

Metering MSLA

**Metering
Model Service Level Agreement**

Principal

Peel Renewable Energy Pty Ltd
(ACN 634 578 206)

User

Add Name Here
(ACN)

Dated

Day Month Year

Metering MSLA

Table of contents

Parties	1
Background	1
Operative Provisions	1
1 Definitions and Interpretation	1
Definitions	1
Interpretation	6
2 Duration	7
Term	7
3 Services	7
Metering Services	7
Requirement for Access Contract	8
Publication of Metering Point List	8
4 Financial Covenants by User	8
Metering Services Charges	8
5 Metering Services Charges	8
Metering Services Charges not to exceed certain benchmark costs	8
6 Invoicing and payment	9
Invoices	9
Late payments and disputed invoices	9
Under and over payments	9
GST	10
Common Provisions	11
7 Liability	11
Exclusion of Indirect Damage	11
Limitation of liability	11
8 Force Majeure	11
Affected Person's obligations are suspended	11
Affected Person's obligations	11
In case of breach	12
Failure to minimise delays	12
Settlement of a labour dispute	12
9 Default	12
10 Disputes	12
Disputes	12
Performance to Occur Despite Dispute	12
11 Set off	13
Party may set off payment	13
No other set off permitted	13

“Safety by choice – not by chance”

Metering MSLA

12	Assignment and Encumbrances	13
13	Miscellaneous	13
	Compliance	13
	Precedence	13
	Variation	13
	No third-party benefit	13
	Duty	13
	Costs	13
	Waiver	14
	Entire agreement	14
	Severance	14
	Counterpart execution	14
	Further assurance	14
	Merger	14
	Remedies	14
	Governing Law	14
Schedule 1	Metering Services Classifications	16
1	Categories of Metering Services	16
Schedule 2	Metering Services Descriptions	18
1	All Metering Services	18
2	Standard Metering Services	18
3	Extended Metering Services	21
Schedule 3	Service Standards	29
Schedule 4	Fees	32
	EXECUTED AS AN AGREEMENT	33

Metering MSLA

Parties

PRE Peel Renewable Energy Pty Ltd
ACN 634 578 206
Address: 5 Kiln Court, St Leonards, Tasmania, 7250
Contact:
Email:

User [Company Name]
ACN
Address:
Contact:
Email:

Background

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

Operative Provisions

1 Definitions and Interpretation

Definitions

1.1 In this Agreement the following definitions apply:

Access Contract means the “microgrid electricity transfer access contract” between PRE and the User in respect of the supply of a connection service and an electricity supply service in respect of the Microgrid.

Accounting Period means one calendar month.

Act means the *Electricity Industry Act 2004* (WA).

“Safety by choice – not by chance”

Metering MSLA

Actual Change Date	means the effective date of change recorded in the Registry.
Actual Value	means energy data for a metering point which has physically been read (or remotely collected by way of a communications link or an automated meter reading system) from the meter associated with the metering point and includes a deemed actual value.
Affected Person	has the meaning given to it in clause 7.1 of this Agreement.
Affected Obligation	has the meaning given to it in clause 7.1 of this Agreement and contains the obligations as set out in clause 7.2 of this Agreement.
Agreement	means this document.
Business Day	means a day that is not a Saturday, Sunday or public holiday in Perth, Western Australia.
Claim	means any claim, demand, action or proceeding made or instituted against a Party.
Commencement Date	means the earlier of the date of execution of this Agreement or the date this Agreement is deemed to commence by operation of clause 5.2 of the Metering Code (as applicable).
Connection Point	means a point of the Network where electricity may be transferred out of the Network or into the Network and which is identified, or to be identified under the Access Contract.
Current Transformer	has the meaning given in the Metering Code.
Customer	means a “customer” as defined in section 3 of the Act.
Customer Transfer Code	means the <i>Electricity Industry (Customer Transfer) Code 2016 (WA)</i> .
De-energise	(a) in respect of a Connection Point, means to operate, modify or remove switching or other equipment to prevent the transfer of electricity through the Connection Point. (b) in respect of the Meter it means the removal of the supply voltage from the Meter at the Metering Point.
Default	has the meaning given to it in clause 9.1 of this Agreement.
Dispute	means any dispute or difference arising in respect of any matter under or in connection with this Agreement between the Parties, the subject matter of which is not also an access dispute under the <i>Electricity Networks Access Code</i>

