fees, including if:
- (c) you temporarily or permanently cease business activities for which accreditation is necessary or desirable; or
- (d) one or more of your accreditations is varied, suspended, revoked, cancelled or otherwise sanctioned by SAA in accordance with the Scheme Rules.
- (e) In some cases, SAA may agree to refund fees to you in accordance with any applicable SAA Policies.

3.4 Payment of invoices

If SAA agrees to invoice you for fees in instalments (for example, annual invoices for a multi-year accreditation), you agree to pay the fees specified in such as invoices as and when they fall due.

4. Scheme Rules and SAA Policies

4.1 Scheme Rules

- (a) From time to time, SAA may introduce, vary, repeal and replace rules and requirements relating to accreditation under the Scheme (**Scheme Rules**).
- (b) The Scheme Rules currently include:
 - (i) the SAA Technical Requirements;
 - (ii) the Code of Conduct for Accredited Persons;
 - (iii) the Continuing Professional Development Framework; and
 - (iv) the Compliance and Enforcement Rules.
- (c) You agree to read and comply with all Scheme Rules, as introduced, varied or replaced by SAA from time to time in accordance with this Agreement.
- (d) You acknowledge and agree that:
 - (i) the Scheme Rules are not incorporated into this Agreement; and
 - (ii) to the extent that any Scheme Rules appear to impose obligations on SAA, they are intended to be guidelines only in that respect, except to the limited extent expressly stated otherwise in this Agreement.

4.2 SAA Policies

- (a) From time to time, SAA may introduce, vary, repeal and replace policies, procedures, processes or other similar guidelines regarding SAA's general approach to various matters (SAA Policies).
- (b) The SAA Policies currently include:
 - (i) the Fees and Refunds Policy;
 - (ii) the Conflicts of Interest Policy;
 - (iii) the Complaints Policy; and
 - (iv) the Privacy Policy.
- (c) You acknowledge and agree that:
 - (i) SAA Policies are not incorporated into this Agreement; and

- (ii) to the extent that SAA Policies appear to impose any obligations on SAA, they are intended to be guidelines only in that respect, except to the limited extent expressly stated otherwise in this Agreement.

5. Training and CPD

- (a) You acknowledge and agree that you must continue to meet any reasonable requirements set by SAA under the Scheme Rules for continuing professional development (**CPD**) and other mandatory training relating to any accreditation that you hold under the Scheme.

6. Insurance

- (a) You acknowledge and agree that SAA may, at any time, require you to provide evidence that you are covered under current policies of public liability and/or professional indemnity insurance to the extent required by SAA under the Scheme.
- (b) You acknowledge and agree that you must not:
 - (i) perform any design work for which you are accredited under the Scheme, unless you are covered for such work under a current policy of professional indemnity insurance which indemnifies you up to at least one million dollars (\$1,000,000.00) for each claim made against you; and
 - (ii) perform any installation work for which you are accredited under the Scheme, unless you are covered for such work under a current policy of public liability insurance which indemnifies you up to at least five million dollars (\$5,000,000.00) for each claim made against you.

7. Reporting, auditing and continuous disclosure

7.1 Audits

You acknowledge and agree that, at any time, SAA may audit:

- (a) your ongoing eligibility for any accreditations you hold under the Scheme; and
- (b) your compliance with this Agreement and any Scheme Rules.

7.2 Reporting

You acknowledge and agree that, from time to time, SAA may introduce, vary, repeal and replace requirements for you to report any information to SAA that it considers necessary to assess:

- (a) your ongoing eligibility for any accreditations you hold under the Scheme; and
- (b) your compliance with this Agreement and any Scheme Rules.

7.3 Cooperation

You agree to fully cooperate with any audits conducted by SAA and any reporting requirements imposed by SAA.

7.4 Continuous disclosure

- (a) Independently of any reporting or auditing requirements imposed by SAA, you acknowledge and agree that you have a positive duty to continuously disclose to SAA any matters which may be relevant to the administration of the Scheme and/or your eligibility or suitability for continued accreditation under the Scheme, either generally or in relation to any specific scopes of practice.
- (b) Examples of matters that you are obliged to disclose include (without limitation):
 - (i) changes in your personal details or circumstances;
 - (ii) changes in the currency of your licences or qualifications;
 - (iii) being charged with or convicted of a criminal offence that would be reasonably likely to threaten the reputation of the Scheme, such as fraud or other offences involving dishonesty;
 - (iv) becoming personally bankrupt; and
 - (v) ceasing to be covered by an appropriate level of insurance specified in clause 6.

