



## Horizon Power Metering Services Service Level Agreement

Between:

Horizon Power ABN: 579 550 11697

and

{Name of User} ABN/CAN/ARBN [XXXXXXXXXXXXX]

Document Number:

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## Parties

**REGIONAL POWER CORPORATION ABN 57 955 011 697 (TRADING AS HORIZON POWER)**, a statutory body established under section 4(1)(d) of the *Electricity Corporations Act 2005 (WA)*, of 1 Stovehill Road, Karratha, Western Australia, 6714 (**Horizon Power**)

– and –

[ ] of [ ] (**User**)

## Introduction

- (A) The User wishes to obtain Metering Services from Horizon Power in accordance with the provisions of this Agreement and the User's Access Contract.
- (B) This Agreement sets out the terms and conditions, pursuant to the Code, upon which Horizon Power will provide the Metering Services to the User.

## Operative Provisions

### 1. Interpretation

#### 1.1 Interpretation

In this Agreement:

- (a) a reference to:
  - (i) the singular includes the plural and the plural includes the singular; and
  - (ii) an officer or body of persons includes any other officer or body for the time being exercising the powers or performing the functions of that officer or body; and
  - (iii) this Agreement or any other instrument includes any variation or replacement of it; and
  - (iv) "**under**" includes "**by**", "**by virtue of**", "**pursuant to**" and "**in accordance with**"; and
  - (v) "**day**" means a calendar day; and
  - (vi) "**person**" includes a public body, company, or association or body of persons, corporate or unincorporated; and
  - (vii) a person includes a reference to the person's personal representatives, executors, administrators, successors and permitted assigns; and
  - (viii) any monetary amount means that amount in Australian dollars,and
- (b) a word of any gender includes the corresponding words of each other gender; and
- (c) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day; and
- (d) "**copy**" includes a facsimile copy, photocopy or electronic copy; and
- (e) "**including**" and similar expressions are not words of limitation; and
- (f) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning; and

- (g) where information is set out in braces (namely “{“**and**”}”), whether or not preceded by the expression “**Note**”, “**Outline**” or “**Example**”, the information:
  - (i) is provided for information only and does not form part of this Agreement; and
  - (ii) is to be disregarded in interpreting this Agreement; and
  - (iii) might not reflect amendments to this Agreement or other documents or Laws, and
- (h) unless the contrary intention is apparent, a term with a defined meaning in the Code has the same meaning in this Agreement; and
- (i) a reference to:
  - (i) this Agreement includes any Schedule to this Agreement; and
  - (ii) a clause is a reference to a clause of this Agreement; and
  - (iii) a series of consecutive clauses or Schedules is to be read as inclusive of the first and last in the series.
- (j) a reference to a written law or statutory instrument includes any variation or amendment of it.

## 1.2 Interpretation Act applies

Unless the contrary intention is apparent, the rules of interpretation in the Interpretation Act 1984 (WA) apply to the interpretation of this Agreement.

## 1.3 CPI adjustment

In this Agreement, “**CPI-Adjusted**” in reference to an amount means that amount as adjusted under the following formula:

$$N = C \times \left( 1 + \frac{CPI_n - CPI_c}{CPI_c} \right)$$

where:

“**N**” is the new amount being calculated; and

“**C**” is the current amount being adjusted; and

“**CPI<sub>n</sub>**” is the CPI applicable at the end of the calendar quarter (quarter n) most recently ended prior to the current adjustment date; and

“**CPI<sub>c</sub>**” is the value of CPI applicable for the calendar quarter occurring 12 months before the calendar quarter referred to in the definition of **CPI<sub>n</sub>**.

## 2. Duration

### 2.1 Term

This Agreement commences on the Commencement Date and continues until this Agreement is terminated, in accordance with this Agreement.

### 2.2 Termination

This Agreement will only terminate if and when the User’s Access Contract terminates but such termination is without prejudice to any rights, remedies, powers, obligations or liabilities of a Party in respect of this Agreement which arose prior to the date of termination.

### **3. Services**

#### **3.1 Metering Services**

During the Term:

- (a) Horizon Power must provide the Metering Services comprised in Reference Services (Metering), in accordance with the Code or as requested by the User under a Service Order;
- (b) the User must pay for Extended Metering Services provided by Horizon Power pursuant to a Service Order submitted by the User; and
- (c) the User may use the Metering Services, on the terms and conditions set out in this Agreement.

#### **3.2 Service Standards**

- (a) Horizon Power must provide the Metering Services to the User in accordance with the Service Standards.
- (b) Horizon Power is not in breach of this Agreement or the Service Standards if it is not (acting reasonably) able to provide a Metering Service:
  - (i) because appropriate access to a property is not provided to it;
  - (ii) because it or its employees or agents have a legitimate concern about their ability to safely access a property (including due to risk of attack by animals, threats of violence or unsafe conditions at the property); or
  - (iii) due to other impediments beyond Horizon Power's reasonable control and which Horizon Power cannot, acting reasonably, overcome.

#### **3.3 Request for Metering Services**

The User may request the provision or cancellation of Metering Services under this Agreement, by submitting to Horizon Power a Service Order in accordance with the Code and the Communication Rules. The User may request a preferred appointment date and time and Horizon Power must make reasonable endeavours to perform the Metering Service at that preferred date and time.

#### **3.4 Requirement for Access Contract**

The User may only request Metering Services for a Meter for which the User has agreed an Access Contract with Horizon Power for the Connection Point.

### **4. Financial Covenants by User**

#### **4.1 Metering Services Charges**

- (a) The User agrees to pay Horizon Power the Fees for the Extended Metering Services provided under this Agreement.
- (b) For the avoidance of doubt, for Reference Services (Metering) a Reference Tariff is payable by the User under the User's Access Contract, and such Reference Tariffs must be paid by the User in accordance with the terms of the User's Access Contract.
- (c) If the User requests the following Extended Metering Services and the test reveals that the Meter that was the subject of the test does not comply with the requirements of the Code, the User is not liable to pay any Fees applicable to those Extended Metering Services.
  - (i) Meter Test – Lab; or

- (ii) Meter Test – NATA Certified.
- (d) Where a User requests a Reference Service (Metering), which requires the provision of one or more Extended Metering Services to satisfy the eligibility criteria, Horizon Power will provide the Extended Metering Service and the User will pay the fees set out in Schedule 5 for that Service in addition to any Reference Tariff payable.

## **5. Invoicing and payment**

### **5.1 Invoices**

Horizon Power must, within 10 Business Days after the end of an Accounting Period, issue to the User a Tax Invoice for the Accounting Period showing:

- (a) all amounts payable by the User to Horizon Power under this Agreement for the Accounting Period; and
- (b) all outstanding amounts as at the end of the Accounting Period and interest payable on those amounts; and
- (c) GST payable on those amounts under clause 5.6.

### **5.2 Payment of invoices**

- (a) Subject to clause 5.3, the User must, on or before the Due Date of the Tax Invoice, pay to Horizon Power all amounts shown on the Tax Invoice which are payable under this Agreement.
- (b) If the User fails to comply with clause 5.2(a) then, without prejudice to Horizon Power's other rights, the User must pay interest on any unpaid amount, calculated daily at the Prescribed Rate from the Due Date of the Tax Invoice until payment.

### **5.3 Disputed invoices**

- (a) If the User Disputes any amount set out in a Tax Invoice issued under clause 5.1 then the User must pay the Undisputed Portion (if any) and must, prior to the Due Date of the Tax Invoice, give notice to Horizon Power that it Disputes the amount and provide in that notice full details of the Dispute. Provided the User has complied with the foregoing requirements, it may withhold payment of the disputed portion of the Tax Invoice until the Dispute is resolved.
- (b) Without prejudice to Horizon Power's other rights, any amount withheld by the User under clause 5.3(a) but subsequently found to have been payable, attracts interest calculated daily at the Prescribed Rate from the Due Date of the Tax Invoice until payment.
- (c) Without prejudice to Horizon Power's other rights, any amount paid by the User under clause 5.3(a) but subsequently found not to have been payable, attracts interest calculated daily at the Prescribed Rate from the date the User paid the amount to the date Horizon Power repays the amount.

### **5.4 Cancellation of Metering Services**

Where a user requests the cancellation of a Metering Service Order in accordance with this Agreement Horizon Power use reasonable endeavours to ensure that the previously requested work is not carried out and costs are not incurred.