“Safety by choice – not by chance”

Metering MSLA

	<p>2004 (WA), a dispute under the Wholesale Electricity Market Rules, a dispute or complaint under the Code approved under section 79 of the Act or a dispute under the Customer Transfer Code between the parties.</p>
Due Date	<p>means the date 15 Business Days after the Tax Invoice is received by the Party to whom it is addressed.</p>
Electrical Contractor	<p>has the meaning given to it in the <i>Electricity (Licensing) Regulations 1991</i> (WA).</p>
Energise	<p>has the meaning given to it in the <i>Electricity Industry (Obligation to Connect) Regulations 2005</i> (WA).</p>
Energy Data	<p>has the meaning given to it in the Metering Code.</p>
Extended Metering Services	<p>means Metering Services identified as such in Schedule 1 and described in Schedule 2.</p>
Facilities and Equipment	<p>in relation to a Connection Point, means the apparatus, equipment, plant and buildings used for or in connection with generating, consuming and transporting electricity at the Connection point.</p>
Fees	<p>means the fees that are published by PRE 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 4 of this Agreement.</p>
Field Completion Date	<p>means the date on which the Service requested in a Service Order is completed or attempted at the supply address as notified by PRE to the User.</p>
First Party	<p>has the meaning given to it in clause 11.1 of this Agreement.</p>
FM Period	<p>has the meaning given to it in clause 8.1 of this Agreement.</p>
Force Majeure	<p>has the meaning given to it in the Access Contract.</p>
Force Majeure Event	<p>means an event of Force Majeure.</p>
Good Electricity Industry Practice	<p>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 Laws 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 <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).</p>
High Voltage	<p>means any nominal voltage above 1 kV.</p>

“Safety by choice – not by chance”

Metering MSLA

Indirect Damage	suffered by a person means any one or more of: <ul style="list-style-type: none">(a) any consequential loss, consequential damage or special damages however caused or suffered by the person, including any:<ul style="list-style-type: none">(i) loss of (or loss of anticipated) opportunity, use, production, revenue, income, profits, business and savings; or(ii) loss due to business interruption; or(iii) increased costs; or(iv) punitive or exemplary damages,(b) whether or not the consequential loss or damage or special damage was foreseeable; or(c) 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(d) 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.
Law	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.
Meter	means a device which measures and records electricity production and consumption.
Metering Code	means the <i>Electricity Industry (Metering) Code 2012 (WA)</i> .
Metering Installation	has the meaning given to it in the Metering Code.
Metering Point	has the meaning given to it in the Metering Code.
Metering Service	means the metering service or services provided by PRE in respect of a Connection Point pursuant to its obligations under the Metering Code and described in this Agreement, or as otherwise agreed between PRE and the User.
Meter Reading	means the collection of an Actual Value from a Meter.
Metrology Procedure	means the document of that name published by PRE from time to time, subject to the approval of the Economic Regulation Authority.

“Safety by choice – not by chance”