8. Complaints against you

8.1 SAA may receive complaints

SAA may receive complaints about you from consumers and other third parties, for example, in relation to:

- (a) your compliance with the Scheme Rules, including the *Code of Conduct*; and
- (b) concerns about the quality or safety of work for which you are accredited under the Scheme.

8.2 Investigation and determination of complaints

You acknowledge and agree that SAA may:

- (a) investigate any complaints made against you as it considers reasonably necessary to meet its obligations under the Scheme; and
- (b) conclusively determine the merits and outcomes of any such complaints, acting reasonably and subject to any review and/or appeal processes established under the Scheme Rules or SAA Policies from time to time.

8.3 Interim measures

You acknowledge and agree that, while a complaint against you is being investigated, SAA may temporarily vary, suspend or otherwise impose conditions upon any accreditations you hold under the Scheme if it considers such interim measures to be reasonably necessary.

8.4 Outcomes

You acknowledge and agree that, If SAA determines that a consumer complaint against you has been substantiated, it may take one or more of the following actions (without limitation):

- (a) requiring you rectify work to SAA's reasonable satisfaction (at no additional cost to the relevant consumer);
- (b) imposing requirements for additional training and/or continuing professional development;
- (c) varying, suspending, cancelling, revoking or not renewing any accreditation you hold under the Scheme; and/or
- (d) imposing any other sanction in accordance with clause 9.

8.5 Procedural fairness

SAA will ensure that any complaints against you are investigated and determined in a procedurally fair manner.

8.6 Cooperation

You agree to:

- (a) cooperate with any reasonable requests made by SAA for information or assistance to investigate a consumer complaint against you; and
- (b) fully comply with any determinations made by SAA in relation to the merits or outcome of a consumer complaint.

9. Sanctions

9.1 SAA may impose sanctions

You acknowledge and agree that the SAA may impose any sanctions upon accreditations you hold under the Scheme that it considers reasonably necessary to meet its obligations under the Scheme or to achieve the objectives of the Scheme.

9.2 Sanctionable matters

You acknowledge and agree that the circumstances in which SAA may impose sanctions include the following (without limitation):

- (a) you provide, or have provided at any time, false, misleading, incomplete or inaccurate information to SAA in connection with any application, accreditation, renewal, request, declaration, notification, compliance matter or other requirement under the Scheme;
- (b) you fail to pay any fees or other amounts payable under this Agreement or the Scheme Rules when they fall due;
- (c) you misrepresent your accreditation status under the Scheme to any third party, including a consumer, regulator, government agency, network service provider, retailer, contractor or other industry participant;
- (d) you fail to complete any continuing professional development, training, assessment or other competency requirement mandated by SAA under the Scheme Rules;
- (e) you fail to maintain any eligibility requirement, licence, registration, insurance, authorisation, competency, qualification or other requirement necessary to hold or maintain accreditation under the Scheme;
- (f) you fail to notify SAA of any matter that may affect your eligibility, suitability, accreditation status, compliance with Scheme requirements or ability to perform work in accordance with the standards required under the Scheme;
- (g) you are the subject of one or more substantiated complaints, adverse findings, regulatory referrals, safety concerns, technical non-compliances or other matters that, in SAA's reasonable opinion, raise concerns about your conduct, competency, compliance or suitability to hold accreditation;
- (h) you fail to cooperate with, or provide information reasonably required for, any audit, investigation, compliance review, complaint assessment, accreditation review or other process conducted by or on behalf of SAA;
- (i) you fail to accept, cooperate with, comply with or complete any condition, corrective action, undertaking, sanction or other requirement imposed by SAA in relation to your accreditation;
- (j) you breach the SAA Technical Requirements, the Code of Conduct, any applicable Scheme requirement, or any other standard, policy or procedure forming part of the Scheme Rules;
- (k) you misuse SAA's name, logo, marks, accreditation materials or other intellectual property, or use them in a manner not authorised by SAA;
- (l) you engage in conduct that is unlawful, unsafe, dishonest, misleading, negligent, unethical or otherwise inconsistent with the standards expected of an accredited person under the Scheme;
- (m) you otherwise breach this Agreement or the Scheme Rules;
- (n) you act, or omit to act, in a manner which, in the reasonable opinion of SAA, jeopardises or may jeopardise the reputation, integrity, effective administration or public confidence in SAA or the Scheme.