### **5.5 Under and over payments**

- (a) If a Party detects a Payment Error by a Party of any amount within 18 calendar months after the Payment Error:

- (i) the Party must as soon as reasonably practicable give notice to the other Party of the Payment Error; and
  - (ii) an adjusting payment must be made by the appropriate Party within 15 Business Days of the notice.
- (b) Except where clause 5.4(c) applies, the adjusting payment must, without prejudice to the Party's other rights, include interest calculated daily at the Prescribed Rate from the date of the Payment Error until the date of the adjusting payment.
  - (c) An adjusting payment by a Party will not attract interest under clause 5.4(b) if it is made in relation to an underpayment and the underpayment was the result of an error by the other Party.
  - (d) A Party is not entitled to an adjusting payment for a Payment Error notified to the other Party after the expiry of 18 calendar months after the Payment Error.
  - (e) Where a Payment Error is an error as a result of which the amount set out in a Tax Invoice is less than what it would have been had the error not been made, the Payment Error will be taken to have occurred on the Due Date of the Tax Invoice.
  - (f) Where a Payment Error is an error as a result of which the amount set out in a Tax Invoice is more than what it would have been had the error not been made, the Payment Error will be taken to have occurred on the date the User has paid the total amount of the Tax Invoice in full.

## 5.6 Default in payment

If the User Defaults in due and punctual payment of a Tax Invoice, clause 9(a) applies.

## 5.7 GST

- (a) Unless expressly included, the consideration for any supply under or in connection with this Agreement (including any Fees) is GST exclusive.
- (b) To the extent that any supply made under or in connection with this Agreement is a taxable supply and the price for it (including any Fees) is stated to be GST exclusive, the consideration for that supply is increased by an amount determined by the supplier, not exceeding the amount of the consideration (or its market value) multiplied by the rate at which GST is imposed in respect of the supply.
- (c) Without limiting the obligation to provide a Tax Invoice under clauses 5.1, the supplier must issue a Tax Invoice to the recipient of a supply to which clause 5.6(b) applies before the payment of the GST inclusive consideration determined under that clause.
- (d) If a Party is entitled under this Agreement to be reimbursed or indemnified by another Party for a cost or expense incurred in connection with this Agreement, the reimbursement or indemnity payment must not include any GST component of the cost or expense for which an input tax credit may be claimed by the Party entitled to be reimbursed or indemnified, or by its representative member.
- (e) If a Party becomes aware of an adjustment event, that Party agrees to notify the other Party as soon as practicable after becoming so aware, and the Parties agree to take whatever steps are necessary, including the issue of an adjustment note, and to make whatever adjustments are required, to ensure that any GST or additional GST on that supply or any refund of any GST (or part of GST) is paid as soon as is practicable but no later than 10 Business Days after the Party has satisfied itself that the adjustment event has occurred.
- (f) Definitions in the GST Act apply also in this clause 5.6 unless the context indicates otherwise.



## Common Provisions

### 6. Representations and warranties

#### 6.1 The User's representations and warranties

- (a) The User represents and warrants to Horizon Power that:
  - (i) the User's obligations under this Agreement are valid and binding and are enforceable against the User under their terms; and
  - (ii) this Agreement and any other transaction under it does not contravene the User's constituent documents or any Law or any of the User's obligations or undertakings by which the User or any of the User's assets are bound or cause to be exceeded any limitation on the User's or the User's directors' powers; and
  - (iii) neither the User nor any of its related bodies corporate have immunity from the jurisdiction of a court or from legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise).
- (b) The representations and warranties in clause 6.1(a) are to be taken to be made on each day on which:
  - (i) this Agreement is in effect; or
  - (ii) any amount payable by the User to Horizon Power under this Agreement is or may be outstanding.
- (c) To the maximum extent permitted by Law, the only warranties given by and terms which apply to the User under this Agreement are those expressly contained in this Agreement, and all warranties and terms implied by Law, including those on the part of the User implied by the Competition and Consumer Act 2010 (Cth) or the Fair Trading Act 2010 (WA) or any other Law to similar effect do not apply to this Agreement.
- (d) If at Law the exclusion of any warranty or term is prohibited, then the User's liability in respect of a breach of such warranty or term is limited to the maximum extent permitted by Law. For example, where any Law permits the User to limit its liability in respect of a breach of an implied warranty or condition to the replacement or resupply of equivalent goods and services, then the User's liability will be so limited.

#### 6.2 Horizon Power's representations and warranties

- (a) Horizon Power represents and warrants to the User that:
  - (i) Horizon Power's obligations under this Agreement are valid and binding and are enforceable against Horizon Power under their terms; and
  - (ii) this Agreement and any other transaction under it does not contravene Horizon Power's constituent documents or any Law or any of Horizon Power's obligations or undertakings by which Horizon Power or any of Horizon Power's assets are bound or cause to be exceeded any limitation on Horizon Power's or Horizon Power's directors' powers; and
  - (iii) neither Horizon Power nor any of its related bodies corporate have immunity from the jurisdiction of a court or from legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise).
- (b) The representations and warranties in clause 6.2(a) are to be taken to be made on each day on which:
  - (i) this Agreement is in effect; or

- (ii) any amount payable by Horizon Power to the User under this Agreement is or may be outstanding.
- (c) To the maximum extent permitted by Law, the only warranties given by and terms which apply to Horizon Power under this Agreement are those expressly contained in this Agreement, and all warranties and terms implied by Law, including those on the part of Horizon Power implied by the Competition and Consumer Act 2010 (Cth) or the Fair Trading Act 2010 (WA) or any other Law to similar effect do not apply to this Agreement.
- (d) If at Law the exclusion of any warranty or term is prohibited, then Horizon Power's liability in respect of a breach of such warranty or term is limited to the maximum extent permitted by Law. For example, where any Law permits Horizon Power to limit its liability in respect of a breach of an implied warranty or condition to the replacement or resupply of equivalent goods and services, then Horizon Power's liability will be so limited.

## 7. Liability

### 7.1 Exclusion of Indirect Damage

- (a) The User is not in any circumstances liable to Horizon Power for any Indirect Damage suffered by Horizon Power, however arising.
- (b) Horizon Power is not in any circumstances liable to the User for any Indirect Damage suffered by the User, however arising.

### 7.2 Limitation of liability

The maximum liability of one Party to the other Party under and in connection with this Agreement is limited to the amount equal to:

- (a) the aggregate monetary limit on that Party's liability under the User's Access Contract applicable to all breaches of, or acts or omissions in connection with, the User's Access Contract ("**Access Contract Cap**"); less
- (b) the aggregate actual liability incurred by that Party to the other Party under the User's Access Contract, to the extent that each Party's aggregate liability under this Agreement and the User's Access Contract will not exceed the Access Contract Cap applicable to it. If a Party receives an amount of damages under this Agreement which, when aggregated with any amounts it has received under the User's Access Contract, results in the Access Contract Cap being exceeded it must refund the excess amount received over the Access Contract Cap to the other Party.

Payments of charges for Metering Services, GST and interest are not taken into account in determining whether the Access Contract Cap has been exceeded.

### 7.3 Personal Injury

Clauses 7.1 and 7.2 do not apply to personal injury Claims arising as a direct result of the other Party breaching its obligations under this Agreement. The liability for any personal injury Claim will be determined under Law.

### 7.4 Fraud

- (a) If Horizon Power is fraudulent in respect of its obligations to the User under this Agreement, then Horizon Power is liable to the User for, and is to indemnify the User against, any damage caused by, consequent upon or arising out of the fraud. In this case, the exclusion of Indirect Damage in clause 7.1 does not apply.
- (b) If the User is fraudulent in respect of its obligations to Horizon Power under this Agreement,

then the User is liable to Horizon Power for, and is to indemnify Horizon Power against, any damage caused by, consequent upon or arising out of the fraud. In this case, the exclusion of Indirect Damage in clause 7.1 does not apply.

- (c) A Party must take such action as is reasonably required to mitigate any loss or damage to it for which indemnity may be claimed under this Agreement or otherwise.

## 7.5 Interaction with the User's Access Contract

Nothing in this clause 7 limits the operation of any provision in the User's Access Contract providing that "the exclusion of Indirect Damage does not apply" or words to similar effect.

## 8. Force Majeure

### 8.1 Affected Person's obligations are suspended

If a Party ("**Affected Person**") is unable wholly or in part to perform any obligation ("**Affected Obligation**") under this Agreement (other than an obligation to pay money) because of the occurrence of a Force Majeure Event, then, subject to this clause 8.1, the Affected Person's obligation to perform the Affected Obligation is suspended to the extent that, and for so long as, the Affected Person's ability to perform the Affected Obligation is affected by the Force Majeure Event (such period being the "**FM Period**").