Metering MSLA

Microgrid	means the Network and the electricity generation infrastructure operated by PRE and situated at the Peel Business Park.
Microgrid Technical Rules	has the meaning given to that term in the Access Contract.
Network	means the ‘distribution system’ as that term is defined in the Act, which is operated by PRE and situated at the Peel Business Park and which is not part of the electricity network owned and operated by Western Power.
Party	means PRE or the User and Parties has a corresponding meaning.
Payment Error	means: <ul style="list-style-type: none">(a) any underpayment or overpayment by a Party of any amount in respect of a Tax Invoice; or(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).
Peel Business Park	means the Peel Business Park situated in Nambeelup, Western Australia.
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.
Pre-Payment Meter	Has the meaning given in the <i>Code of Conduct for the Supply of Electricity to Small Use Customers 2018</i> (WA).
Read or Reading	means an attempt to collect an Actual Value from a Meter.
Re-energise	means to restore supply voltage from a Meter at the Metering Point.
Registry	means the part of the metering database which contains standing data in accordance with the Metering Code.
Service Order	means a request for a Metering Service submitted by the User to PRE, to PRE’s nominated email address, setting out all relevant details of the nominated Metering Service.
Service Standards	means the service levels and standards applicable to the Metering Services, as set out in Schedule 3 of this Agreement.
Standard Metering Services	means the default Metering Services described in Schedule 1 and Schedule 2 of this Agreement.

“Safety by choice – not by chance”

Metering MSLA

Standing Data	has the meaning given to it in the Metering Code and comprises the items specified in Table 2 of the 4.3(1) of the Metering Code.
Tax Invoice	has the meaning given to it in the GST Act.
Term	has the meaning given in clause 2.1 of this Agreement.
Undisputed Portion	means the portion of the amount set out in a Tax Invoice that this not in Dispute.
User	means the person other than PRE to whom this Agreement applies and in respect of a Connection Point, means a person who has an Access Contract in respect of that Connection Point.

Interpretation

1.2 Interpretation

1.2.1 A reference to:

- (a) the singular includes the plural and the plural includes the singular; and
- (b) 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
- (c) this Agreement or any other instrument includes any variation or replacement of it; and
- (d) **“under”** includes **“by”**, **“by virtue of”**, **“pursuant to”** and **“in accordance with”**; and
- (e) **“day”** means a calendar day; and
- (f) **“person”** includes a public body, company, or association or body of persons, corporate or unincorporated; and
- (g) a person includes a reference to the person's personal representatives, executors, administrators, successors and permitted assigns; and
- (h) any monetary amount means that amount in Australian dollars, and

1.2.2 a word of any gender includes the corresponding words of each other gender; and

1.2.3 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

1.2.4 **“copy”** includes a facsimile copy, photocopy or electronic copy; and

1.2.5 **“including”** and similar expressions are not words of limitation; and

1.2.6 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

1.2.7 unless the contrary intention is apparent, a term with a defined meaning in the Code has the same meaning in this Agreement; and

“Safety by choice – not by chance”

Metering MSLA

- 1.2.8 a reference to:
- (a) this Agreement includes any Schedule to this Agreement; and
 - (b) a clause is a reference to a clause of this Agreement; and
 - (c) a series of consecutive clauses or Schedules is to be read as inclusive of the first and last in the series.

2 Duration

Term

- 2.1 This Agreement commences on the Commencement Date and continues until the Access Contract terminates.

3 Services

Metering Services

- 3.1 PRE must:
- 3.1.1 provide Standard Metering Services applicable to a service provided under the Access Contract;
 - 3.1.2 provide Extended Metering Services as requested by the User under a Service Order;
 - 3.1.3 provide the Metering Services to the User in accordance with:
 - (a) the Service Standards;
 - (b) the Metering Code; and
 - (c) Good Electricity Industry Practice.
- 3.2 Despite clause 3.1, PRE is not in breach of this Agreement if it is not (acting reasonably) able to provide a Metering Service:
- 3.2.1 because appropriate access to a property is not provided to it;
 - 3.2.2 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
 - 3.2.3 due to other impediments beyond PRE's reasonable control and which PRE cannot, acting reasonably, overcome.
- 3.3 The User:
- 3.3.1 may request the provision of Metering Services, or the cancellation of Metering Services, under this Agreement by submitting to PRE a Service Order in accordance with the Metering Code and the Communications Rules. The User may request a

“Safety by choice – not by chance”

Metering MSLA

- preferred appointment date and time and PRE must make reasonable endeavours to perform the Metering Service at that preferred date and time;
- 3.3.2 must pay for any Extended Metering Services in accordance with this Agreement; and
- 3.3.3 may use the Metering Services, on the terms and conditions set out in this Agreement.