9.3 Examples of sanctions

The sanctions that SAA may impose include (without limitation):

- (a) requiring you to undertake additional training and/or continuing professional development;
- (b) varying, suspending (for any period), revoking or not renewing any accreditation you hold under the Scheme; and/or
- (c) prohibiting you from re-applying for any accreditation under the Scheme indefinitely or for a specified period.

9.4 Conformity with Scheme Rules and SAA Policies

If SAA provides for the administration of sanctions in any Scheme Rules or SAA Policies, then SAA will not impose such sanctions on you in a manner that is inconsistent with those Scheme Rules or SAA Policies.

10. Privacy and information sharing

10.1 Definitions

personal information has the meaning given in the Privacy Laws.

Privacy Laws means the *Privacy Act 1988* (Cth) and includes any state-based privacy legislation equivalents.

10.2 Collection and use of personal information

You acknowledge and agree that:

- (a) SAA will collect, hold and use your personal information as reasonably necessary for the administration of the Scheme, and as otherwise required or permitted by the Act, the Regulations and the Privacy Laws; and
- (b) SAA may collect, hold and use any personal information about you from third parties that it considers necessary to assess:
 - (i) your ongoing eligibility for any accreditations you hold under the Scheme; and
 - (ii) your compliance with this Agreement and any Scheme Rules.

10.3 Disclosure and sharing of personal information

You acknowledge and agree that:

- (a) SAA may disclose your personal information where reasonably necessary for the administration, operation, verification, compliance, integrity, enforcement or improvement of the Scheme, including for the purposes of:

- (i) assessing, granting, renewing, maintaining, varying, suspending, revoking, cancelling or refusing accreditation;
 - (ii) verifying your accreditation status, scope of accreditation, eligibility, competency, suitability or compliance with this Agreement or the Scheme Rules;
 - (iii) managing audits, complaints, referrals, investigations, compliance reviews, sanctions, reviews or appeals;
 - (iv) meeting SAA's obligations as the approved accreditation scheme operator, including any obligation to notify, report to, or provide information to the CER or any other relevant regulatory body; and
 - (v) supporting the integrity of the Scheme and the proper performance of functions connected with the Scheme.
- (b) SAA may display, publish, distribute, transmit or otherwise share information about the status of any accreditation you hold under the Scheme, including information about the expiry, variation, suspension, revocation, cancellation or refusal of accreditation.
- (c) Without limiting clause 10.3(a), SAA may maintain and publish a public register of accredited persons, which may include your name, accreditation number, accreditation type, accreditation status, expiry date and any other information reasonably necessary to confirm the status and scope of your accreditation.
- (d) For the avoidance of doubt, the third parties to whom SAA may disclose or transmit personal information about you include:
- (i) the CER;
 - (ii) any Commonwealth, State or Territory regulator, statutory authority or government agency;
 - (iii) electricity Distribution Network Service Providers;
 - (iv) registered agents under the Renewable Energy (Electricity) Act 2000 (Cth) or Renewable Energy (Electricity) Regulations 2001 (Cth); and
 - (v) any other person or body with statutory, regulatory, network compliance, enforcement or consumer protection responsibilities relevant to the Scheme or work performed by accredited persons,
- but only to the extent reasonably necessary for a purpose described in this clause 10.3.
- (e) Nothing in this clause limits SAA's ability to disclose personal information where required or permitted by law, the Act, the Regulations or the Privacy Laws.

11. Intellectual property

11.1 Definitions

Copyright Material means “works”, “cinematograph films” and “sound recordings” within the meaning of the *Copyright Act 1968* (Cth).

SAA Intellectual Property means any current or future intellectual property, whether registered or unregistered, owned by SAA, including:

- (a) all developments, discoveries, innovations, inventions, novel or technical designs, procedures, and trade secrets;
- (b) the entire copyright in all Copyright Material (including any SAA branding, logos or symbols);
- (c) all registered designs within the meaning of the *Designs Act 2003* (Cth);
- (d) all patents and patented applications, processes and products within the meaning of the *Patents Act 1990* (Cth); and
- (e) any trade name, brand name, common law trademark or trademark within the meaning of the *Trade Marks Act 1995* (Cth) (including any SAA branding, logos or symbols).

11.2 Ownership

You acknowledge and agree that:

- (a) SAA is the owner of the SAA Intellectual Property and all associated rights;
- (b) you have no proprietary right or interest in any SAA Intellectual Property; and
- (c) nothing in this Agreement has the effect of, or should be construed as having the effect of, assigning, licensing or transferring any rights in the SAA Intellectual Property to you.