### 8.2 Affected Person's obligations

- (a) Subject to clauses 8.3 and 8.5, if a Force Majeure Event occurs and the Affected Person is unable wholly or in part to perform any obligation under this Agreement, then the Affected Person must:
  - (i) notify the other Party if the FM Period continues for a period of two (2) days or longer; and
  - (ii) use reasonable endeavours (including incurring any reasonable expenditure of funds and rescheduling personnel and resources) to:
    - (A) mitigate the consequences of the Force Majeure Event; and
    - (B) minimise any resulting delay in the performance of the Affected Obligation.
- (b) A notice under clause 8.2(a) must be given as soon as reasonably practicable and in any event within 5 Business Days of a Party becoming aware an event is or is likely to be a Force Majeure Event, and must include details of the event or circumstance constituting the Force Majeure Event.
- (c) The Affected Person must notify the other Party as soon as reasonably practicable after it is no longer affected by the Force Majeure Event, and the notice must:
  - (i) include the actual period of the Force Majeure Event, stating the start date and end dates; and
  - (ii) detail the effect that the Force Majeure Event had on the Affected Person's ability to perform its obligations under the Contract.

### 8.3 In case of breach

An Affected Person is not obliged to incur an expenditure in complying with clause 8.2(a)(ii) if the Force Majeure Event is constituted by a breach of, or failure to comply with, this Agreement by the other Party.

## 8.4 Failure to minimise delays

If an Affected Person fails to comply with clause 8.2(a)(ii)(B), then the only consequence of that failure is that the FM Period is reduced by the period of any delay in the performance of the Affected Obligation attributable to that failure.

## 8.5 Settlement of a labour dispute

The settlement of a labour dispute which constitutes a Force Majeure Event is a matter which is within the absolute discretion of the Affected Person.

## 8.6 No extension of Term

For the avoidance of doubt, suspension of obligations by a Force Majeure Event does not operate so as to extend the Term.

## 9. Default

- (a) If the User defaults in the due and punctual payment, at the time and in the manner required for payment by this Agreement, of any amount payable under this Agreement (“**Default**”), then Horizon Power may:
  - (i) notify the User of the User’s Default and require the User to remedy the User’s Default; and
  - (ii) if the User’s Default has not been remedied at the end of the 20<sup>th</sup> Business Day after the notice was given, suspend the provision of any Extended Metering Services.
- (b) If any Extended Metering Services are suspended by Horizon Power under clause 9(a), Horizon Power must continue to provide the Reference Service (Metering) in respect of the Metering Points which are affected by the suspension.
- (c) For the avoidance of doubt, nothing in clause 9(b) impacts Horizon Power’s right to suspend services under the User’s Access Contract, including the Reference Service (Metering), in accordance with the terms of the User’s Access Contract.
- (d) The exercise of any of the remedies set out in clause 9(a) by Horizon Power does not prejudice the rights or remedies accrued to Horizon Power at the date of the User’s Default.

## 10. Disputes

### 10.1 Disputes

Any Dispute arising in respect of any matter under or in connection with this Agreement shall be resolved in accordance with the provisions set out in Part 8 of the Code.

### 10.2 Performance to occur despite dispute

The Parties shall continue to perform their obligations under this Agreement notwithstanding the existence of a Dispute.

## 11. Set off

### 11.1 Party may set off payment

A Party (“**First Party**”) may set off any amount due for payment by it to the other Party under this Agreement against any amount which is due for payment by the other Party to the First Party under this Agreement.

## 11.2 No other set off permitted

Except as permitted in clause 11.1, no set off is permitted by either Party in connection with this Agreement, whether under this Agreement or otherwise.

## 12. Assignment and Encumbrances

- (a) A User may not encumber, assign, part with possession or create any interest or right in favour of a third party in respect of this Agreement, without the prior written consent of Horizon Power, which will not be unreasonably withheld.
- (b) Subject to clause 12(c), Horizon Power may not encumber, assign, part with possession or create any interest or right in favour of a third party in respect of this Agreement, without the prior written consent of the User, which will not be unreasonably withheld.
- (c) If Horizon Power is restructured in accordance with government policy:
  - (i) by Law; or
  - (ii) through other means, including the:
    - (A) use of subsidiary or associated companies; or
    - (B) transfer of assets, rights and liabilities,then the rights and obligations of Horizon Power under this Agreement are assigned to the appropriate legal entity pursuant to the restructure. A restructure, transfer or assignment under this clause 12(c) does not require the User's approval or consent.

## 13. Change in Law

If at any time after the Commencement Date a Change in Law occurs, Horizon Power:

- (a) may, in the case of a Change in Law that has the effect of increasing the cost of providing Extended Metering Services (except those Extended Metering Services which are Priced on Application) under this Agreement;
- (b) must, in the case of a Change in Law that has the effect of decreasing the cost of providing Extended Metering Services (except those Extended Metering Services which are Priced on Application) under this Agreement,

by notice in writing to the User, adjust the Fee for the Extended Metering Service based on the net financial effect to Horizon Power or the User (as applicable) as a consequence of the Change in Law.

## 14. Miscellaneous

### 14.1 Compliance

- (a) Each Party to this Agreement must comply with all applicable Laws.
- (b) This Contract in no way limits a Party's obligations to comply with the legal requirements or lawful directions of the minister responsible for administering the Act or the Coordinator of Energy or the Director of Energy Safety in relation to emergencies and safety or otherwise. Any interruption in the provision of Metering Services resulting from such a direction will not amount to a breach of Horizon Power's obligations under this Agreement.

## 14.2 Precedence

Where there is any ambiguity or conflict between the Code and the provisions of this Agreement, the provisions of the Code shall prevail to the extent necessary to resolve that ambiguity or conflict. Where there is any ambiguity or conflict between this Agreement and the User's Access Contract, the provisions of the Access Contract shall prevail to the extent necessary to resolve that ambiguity or conflict.

## 14.3 Variation

A purported agreement between Horizon Power and the User to revoke, substitute or amend any provision of this Agreement has no effect unless it is in writing.

## 14.4 No third-party benefit

This Agreement does not confer any right or benefit on a person other than the User and Horizon Power, despite the person being named or identified, or belonging to a class of persons named or identified, in this Agreement.

## 14.5 Duty

The User is liable for and must pay any duty that is assessed on this Agreement under the Duties Act 2008 (WA). If it is dutiable, the User must produce this Agreement to the Office of State Revenue for assessment.

## 14.6 Costs

Each Party must pay its own costs, charges, expenses, disbursements or fees in relation to:

- (a) the negotiation, preparation, execution, performance, amendment or registration of, or any notice given or made; and
- (b) the performance of any action by that Party in compliance with any liability arising, under this Agreement, or any agreement or document executed or effected under this Agreement, unless this Agreement provides otherwise.

## 14.7 Waiver

A provision of this Agreement may only be waived by a Party giving written notice signed by a duly authorised representative to the other Party. No other conduct of a Party (including a failure to exercise, or delay in exercising, the right) operates as an election to waive the right or otherwise prevents the exercise of the right.

## 14.8 Entire agreement

This Agreement constitutes the entire agreement between the Parties as to its subject matter and, to the extent permitted by Law, supersedes all previous agreements, arrangements, representations or understandings.

## 14.9 Severance

If the whole or any part of this Agreement is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of this Agreement has full force and effect and the validity or enforceability of the provision in any other jurisdiction is not affected. This clause 14.9 has no effect if the severance alters the basic nature of this Agreement or is contrary to public policy.

#### 14.10 Counterpart execution

- (a) This Agreement may be signed in any number of counterparts and all such signed counterparts, taken together, shall be deemed to constitute one and the same instrument even though all Parties may not have signed each separate counterpart.
- (b) Where it has been signed in counterparts, the date of this Agreement shall be taken to be the day on which the last of the Parties to give such notice gives notice in writing or by fax or electronic mail to the other Parties that it has signed a counterpart, such notice being accompanied by a copy, or a printable Electronic image, of the whole of that counterpart.

#### 14.11 Further assurance

Each Party agrees, at its own expense, on the request of another Party, to do everything reasonably necessary to give effect to this Agreement and the transactions contemplated by it, including, but not limited to, the execution of documents.

#### 14.12 Merger

The warranties, undertakings and indemnities in this Agreement do not merge on termination of this Agreement.

#### 14.13 Remedies

The rights, powers and remedies provided in this Agreement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Agreement.