Requirement for Access Contract

- 3.4 The User may only request Metering Services for a Meter at a Connection Point that is described in the Access Contract.

Publication of Metering Point List

- 3.5 PRE must annually publish a list setting out for each Connection Point on the network either:
 - 3.5.1 each date for a scheduled Meter Reading in the coming year; or
 - 3.5.2 the reading day number to apply for the current year.
- 3.6 PRE may revise this list from time to time at a frequency determined by PRE.

4 Financial Covenants by User

Metering Services Charges

- 4.1 The Parties acknowledge and agree that PRE's charges for Standard Metering Services are recovered from the User in accordance with the terms of the Access Contract.
- 4.2 The User must pay PRE the Fees for the Extended Metering Services provided under this Agreement.
- 4.3 Where a User requests an Extended Metering Services that tests the accuracy of a Meter and the test reveals that the subject Meter does not comply with the requirements of the Metering Code, the User is not liable:
 - 4.3.1 to pay Fees for that Extended Metering Service; or
 - 4.3.2 to pay for any repairs to the subject Meter.

5 Metering Services Charges

Metering Services Charges not to exceed certain benchmark costs

PRE undertakes not to impose charges under this Agreement that exceed the costs that would be incurred by a network operator acting in good faith and in accordance with Good Electricity Industry Practice, seeking to achieve the lowest sustainable costs of providing the relevant Metering Service.

Metering MSLA

6 Invoicing and payment

Invoices

- 6.1 PRE must, within 10 Business Days after the end of an Accounting Period or as soon as practicable thereafter, issue to the User a Tax Invoice for the Accounting Period showing:
- 6.1.1 all amounts payable by the User to PRE under this Agreement for the Accounting Period;
 - 6.1.2 all outstanding amounts as at the end of the Accounting Period and interest payable on those amounts; and
 - 6.1.3 GST payable on those amounts under clauses 6.12 to 6.17.
- 6.2 The User must, on or before the Due Date of the Tax Invoice, pay to PRE all amounts shown on the Tax Invoice which are payable under this Agreement.

Late payments and disputed invoices

- 6.3 If the User fails to comply with clause 6.2 then, without prejudice to PRE'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.
- 6.4 If the User Disputes any amount set out in a Tax Invoice issued under clause 6.1 then:
- 6.4.1 the User must pay the Undisputed Portion (if any);
 - 6.4.2 may withhold the disputed portion of a Tax Invoice, provided it gives to PRE full particulars of the Dispute on or before the Due Date.
- 6.5 Any amount withheld by the User under clause 5.4 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.
- 6.6 Any amount paid by the User under clause 6.3 but subsequently found not to have been payable, attracts interest calculated daily at the Prescribed Rate from the date the User paid the amount until the date PRE repays the amount.

Under and over payments

- 6.7 If a Party detects a Payment Error by a Party of any amount within 18 calendar months after the Payment Error:
- 6.7.1 the Party must as soon as reasonably practicable give notice to the other Party of the Payment Error; and
 - 6.7.2 an adjusting payment must be made by the appropriate Party within 15 Business Days of the notice.
- 6.8 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.
- 6.9 Except where clause 6.4 applies or where an adjusting payment is required in respect of an underpayment due to the fault of the other Party, the adjusting payment must include interest calculated daily at the Prescribed Rate from the date of the Payment Error until the date of the adjusting payment.

“Safety by choice – not by chance”

Metering MSLA

- 6.10 Where a Payment Error results in the User paying less than the amount that would have been payable absent the Payment Error, the Payment Error will be taken to have occurred on the Due Date of the Tax Invoice.
- 6.11 Where a Payment Error results in the User paying more than the amount that would have been payable absent the Payment Error, 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.