11.3 Use of branding and logos

You acknowledge and agree that:

- (a) you must only use SAA’s branding, logos, symbols and other SAA Intellectual Property in accordance with any guidelines or requirements notified by SAA from time to time, whether under the Scheme Rules or otherwise; and
- (b) you must not use SAA’s branding, logos, symbols and other SAA Intellectual Property in any way that would be reasonably likely to misrepresent your accreditation status to any third party (including consumers or regulators).

11.4 Other restrictions on use

- (a) You must not:
- (i) add to, amend, remove, or alter in any way at all the SAA Intellectual Property without first obtaining SAA's prior written consent, which must be explicit and in relation to an identifiable item of the SAA Intellectual Property; or
 - (ii) use the SAA Intellectual Property in a manner which, in the opinion of SAA, is likely to adversely affect SAA or the Scheme.
- (b) Other than pursuant to this Agreement, or any other written agreement between the parties, or as permitted at law, you must not, at any time during or after the term of this Agreement, exercise any rights that are the exclusive rights of SAA as the owner of the SAA Intellectual Property.

11.5 New Intellectual Property

You acknowledge and agree that all rights, title to and ownership of any improvements, alterations or modifications to the SAA Intellectual Property shall immediately, upon creation, vest in SAA and thereafter be regarded as forming part of the SAA Intellectual Property, and you hereby assign to SAA any such rights that you create or acquire.

11.6 Compliance

In addition to your obligations under this Agreement, you must comply with any reasonable directions given by SAA concerning your use, proposed use, modification, publication, removal or cessation of use of any SAA Intellectual Property, including SAA's name, logo, accreditation marks, certificates, badges or other materials made available by SAA.

11.7 Infringement

You agree that if you become aware of any infringement or threatened infringement of SAA Intellectual Property you shall immediately provide SAA with written notice of such infringement, including:

- (a) full particulars of the alleged infringement; and
- (b) any necessary information with respect to the alleged infringement.
- (c) 12. Confidentiality

12. Confidential information

12.1 Confidential information

You must keep confidential, and must not use or disclose except as permitted under this Agreement, any non-public information provided or made available to you by SAA in connection with the Scheme, including information relating to audits, investigations,

complaints, compliance reviews, sanctions, referrals, SAA systems, Scheme administration, unpublished SAA materials, or any information identified by SAA as confidential.

12.2 Permitted use

You may use confidential information only for the purpose of complying with this Agreement, responding to SAA, participating in any audit, investigation, complaint, review, appeal or compliance process, or otherwise exercising rights or performing obligations under the Scheme.

12.3 Permitted disclosure

You may disclose confidential information only:

- (a) with SAA's prior written consent;
- (b) to your legal or professional advisers, provided they are informed of the confidential nature of the information;
- (c) where required by law; or
- (d) to the extent necessary to participate in a review, appeal, investigation or other process expressly permitted under the Scheme Rules.

12.4 Continuing obligation

Your obligations under this clause continue after this Agreement ends.

13. Termination

13.1 Termination by you

You may terminate this Agreement at any time by giving at least one week's written notice to SAA.

13.2 Termination by SAA

Subject to clause 12.3, SAA may terminate this Agreement immediately by giving written notice to you if:

- (a) you commit a serious or persistent breach of this Agreement or the Scheme Rules, for example:
 - (i) you do not comply with sanctions imposed upon your accreditation under the Scheme Rules and/or this Agreement; or
 - (ii) you repeatedly fail or refuse to abide by requirements for continuing professional development or training; or

- (b) you otherwise act in a manner which, in the reasonable opinion of SAA, jeopardises or may jeopardise the reputation of SAA or the Scheme.

13.3 Opportunity to rectify breaches

Before terminating this Agreement under clause 12.2, SAA must use reasonable endeavours to:

- (a) notify you of the reasons for any such proposed termination of this Agreement; and
(b) give you a reasonable opportunity to satisfy SAA that this Agreement should not be terminated for the reasons proposed.

13.4 Consequences

If this Agreement is terminated by you or SAA, for any reason, any accreditation that you hold under the Scheme will lapse on the date that such termination becomes effective.

13.5 Other rights not limited

For the avoidance of doubt, SAA's rights to terminate this Agreement does not in any way limit or affect its rights in relation to granting, renewing, maintaining, varying, suspending, revoking, cancelling or otherwise sanctioning any accreditations held by you under the Scheme in accordance with this Agreement and the Scheme Rules.