#### 14.14 Governing Law

- (a) This Agreement and the transactions contemplated by this Agreement are governed by the Law in force in Western Australia.
- (b) Without limiting clause 14.14(a), each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Western Australia and the Courts of appeal from them for the purpose of determining any Dispute concerning this Agreement or the transactions contemplated by this Agreement.

#### 14.15 Application of Laws

Nothing in this Contract limits or excludes the rights, powers and remedies that a party has under any applicable "written law" as that term is defined in the Interpretation Act 1984 (WA) including the Energy Operators (Powers) Act 1979 (WA), the Act and the Electricity Corporations Act 2005 (WA).

# Execution Clause

Executed as an agreement on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by:

**EXECUTED** for and on behalf of **REGIONAL POWER CORPORATION (ABN 57 955 011 697)** in accordance with paragraph 135(4) of the Electricity Corporations Act 2005 (WA):

\_\_\_\_\_  
Signature of Authorised Officer

\_\_\_\_\_  
Signature of Authorised Officer

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Position title

\_\_\_\_\_  
Position title

**EXECUTED** by **[NAME OF PARTY & ABN/ACN/ARBN]** in accordance with section 127(1) of the Corporations Act 2001 (Cth):

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Director/Company Secretary

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Full name



## Schedule 1 – Dictionary

In this Agreement, unless the context otherwise requires, the defined terms in column 1 below have the meanings in column 2:

<u>Column 1</u>	<u>Column 2</u>
Access Code	means the <u><i>Pilbara Networks Access Code 2019 (WA)</i></u> .
Access Contract	has the meaning given to it in the Code. {As at the Commencement Date, the Code defined Access Contract as: " <b>access contract</b> ' means an arrangement between a <i>network operator</i> and a person for the person to have 'access' (as defined in section 103 of the Act) to 'services (as defined in section 103 of the Act) on a <i>network</i> ."}
Accessory Metering Services - Reference Services (Metering)	means those Metering Services requested by a User under this Agreement as set out in section 3 of Schedule 3.
Accounting Period	means one calendar month.
Accumulation Meter	has the meaning given to it in the Code. {As at the Commencement Date, the Code defined Accumulation Meter as: " <b>accumulation meter</b> ' means a <i>meter</i> that measures <i>accumulated energy data</i> and records it in one or more <i>accumulated energy registers</i> , and includes a <i>meter</i> with <i>interval energy data</i> storage capability which is deemed to be an <i>accumulation meter</i> under clause 32(2)."
Act	means the <u><i>Electricity Industry Act 2004 (WA)</i></u> .
Actual Value	has the meaning given to it in the Code. {As at the Commencement Date, the Code defined Actual Value as: " <b>actual value</b> ' means <i>energy data</i> for a <i>metering point</i> which has physically been read (or remotely collected by way of a <i>communications link</i> or an <i>automated meter reading system</i> ) from the <i>meter</i> associated with the <i>metering point</i> , and includes a <i>deemed actual value</i> ."}
Affected Obligation	has the meaning given to it in clause 8.1.
Affected Person	has the meaning given to it in clause 8.1.
Agreement	means this Agreement.
B2B	means business to business.
Business Day	means a day that is not a Saturday, Sunday or public holiday in Perth, Western Australia.
Change in Law	means a change in an existing Law or imposition of a new Law which directly or indirectly results in an increase or decrease in the cost of providing Extended Metering Services under this Agreement.
Claim	means any claim, demand, action or proceeding made or instituted against a Party.
Code	means the <u><i>Electricity Industry (Metering) Code 2012 (WA)</i></u> .
Commencement Date	means the date of execution of this Agreement or the date this Agreement is deemed to commence by operation of clause 5.2 of the Code (as applicable).

Communication Rules	<p>means Horizon Power’s Communication Rules (which has the meaning given to it in the Code) as published on Horizon Power’s website from time to time.</p> <p>{As at the Commencement Date, the Code defined Communication Rules as: "<b>communication rules</b>', in relation to a <i>network operator's network</i>, means (subject to clause 6.4) rules under clause 6.7 and this <i>Code</i> governing the communication of information and <i>data</i> between <i>Code participants</i>, which have been <i>published</i> under Division 6.2."}</p>
Connection Point	<p>has the meaning given to it in the Code.</p> <p>{As at the Commencement Date, the Code defined Connection Point as: "<b>connection point</b>':</p> <p>(a) in relation to a <i>network</i> that is a '<i>covered network</i>' – has the meaning given to it in the <i>Access Code</i>; and</p> <p>...</p> <p>(b) otherwise – means a <i>transmission connection</i> or a <i>distribution connection</i> on a <i>network</i>, but does not include a point at which <i>electricity</i> is transferred between the <i>transmission system</i> and the <i>distribution system</i>."}</p>
Consumer	<p>has the meaning given to it in the Access Code.</p> <p>{As at the Commencement Date, the Access Code defined Consumer as: "[insert]."}}</p>
Country	<p>means an area that is not Metro.</p>
Corresponding Reference	<p>means the corresponding Reference Service as set out in Horizon Power’s reference service document as published from time to time.</p>
CPI	<p>means the Consumer Price Index (all groups) for the Weighted Average of Eight Capital Cities published by the Australian Bureau of Statistics from time to time or, if the Consumer Price Index (all groups) for the Weighted Average of Eight Capital Cities ceases to be published, such alternative index as Horizon Power acting reasonably and in good faith may determine, and in all cases the CPI figure is to be adjusted to correct for any effects of a change in the rate of GST.</p>
CPI-Adjusted	<p>has the meaning given to it in clause 1.3</p>
Customer	<p>means:</p> <p>(a) a “customer” as defined in section 3 of the Act; or</p> <p>(b) a customer of the User who owns, operates or controls Generating Plant.</p> <p>{As at the Commencement Date, the Act defined Customer as:</p> <p>"<b>customer</b> means a person to whom electricity is sold for the purpose of consumption."}</p>
Customer Transfer Code	<p>means the <u><i>Electricity Industry (Customer Transfer) Code 2016 (WA)</i></u>.</p>

Customer Transfer Request	<p>has the meaning given to it in the Customer Transfer Code.</p> <p>{As at the Commencement Date, the Customer Transfer Code defined Customer Transfer Request as:</p> <p><b>"CTR' or 'customer transfer request'</b> means a request by a <i>retailer</i> to a <i>network operator</i> made using the form <i>published</i> under clause 4.1 to <i>transfer a contestable customer at a connection point</i> in the <i>network operator's network</i> from one <i>retailer</i> to another."}</p>
Customer Prevented	<p>means a Service Order which could not be completed by Horizon Power due to an action taken by a Customer.</p>
De-energise	<p>means the removal of the supply voltage from the Meter at the Metering Point.</p>
Default	<p>has the meaning given to it in clause 9(a).</p>
Dispute	<p>means any dispute or difference concerning:</p> <ul style="list-style-type: none"> <li>(a) construction of; or</li> <li>(b) anything contained in or arising out of; or</li> <li>(c) rights, obligations, duties or liabilities of a Party under, this Agreement.</li> </ul>
Due Date	<p>means the date 15 Business Days after the Tax invoice is received by the Party to whom it is addressed.</p>
Enhanced Technology Features	<p>means as described in the Electricity Industry (Metering) Code 2012, Division 3.4 - Enhanced Technology Features of Metering Installations.</p>
Electronic or Electronically	<p>has the meaning given to "electronic" in the Code.</p> <p>{As at the Commencement Date, the Code defined Electronically as:</p> <p><b>"electronic":</b></p> <ul style="list-style-type: none"> <li>(a) in connection with a <i>notice</i> (including matters related to a <i>notice</i> such as an address), means (subject to the <i>communication</i> rules) a communication of information by means of guided or unguided electromagnetic energy, or both, by way of packet transfer between and within computer networks using the TCP/IP or other widely-accepted protocol for packet transfer; and</li> <li>(b) in connection with a <i>meter</i>, means the transfer of information into or out of the <i>meter</i> by way of a telecommunications network or pulsing signals or other widely accepted communications protocols used for the transfer of <i>data</i> between computerised <i>devices</i>."} </li></ul>
Energise	<p>has the meaning given to it in the <u><i>Electricity Industry (Obligation to Connect) Regulations 2005 (WA)</i></u>.</p> <p>{As at the Commencement Date, the <u><i>Electricity Industry (Obligation to Connect) Regulations 2005 (WA)</i></u> defined Energise as:</p> <p><b>"energise</b> means to complete a connection by establishing, at the meter through which electricity is to be supplied to a customer's premises, a voltage that is capable of being sustained under the expected load conditions."}</p>

Energy Data	has the meaning given to it in the Code. {As at the Commencement Date, the Code defined Energy Data as: " <b>energy data</b> ' means <i>interval energy data or accumulated energy data.</i> "}
Extended Metering Service	means Metering Services identified as such in Schedule 2 and described in section 4 of Schedule 3.
Fees	means the fees that are published by Horizon Power from time to time as being the fees which apply to the provision of Extended Metering Services. The Fees applicable are set out in Schedule 5 of this Agreement.

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Force Majeure

has the meaning given to it in the User's Access Contract, however if the term is not defined in the User's Access Contract, then the term will have the following meaning:

in respect of a Party, means an event or circumstance beyond the Party's control, and which the Party, acting as a Reasonable and Prudent Person, is not able to prevent or overcome, including (where the foregoing conditions are satisfied):

- (a) any act of God, lightning, earthquake, storm, fire, flood, subsidence, land slide, mud slide, wash-out, explosion or natural disaster; or
- (b) any insurrection, revolution or civil disorder, terrorism, act of public enemies, malicious damage, sabotage, vandalism, war (whether declared or undeclared) or a military operation, blockade or riot; or
- (c) any determination, award or order of any court or tribunal, or any regulatory authority or the award of any arbitrator arising after the Commencement Date; or
- (d) any act or omission of government or any government or regulatory department, body, instrumentality, ministry, agency, fire brigade or any other authority other than a Party (including restraint, expropriation, prohibition, intervention, direction or embargo); or
- (e) any inability or delay in obtaining any governmental, quasi-governmental or regulatory approval, consent, permit, licence or any other authority other than a Party; or
- (f) any industrial disputes of any kind, strike, lock-out, ban, limitation or other industrial disturbances; or
- (g) any significant plant or equipment failure which could not have been avoided by the exercise of Good Electricity Industry Practice; or
- (h) any act or omission of any person (other than a Party) with Facilities and Equipment connected to the Network which prevents the Party's ability to perform its obligations under this Agreement; or
- (i) any application of any law of the Commonwealth, any Commonwealth authority, the State, any State authority or any local government; or
- (j) accidents, weather and acts of third parties (such as Generators or Consumers) that affect the quality, frequency and continuity of the supply of electricity.

Force Majeure Event

means an event of Force Majeure.

FM Period

means the period of suspension of the Affected Obligation pursuant to clause 8.1.

Generating Plant

has the meaning given to it in the Access Code.

{As at the Commencement Date, the Access Code defined Generating Plant as: "[insert]."}  
"[insert]."

Generator	<p>has the meaning given to it in the Access Code.</p> <p>{As at the Commencement Date, the Access Code defined Generator as:          "[insert]."}</p>
Good Electricity Industry Practice	<p>has the meaning given to it in the Code.</p> <p>{As at the Commencement Date, the Code defined Good Electricity Industry Practice as:          "'good electricity industry practice' means the exercise of that degree of skill, diligence, prudence and foresight that a skilled and experienced person would reasonably and ordinarily exercise under comparable conditions and circumstances consistent with applicable enactments and statutory instruments and applicable recognised codes, standards and guidelines."}</p>
GST	<p>means goods and services tax or similar value added tax levied or imposed in Australia on a taxable supply under the GST Act or otherwise.</p>
GST Act	<p>means the <u><i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i></u>.</p>
High Voltage	<p>means a voltage exceeding Low Voltage.</p>
Indirect Damage	<p>suffered by a person means any one or more of:</p> <ul style="list-style-type: none"> <li>(a) any consequential loss, consequential damage or special damages however caused or suffered by the person, including any:             <ul style="list-style-type: none"> <li>(i) loss of (or loss of anticipated) opportunity, use, production, revenue, income, profits, business and savings; or</li> <li>(ii) loss due to business interruption; or</li> <li>(iii) increased costs; or</li> <li>(iv) punitive or exemplary damages,</li> </ul> <p>whether or not the consequential loss or damage or special damage was foreseeable; or</p> </li> <li>(b) in respect of contractual damages, damages which would fall within the second limb of the rule in <i>Hadley v Baxendale</i> [1854] 9 Exch. 341; or</li> <li>(c) any liability of the person to any other person, or any Claim brought against the person by any other person, and the costs and expenses connected with the Claim.</li> </ul>
In Field	<p>means a Service Order which has been processed by Horizon Power and allocated to a field delivery resource.</p>
Interval Energy Data	<p>has the meaning given to it in the Code.</p> <p>{As at the Commencement Date, the Code define Interval Energy Data as:          "'interval energy data' means a measurement (including an <i>estimated</i> or <i>substituted</i> measurement) of <i>electricity</i> production or consumption at a <i>metering point</i> which is accumulated for each <i>trading interval</i> or, if applicable under clause 3.16(3), each sub-multiple of a <i>trading interval</i>."}</p>

Interval Meter	<p>has the meaning given to it in the Code.</p> <p>{As at the Commencement Date, the Code defined Interval Meter as:</p> <p><b>"interval meter'</b> means a <i>meter</i> that measures <i>interval energy data</i> and records it in a <i>data logger</i>, and excludes a <i>meter</i> with <i>interval energy data</i></p>
Law	<p>means 'written laws' and 'statutory instruments' as defined in the Access Code, orders given or made under a written law or statutory instrument as so defined or by a government agency or authority, Codes of Practice and Australian Standards deemed applicable under a written law and rules of the general law including the common law and equity.</p> <p>{As at the Commencement Date, the Access Code defined written laws and statutory instruments as:</p> <p><b>"[insert]'</b>."}</p>
Low Voltage	<p>means a voltage exceeding 50V alternating current or 120V ripple free direct current but not exceeding 1000V alternating current or 1500V direct current.</p>
Meter	<p>has the meaning given to it in the Code.</p> <p>{As at the Commencement Date, the Code defined Meter as:</p> <p><b>"meter'</b> means a device which measures and records <i>electricity</i> production or consumption."}</p>
Metering Database	<p>has the meaning given to it in the Code.</p> <p>{As at the Commencement Date, the Code defined Metering Database as:</p> <p><b>"metering database'</b> means a database under clause 4.1(1)."</p>
Metering Installation	<p>has the meaning given to it in the Code.</p> <p>{As at the Commencement Date, the Code defined Metering Installation as:</p> <p><b>"metering installation'</b> means the <i>devices</i> and methods for the purpose of metrology which lie between:</p> <p>(a) at one boundary, a <i>metering point</i>; and</p> <p>(b) at the other boundary, either:</p> <p style="padding-left: 40px;">(i) if a telecommunications network is used for the delivery of <i>energy data</i> from the <i>metering point</i> – the point of connection to the telecommunications network; or</p> <p style="padding-left: 40px;">(ii) if there is no such telecommunications network – the interface port of either the <i>meter</i> or <i>data logger</i> or both."}</p>
Metering Point	<p>has the meaning given to it in the Code.</p> <p>{As at the Commencement Date, the Code defined Metering Point as:</p> <p><b>"metering point'</b> means:</p> <p style="padding-left: 40px;">(a) for a <i>connection point</i> of Type 1 to Type 6 – a point at which a <i>revenue meter</i> measures <i>electricity</i> production or consumption for the <i>connection point</i>; and</p> <p style="padding-left: 40px;">(a) for a <i>connection point</i> of Type 7 – the <i>connection point</i>."}</p>