14. Liability and indemnity

14.1 Definitions

Indemnified Parties means SAA and its employees, agents and "officers" within the meaning of the *Corporations Act 2001* (Cth).

Liability means any liability (whether actual, contingent or prospective), claim (whether in tort, contract or otherwise), loss, damages, outgoing, cost (including legal costs and accounting costs on an indemnity basis) and expense of whatever description, whether or not ascertained, including any liability for any tax.

14.2 Liability

You acknowledge and agree that, to the maximum extent permitted by law, SAA is not legally responsible for any Liability caused to you by the performance in good faith of SAA's functions in connection with the Scheme.

14.3 Indemnity

To the maximum extent permitted by law, you agree to indemnify and hold the Indemnified Parties harmless against any Liability which any of them may incur in connection with:

- (a) any claim, demand or proceeding made or brought by any third party (**Claimant**) on account of any Liability incurred or alleged by the Claimant or any of the Claimant's officers, employees or agents, arising in connection with:
 - (i) your acts or omissions; or
 - (ii) any transaction or arrangement of whatever nature (whether for value or not) between you and the Claimant or any other person, relating to or in connection with the Scheme;
 - (b) any negligent or unlawful act or omission or wilful misconduct by you;
 - (c) any breach by you of this Agreement or the Scheme Rules (including the *Code of Conduct*); and
 - (d) any misleading or fraudulent information submitted by you,
- except to the extent that the Liability was caused by the Scheme Rules or SAA Policies requiring you to do something or requiring you to do something in a particular way, and you did so in compliance with the Scheme Rules or SAA Policies.

15. Relationship

- (a) You acknowledge and agree that nothing within this Agreement shall be deemed, construed or interpreted as:
 - (i) creating a partnership, joint venture or relationship of agency between the parties;
 - (ii) creating an employment relationship between the parties or rendering SAA liable for any cost obligations or expenditures pursuant to any relevant employment laws; or
 - (iii) enabling either party to act on behalf of the other party.
- (b) Neither party has any authority to bind the other party legally with respect to any third party unless expressly authorised to do so in writing by the other party.

16. General

16.1 Law and jurisdiction

- (a) This Agreement is governed by the law of Queensland.
- (b) The parties agree to the non-exclusive jurisdiction of the courts of Queensland, the Federal Court of Australia, and of courts entitled to hear appeals from those courts.

16.2 Amending this Agreement

- (a) SAA may amend this Agreement from time to time by publishing or otherwise making available an updated version of this Agreement through the SAA website, SAA portal,

application process, renewal process or any other system used by SAA to administer the Scheme.

- (b) Subject to clause 16.2(c), any amendment to this Agreement will apply to you when you next accept the amended Agreement, including as part of an application, renewal, variation, reinstatement or other accreditation process.
- (c) SAA may apply an amendment before your next renewal or other acceptance process where SAA considers the amendment reasonably necessary to comply with applicable law, the Act, the Regulations, a requirement of the CER, or to protect the safety, integrity, compliance or effective administration of the Scheme, provided that SAA gives you reasonable notice of the amendment where practicable.
- (d) Your continued application for, holding of, renewal of, or participation in accreditation under the Scheme after being given notice of an amendment constitutes acceptance of the amended Agreement.
- (e) For the avoidance of doubt, acceptance of this Agreement or any amended version of this Agreement may occur electronically, including by ticking a box, clicking an acceptance button, submitting an application or renewal, using the SAA portal, or otherwise indicating acceptance through a process approved by SAA.

16.3 Entire Agreement

This Agreement supersedes all previous agreements of the parties concerning the subject matter and constitutes the entire agreement between the parties.

16.4 Assigning this Agreement

- (a) You must not, without obtaining SAA's written consent, assign or novate this Agreement or any right under it.
- (b) SAA may assign or novate this Agreement or any right under it at any time.

16.5 Severability

- (a) If all or any part of a term of this Agreement is unenforceable or invalid, it must:
 - (i) where possible, be interpreted as narrowly as necessary to allow it to be enforceable and valid; or
 - (ii) if it cannot be interpreted narrowly to allow it to be enforceable and valid, be severed from this Agreement.
- (b) The validity and enforceability of the remaining terms is not affected.

16.6 No waiver

The failure of either party to enforce any term of this Agreement is not a waiver of their right to enforce any term of this Agreement at any later time.