Metering Service	<p>has the meaning given to it in the Code.</p> <p>{As at the Commencement Date, the Code defined Metering Service as:</p> <p><b>"metering service'</b> means a service in connection with the measurement of <i>electricity</i> production or consumption, including in connection with:</p> <ul style="list-style-type: none"> <li>(a) the provision, installation, operation and <i>maintenance of metering equipment</i>; and</li> <li>(b) the obtaining, provision, storage and processing of <i>data</i>; and</li> <li>(c) services ancillary to the services listed in paragraphs (a) and (b) of this definition."} </li></ul>
Meter Reading	<p>means the collection of an Actual Value from a Meter.</p>
Meter Reading Schedule	<p>means a schedule published by Horizon Power, annually and following amendment in accordance with this Agreement, detailing Meter Reading dates for Meters.</p>
Metro	<p>has the meaning given to "metropolitan area" in the Code.</p> <p>{As at the Commencement Date, the Code defined metropolitan area as:</p> <p><b>"metropolitan area'</b> means:</p> <ul style="list-style-type: none"> <li>(a) the region described in the Third Schedule to the <i>Planning and Development Act 2005</i>; and</li> <li>(b) the local government district of Mandurah ;and</li> <li>(c) the local government district of Murray; and</li> <li>(d) the townsites, as constituted under section 26 of the <i>Land Administration Act 1997</i>, of: <ul style="list-style-type: none"> <li>(i) Albany;</li> <li>(ii) Bunbury;</li> <li>(iii) Geraldton;</li> <li>(iv) Kalgoorlie;</li> <li>(v) Karratha;</li> <li>(vi) Port Hedland; and</li> <li>(vii) South Hedland."}</li> </ul> </li> </ul>
Metrology Procedure	<p>has the meaning given to it in the Code.</p> <p>{As at the Commencement Date, the Code defined Metrology Procedure as:</p> <p><b>"metrology procedure'</b> in relation to a <i>network operator's network</i>, means a metrology procedure under clause 6.8 and this <i>Code</i>, approved by the <i>Authority</i> under Division 6.2."}</p>
NATA Certified	<p>means a test completed at a NATA (National Association of Testing Authorities) certified laboratory.</p>
Network	<p>has the meaning given to it in the Access Code.</p> <p>{As at the Commencement Date, the Access Code defined Network as:</p> <p><b>"[insert]'</b>."}</p>



Network Operator	<p>has the meaning given to it in the Code.</p> <p>{As at the Commencement Date, the Code defined Network Operator as:</p> <p>"<b>network operator</b>' in relation to a <i>network</i>, means a person who holds (or but for an exemption order under section 8 of the Act would be required by section 7 of the Act to hold) a distribution licence, integrated regional licence or transmission licence under Part 2 of the Act for either or both of the construction and operation of the <i>network</i>, and if any enactment has the effect of deeming such a licence to be held by a part of the person, means that part."}</p>
NMI	<p>has the meaning given to it in the Code.</p> <p>{As at the Commencement Date, the Code defined NMI as:</p> <p>"<b>NMI</b>' means the unique identifier assigned to a <i>connection point</i>."}</p>
Party	means Horizon Power or the User.
Parties	means Horizon Power and the User.
Payment Error	<p>means:</p> <p>(a) any underpayment or overpayment by a Party of any amount in respect of a Tax Invoice; or</p> <p>(b) any error in a Tax Invoice (including the omission of amounts from that Tax Invoice, the inclusion of incorrect amounts in that Tax Invoice, calculation errors in the preparation of a Tax invoice or a Tax Invoice being prepared on the basis of data which is later established to have been inaccurate).</p>
Prescribed Rate	means, at any point in time, the interest rate (expressed as a rate per cent per annum) equal to the aggregate of 3 annual percentage points and the interest rate (expressed as a rate per cent per annum) then published by the Reserve Bank of Australia as the large business variable indicator lending rate.
Price List	<p>means the 'price list' (as defined in the Access Code) as published on the Horizon Power website from time to time.</p> <p>{As at the Commencement Date, the Access Code defined Price List as:</p> <p>"<b>[insert]</b>".}</p>
Reactive Energy	<p>has the meaning given to it in the Code.</p> <p>{As at the Commencement Date, the Code defined Reactive Energy as:</p> <p>"<b>reactive energy</b>' means a measure in varhours (varh) of the alternating exchange of stored electricity in inductors and capacitors, which is the time-integral of the product of voltage and the out-of-phase component of electric current flow across a metering point."}</p>
Read or Reading	means an attempt to collect an Actual Value from a Meter.
Reasonable and Prudent Person	means a person acting in good faith and, where applicable, in accordance with Good Electricity Industry Practice.
Re-energise	means to restore supply voltage from a Meter at the Metering Point.
Reference Service	means an exit service, entry service or bidirectional service, as described in Horizon Power's published Reference Service document.

Reference Service (Metering)	means the default Metering Service applicable as a component of a Reference Service as described in Schedule 2 and in section 2 of Schedule 3.
Reference Tariff	has the meaning given to it in the Access Code. {As at the Commencement Date, the Access Code defined Reference Tariff as: ""[insert]"."}
Relevant Metering Service	means the Metering Service provided by Horizon Power comprised in Reference Services (Metering), in accordance with the Code or as requested by the User in a Service Order.
Registry	has the meaning given to it in the Code. {As at the Commencement Date, the Code defined Registry as: " 'registry' means the part of the <i>metering database</i> which contains <i>standing data</i> in accordance with this <i>Code</i> ."}
Retailer	has the meaning given to it in the Code. {As at the Commencement Date, the Code defined Retailer as: "'retailer' means a person who holds (or but for an exemption order under section 8 of the Act would be required by section 7 of the Act to hold) a retail licence or integrated regional licence under Part 2 of the Act for the sale of electricity to customers, and if any enactment has the effect of deeming the relevant licence to be held by a part of the person, means that part."}
Service Order	means a request for a Metering Service submitted by the User to Horizon Power, in accordance with the Communication Rules.
Service Standards	means the service levels and standards applicable to the Metering Services, as set out in Schedule 4.
Small Use Customer Code	means the <u><i>Code of Conduct for the Supply of Electricity to Small Use Customers 2018 (WA)</i></u> .
Standing Data	has the meaning given to it in the Code. {As at the Commencement Date, the Code defined Standing Data as: "'standing data' has the meaning given to it in clause 4.3(1)."}
Tax Invoice	has the meaning given to it in the GST Act.
Term	has the meaning given in clause 2.1.
TOU	means a Meter programmed to operate in a time of use mode.
Undisputed Portion	means the portion of the amount set out in a Tax Invoice that this not in Dispute.
User	has the meaning given to it in the Code. {As at the Commencement Date, the Code defined User as: "'user' means a person who has an <i>access contract</i> ."}

## Schedule 2 – Metering Services Classifications

### Categories of Metering Services

- **Reference Services (Metering)**

#### *Description*

Reference Services (Metering):

- (a) are a component of the Reference Service; and
- (b) comprise the default Metering Service applicable as a component of a Reference Service.

These Metering Services are described more fully in section 2 of Schedule 3.

#### *Contract and fee arrangements*

Reference Services (Metering) are provided under a User's Access Contract. The Metering Services comprised therein are provided in accordance with the Code and this Agreement.

For a Reference Service (Metering) a Reference Tariff is payable. These Reference Tariffs are published in the Price List. These Reference Tariffs are payable under the Access Contract between the User and Horizon Power.

- **Accessory Metering Services - Reference Services (Metering)**

Certain Metering Services requested by a User, identified by Horizon Power or provided in accordance with the Code and which Horizon Power provides under this Agreement are an accessory to a Reference Service (Metering).

These Metering Services are identified in this Agreement as Accessory Metering Services - Reference Services (Metering) and are described more fully in section 3 of Schedule 3. Accessory Metering Services - Reference Services (Metering) are not cyclic and are referred to as 'off cycle'.

Accessory Metering Services - Reference Services (Metering) are not a component of a Reference Service. They are provided in accordance with the Code in response to a specific request under this Agreement. The costs of Accessory Metering Services - Reference Services (Metering) are recovered in Reference Tariffs.

- **Extended Metering Services**

Extended Metering Services are Metering Services a User requests and Horizon Power provides under this Agreement.

Extended Metering Services are described in section 4 of Schedule 3. Extended Metering Services are not cyclic and are referred to as 'off cycle'.

Extended Metering Services are not a component of a Reference Services. They are provided in response to a specific request under this Agreement.

The costs of Extended Metering Services are not recovered in Reference Tariffs and a payment is made under this Agreement. The fees for Extended Metering Services are set out in Schedule 5.

## Classification of Metering Services

The Table 1 below classifies Metering Services according to whether they are Reference Services (Metering), Accessory Metering Services - Reference Services (Metering) or Extended Metering Services.

*Table 1: Classification of Metering Services*

No.	Metering Service Name	Classification of Metering Services		
		Reference Service (Metering) and Corresponding Reference	Extended Service	Accessory Services
<b>Data Collection and Provision</b>				
Service 1	Scheduled monthly Meter Reading	M1 or M3		
Service 2	Interval Energy Data (monthly)	M1 or M3		
Service 3	Interval Energy Data (daily)	M2 or M4		
Service 4	Special Reading (Final)	M6		
Service 5	Special Reading (Check)	M6		
Service 6	Historical energy data (up to 12 months)			X
Service 7	Standing Data provision			X
Service 8	Verify Meter Energy Data			X
Service 9	Customer Data Notification			X
<b>Other Metering Services</b>				
Service 10	Establishment of a Metering Connection Point *			
Service 11	Increase / Decrease contract maximum demand		X	
Service 12	Meter Exchange	M1 – M4		
Service 13	De-energise	D1 / D4		
Service 14	Re-energise	D5		
Service 15	Field service Discon/Recon		X	
Service 16	Manual De-energise	D6		
Service 17	Manual Re-energise	D7		
Service 18	Meter investigation (Low Voltage Installations or High Voltage Installations)		X	
Service 19	Supply abolishment		X	
<b>Technical Services</b>				
Service 20	Customer Transfer			X
Service 21	Meter Test – Lab		X	
Service 22	Meter Test – NATA Certified		X	
Service 23	Metering Installation Test – CT/VT		X	
Service 24	Metering Installation Repair		X	
Service 25	Meter Reconfiguration		X	
Service 26	Renewable Energy Request Assessment			X
Service 27	Enhanced Technology Features		X	

\* Charged as part of the connection process.

# Schedule 3 – Metering Services Descriptions

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## 1. All Metering Services

This Schedule should be read in conjunction with the Code, Customer Transfer Code, Small Use Customer Code, Horizon Power's Metrology Procedure and Communication Rules.

Metering Services under this Schedule will only be provided in association with Meters owned by Horizon Power.

Horizon Power will publish a Meter Reading Schedule for the following calendar year in line with the Code each year. New Meters will be added to the Meter Reading Schedule, during the year as Metering Points are established. Horizon Power may amend the Meter Reading Schedule during the year for Meter Reading optimization, following consultation with the User. Where amended, Horizon Power will publish an amended Meter Reading Schedule.

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## 2. Reference Services (Metering)

The Reference Service (Metering) comprises the default Metering Service applicable as a component of a Reference Service. The default Metering Service includes the following:

- (a) Service 1 - Scheduled Monthly Meter Reading – Provision of the Register Electronically and Interval Energy Data derived by way of remote Reading, in accordance with the Code.
- (b) Service 2 - Interval Energy Data (monthly) – Provision of the previous months' Interval Energy Data.
- (c) Service 3 - Interval Energy Data (daily) – Provision of previous days' Interval Energy Data.
- (d) Service 4 - Special Reading (Final) – Provision of the Register Electronically and Interval Energy Data to a specified date for final Read.
- (e) Service 5 - Special Reading (Check) – Provision of the Register Electronically and Interval Energy Data to a specified date for final Read.
- (f) Service 12 - Meter Exchange – Exchange of Meter undertaken in the field.
- (g) Service 13 - De-energise – Removal of electricity supply from a premise through the Meter's internal breaker.
- (h) Service 14 - Re-energise – Re-instatement of electricity supply to a premise through the Meter's internal breaker.
- (i) Service 16 - Manual De-energise – A field service to physically disconnect the premise.
- (j) Service 17 - Manual Re-energise – A field service to physically reconnect the premise.

The process for the above Metering Services are set out in the Communication Rules.

### 3. Accessory Metering Services – Reference Service (Metering)

Certain Metering Services requested by a User and which Horizon Power provides under this Agreement are an accessory to a Reference Service (Metering).

Accessory Metering Services - Reference Services (Metering) are not a component of a Reference Service. They are provided in accordance with the Code, as identified by Horizon Power or in response to a specific request under this Agreement.

However, the costs of Accessory Metering Services - Reference Services (Metering) are recovered in Reference Tariffs.

Accessory Metering Services - Reference Services (Metering) are:

- (a) Service 6 - Historical Energy Data (up to 12 months) – Supply of available Energy Data for the past 12 months, to a maximum of ten requests per day will be to allow compliance with the timeframes within the Codes.
- (b) Service 7 - Standing Data provision – Provision of Code required Standing Data upon transfer or change of Meter.
- (c) Service 8 - Verify Meter data – A process for reviewing and verifying the Energy Data is within the Metering Database is correct.
- (d) Service 9 - Customer Data Notification – Provision of updated Customer data from a Retailer to the Network Operator.
- (e) Service 20 - Customer Transfer – activity to transfer a current NMI from the existing responsible Retailer to the new Retailer.
- (f) Service 26 - Renewable Energy Request Assessment – Assessment of an application to connect a renewable energy Generator to the Network, against eligibility and technical requirements.

The process for the above Accessory Metering Services - Reference Services (Metering) are set out in the Communication Rules.



## 4. Extended Metering Services

Extended Metering Services are Metering Services a User requests and Horizon Power provides under this Agreement.

Extended Metering Services are not a component of Reference Services. They are provided in response to a specific request under this Agreement.

Extended Metering Services are not cyclic and are referred to as 'off cycle'.

The costs of Extended Metering Services are not recovered in Reference Tariffs and a Fee is charged under this Agreement. These Fees are detailed in Schedule 5.

The Extended Metering Services are:

- (a) Service 11 - Increase / Decrease contract maximum demand – A process to increase or decrease the supply capacity to a Customer's Metering Installation.
- (b) Service 15 - Notification of Temporary Discon/Recon – A field service to disconnect the premise at the Connection Point to enable Customer works and to reconnect the premise when complete.
- (c) Service 18 - Meter investigation (Low Voltage Installations or High Voltage Installations) – An In Field investigation of the Meter or the Metering Installation to confirm the Metering Installation is accurate in accordance with the Code.
- (d) Service 19 - Supply abolishment – The removal of all network assets from a Connection Point and the abolishment of the NMI.
- (e) Service 21 - Meter Test – Lab – A NATA traceable test conducted in Horizon Power's laboratory.
- (f) Service 22 - Meter Test – NATA Certified – A NATA Certified Laboratory test in a NATA Certified Lab.
- (g) Service 23 - Metering Installation Test – CT/VT accuracy testing of the current and/or voltage transformers of a Customer's Metering Installation.
- (h) Service 24 - Metering Installation Repair – Repairs to a Metering Installation conducted on the Retailer's or Customer's behalf.
- (i) Service 25 - Meter Reconfigurations – a service to change the data recorded in a Meter and supplied to a Retailer.
- (j) Service 27 – Enhanced Technology Features – a service to install one or more of the Enhanced Technology Features to a Meter.

The process for the above Extended Metering Services are set out in the Communication Rules.

## Schedule 4 – Service Standards

Horizon Power must use its reasonable endeavours (consistent with Good Electricity Industry Practice and applicable Law) to provide each of the Metering Services in accordance with the service standards and other requirements (if any) prescribed for them in this Schedule 4 of this Agreement (Service Standards).

This Schedule 4 provides an outline of the standard suite of Metering Services provided by Horizon Power for each Type of Metering Installation and Connection Point covered under this Agreement.

Each “Type of Metering Installation/Connection Point” shown in the Table below is based on the Code (and the Metrology Procedure) and mirrors what is used in the SWIS by Western Power and AEMO.

*Table 2 – Standards*

Type of Metering Installation/Connection Point	Indicative Volume per annum (per Connection Point)	Read Schedule	Service Standard	Meter Features
1 – 3	Greater than 750 MWh	Daily or Monthly*	Data will be provided within two (2) Business Days of the Read date.	TOU Interval. Reactive Energy measured. Remote Reading.
4	300MWh to 750MWh	Daily or Monthly*	Data will be provided within two (2) Business Days of the Read date.	TOU Interval. Remote Reading.
5	Greater than 160 MWh	Daily or Monthly*	Data will be provided within two (2) Business Days of the Read date.	TOU Interval. Remote or Manual Reading.*
	50 MWh to 160 MWh			
6	Less than 50 MWh	Monthly or Bi-Monthly* Best Fit Route Schedule Optimisation	Data will be provided within two (2) Business Days of the Read date.	Accumulation Meter (single or multiple register). Remote or Manual Reading.*
7	All	Unmetered Usage calculated Monthly Scheduled Day of Month	Usage calculation will be provided within two (2) Business Days of the Read date.	Unmetered. Usage calculation in accordance with Metrology Procedure.

\*To be determined by Horizon Power at its sole discretion

No.	Service Description	Timeframe/service level	
		Metro	Country
<b>Reference Service (Metering)</b>			
Service 1	Scheduled monthly Meter reading	Upload (update Registry) within 2 Business Days of Read date.	
Service 2	Interval Energy Data (monthly)	Upload (update Registry) within 2 Business Days of Read date.	
Service 3	Interval Energy Data (daily)	Upload (update Registry) within 2 Business Days of Read date.	
Service 4	Special Reading (Final)	Upload (update Registry) within 2 Business Days of Read date.	
Service 5	Special Reading (Check)	Upload (update Registry) within 2 Business Days of Read date.	
Service 12	Meter Exchange	Completion within 6 Business Days of receipt of Service Order.	
Service 13	De-energise	Completion within 2 Business Days of receipt of Service Order.	
Service 14	Re-energise	Completion within 2 Business Days of receipt of Service Order.	
Service 15	Notification of Temporary Discon/Recon	Completion within the time stipulated in the Small Use Customer Code.	Completion within the time stipulated in the Small Use Customer Code.
Service 16	Manual De-energise	Completion within 6 Business Days of receipt of Service Order.	
Service 17	Manual Re-energise	Completion within 6 Business Days of receipt of Service Order.	
<b>Accessory Metering Services - Reference Services (Metering)</b>			
Service 6	Historical Energy Data (up to 12 months) and (up to a maximum of 10 per day)	Completion within 6 Business Days of receipt of request.	
Service 7	Standing Data provision	Completion within 2 Business Days of receipt of request.	

No.	Service Description	Timeframe/service level	
		Metro	Country
Service 8	Verify Meter data	Completion within 6 Business Days of receipt of request.	
Service 9	Customer Data Notification	N/A	
Service 20	Customer Transfer (up to a maximum of 5 per day)	On the date advised in the Customer Transfer Request.	
Service 26	Renewable Energy Request Assessment	Completion within 20 Business Days of receipt of request.	
<b>Extended Metering Services</b>			
Service 11	Increase / Decrease contract maximum demand	For increase, within a timeframe agreed at time of payment for upgrade.	
Service 18	Meter investigation i) Low Voltage Installations ii) High Voltage Installations	i) Within 6 Business Days of the receipt of Service Order. ii) Within 20 Business Days of the receipt of Service Order.	
Service 19	Supply abolishment	Within 20 Business Days of the receipt of Service Order.	
Service 21	Meter Test – Lab	Within 20 Business Days of the receipt of Service Order.	
Service 22	Meter Test – NATA Certified	Within 20 Business Days of the receipt of Service Order.	
Service 23	Metering Installation Test – CT/VT	Within 20 Business Days of the receipt of Service Order.	
Service 24	Metering Installation Repair	Within 20 Business Days of the receipt of Service Order.	
Service 25	Meter Reconfiguration	Within 6 Business Days of the receipt of Service Order.	
Service 27	Enhanced Technology Features	Within a timeframe agreed at time of payment for Enhanced Technology Features.	

## Schedule 5 – Fees

This Schedule defines the Fees payable by the User for Extended Metering Services for the 2019/20 financial year. Fees will be CPI-Adjusted on an annual basis from 1 July 2020 for the financial years occurring after 2019/20. All Fees are exclusive of GST. All services related to these fees will be conducted in accordance with “Good Electricity Industry Practice”.

The Metering Services provided under this Agreement by Horizon Power are individually priced.

Reference Tariffs for Reference Services (Metering) are set out in the Price List.

Table 3: Metering Services Fees

No.	Service Description	Fee (\$ per unit unless otherwise stated)	
		Metro	Country
<b>Reference Service (Metering)</b>			
Service 1	Scheduled monthly Meter Reading	The fee for the service forms part of the Reference Tariff.	
Service 2	Interval Energy Data (monthly)		
Service 3	Interval Energy Data (daily)		
Service 4	Special Reading (Final)		
Service 5	Special Reading (Check)		
Service 12	Meter Exchange		
Service 13	De-energise		
Service 14	Re-energise		
Service 16	Manual De-energise		
Service 17	Manual Re-energise		
<b>Accessory Metering Services - Reference Services (Metering)</b>			
Service 6	Historical Energy Data (up to 12 months)	The fee for the service forms part of the Reference Tariff.	
Service 7	Standing Data provision		
Service 8	Verify Meter data		
Service 9	Customer Data Notification		
Service 20	Customer Transfer		
Service 26	Renewable Energy Request Assessment		
<b>Extended Metering Services</b>			
Service 11	Connection Point Upgrade	POA	POA
Service 15	Notification of Temporary Discon/Recon	POA	POA
Service 18	Meter investigation iii) Low Voltage Installations iv) High Voltage Installations	i) \$326 ii) \$3000	iii) \$572 iv) \$3000
Service 19	Supply abolishment *	\$762.10	\$762.10
Service 21	Meter Test – Lab *	\$243.60	\$243.60
Service 22	Meter Test – NATA Certified	\$763	\$763
Service 23	Metering Installation Test – CT/VT	LV \$3000	\$3000

No.	Service Description	Fee (\$ per unit unless otherwise stated)	
		Metro	Country
Service 23	HV	\$4250	\$4250
Service 24	Metering Installation Repair	POA	POA
Service 25	Meter Reconfiguration	\$360	\$360
Service 27	Enhanced Technology Features	POA	POA

\* Gazetted Fee

Horizon Power will waive, or refund or offset as appropriate, the Fee for any Metering Service that is shown to have been incurred due to erroneous information supplied by Horizon Power.

### **Cancellation Fees**

The Fees in Table 4 below apply to Metering Services cancelled following receipt of a Service Order by Horizon Power.

Table 4: Cancellation Fees

ID	Service Description	Fee (\$ per unit)
<b>Cancellation of Service Order</b>		
C – 1	B2B <sup>36</sup>	0.60
C – 2	In Field <sup>37</sup>	75% of Relevant Metering Service Fee
C – 3	Customer prevented (for example, appropriate access to a property is not provided)	100% of Relevant Metering Service Fee

### **Fees for Services Priced on Application**

Unless otherwise agreed by Horizon Power and the User, Fees for Metering Services that are Priced on Application (identified as 'POA'), will be calculated by Horizon Power in accordance with the following methodology defined in Table 5 or Table 6, as relevant.

### **Calculation of unit rates**

Unit rates will be calculated as follows:

- (a) Where 100% cost allocation is required per unit:

Table 5: Unit rate methodology A

Direct	Indirect	Unit Rate
((field labour rate) + (labour support rate) x (field labour hours) + (fleet rate) x (fleet hours) + ((admin labour rate) + labour support rate) x (admin labour hours) + Materials	Other Indirect Cost Allocation (ICA) rate	Direct cost + Indirect cost

(b) Where partial cost allocation<sup>38</sup> is required per unit:

Table 6: Unit rate methodology B

Direct	Indirect	Unit Rate
$\frac{(\text{admin labour rate}) + (\text{labour support rate})}{(\text{admin labour hours})}$	Other Indirect Cost Allocation (ICA) rate	$\frac{(\text{Direct} + \text{Indirect})}{\text{Exception rate}}$

<sup>36</sup> Following acceptance of a Service Order by Horizon Power but prior to allocation of the Service Order to a delivery resource.

<sup>37</sup> Following acceptance of a Service Order by Horizon Power which Horizon Power has allocated to a delivery resource.

<sup>38</sup> To recover the cost of administrative oversight of processes which are largely automated.

### **1Calculation of field and administration labour rates**

Horizon Power will use a weighted average labour cost, based on resource type for the calculation of payroll and contractor rates.

Field and administration labour rates will be calculated as follows:

$$\$/hr = \frac{\text{Weighted average base salary or rate} + \text{Labour on costs}^{39}}{\text{Annual available working hours}^{41}} + \text{Labour support rate}^{40}$$

### **Calculation of fleet rates**

Horizon Power will use a unit rate equal, or equivalent to, the total amount incurred for the hire of a unit of fleet equipment under a hire arrangement.

The Fee calculated will be based on application of the unit rate to the hours the equipment is expected to be utilized to perform the Service.

### **Calculation of materials rates**

Horizon Power will use a unit rate equal the total amount incurred for procurement of materials associated with provision of a Service.

The Fee calculated will be based on application of the materials rate to the quantity of materials required to provide the Service.

### **Calculation of other indirect costs**

Horizon Power will use an Indirect Cost Allocation (ICA) as follows

$$\% = \frac{\text{Other indirect costs - Recovery through labour hours allocations}}{\text{Indirect base}}$$

### **Calculation of exception rates**

Horizon Power will use an exception rate calculation methodology as follows:

$$\% = \frac{\text{Level of activity requiring non-automated processing}}{\text{Total level of activity}}$$

<sup>39</sup> For allocation of allowances such as payroll tax, superannuation, workers compensation, long service leave provision.

<sup>40</sup> To recover the costs of direct labour resource management and support.