GST

- 6.12 Definitions in the GST Act apply in clauses 6.12 to 6.17 unless the context indicates otherwise.
- 6.13 Unless expressly included, the consideration for any supply under or in connection with this Agreement (including any Fees) is GST exclusive.
- 6.14 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.
- 6.15 Without limiting the obligation to provide a Tax Invoice under clauses 6.1, the supplier must issue a Tax Invoice to the recipient of a supply to which clause 6.14 applies before the payment of the GST inclusive consideration determined under that clause.
- 6.16 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.
- 6.17 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.

Metering MSLA

Common Provisions

7 Liability

Exclusion of Indirect Damage

- 7.1 The User is not in any circumstances liable to PRE for any Indirect Damage suffered by PRE, however arising.
- 7.2 PRE is not in any circumstances liable to the User for any Indirect Damage suffered by the User, however arising.

Limitation of liability

- 7.3 The maximum liability of one Party to the other Party under and in connection with this Agreement is limited in accordance with the Access Contract.

Exclusion of warranties

- 7.4 To the maximum extent permitted by Law, the only warranties given by and terms which apply to a Party under this Agreement are those expressly contained in this Agreement, and all warranties and terms implied by Law, 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.
- 7.5 If at Law the exclusion of any warranty or term is prohibited, then a Party'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 a Party 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 Party's liability will be so limited.

8 Force Majeure

Affected Person's obligations are suspended

- 8.1 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**").

Affected Person's obligations

- 8.2 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:
- 8.2.1 notify the other Party if the FM Period continues for a period of two days or longer; and
- 8.2.2 use reasonable endeavours (including incurring any reasonable expenditure of funds and rescheduling personnel and resources) to:

"Safety by choice – not by chance"

Metering MSLA

- (a) mitigate the consequences of the Force Majeure Event; and
- (b) minimise any resulting delay in the performance of the Affected Obligation.

In case of breach

- 8.3 An Affected Person is not obliged to incur an expenditure in complying with clause 8.2.2 if the Force Majeure Event is constituted by a breach of, or failure to comply with, this Agreement by the other Party.

Failure to minimise delays

- 8.4 If an Affected Person fails to comply with clause 8.2.2(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.

Settlement of a labour dispute

- 8.5 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.

9 Default

- 9.1 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 PRE may:
- 9.1.1 notify the User of the User’s Default and require the User to remedy the User’s Default; and
 - 9.1.2 if the User’s Default has not been remedied at the end of the 20th Business Day after the notice was given, suspend the provision of the Extended Metering Services.
- 9.2 Without prejudice to any right available to PRE under the Access Contract, if the Extended Metering Services are suspended by PRE under clause 9.1, PRE must continue to provide the Standard Metering Services in respect of the Metering Points which are affected by the suspension.

10 Disputes

Disputes

- 10.1 Any Dispute shall be resolved in accordance with the provisions set out in Part 8 of the Metering Code.

Performance to Occur Despite Dispute

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

“Safety by choice – not by chance”

Metering MSLA

11 Set off

Party may set off payment

11.1 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.

No other set off permitted

11.2 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

12.1 Neither Party may 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 other Party, which must not be unreasonably withheld, conditioned or delayed.

13 Miscellaneous

Compliance

13.1 Each Party to this Agreement must comply with all applicable Laws.

Precedence

13.2 Where there is any ambiguity or conflict between the Metering Code and the provisions of this Agreement, the provisions of the Metering Code shall prevail to the extent necessary to resolve that ambiguity or conflict.

Variation

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

No third-party benefit

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

Duty

13.5 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.

Costs

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

- 13.6.1 the negotiation, preparation, execution, performance, amendment or registration of, or any notice given or made; and
- 13.6.2 the performance of any action by that Party in compliance with any liability arising, **“Safety by choice – not by chance”**

Metering MSLA

under this Agreement, or any agreement or document executed or effected under this Agreement, unless this Agreement provides otherwise.

Waiver

13.7 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.

Entire agreement

13.8 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.

Severance

13.9 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 13.9 has no effect if the severance alters the basic nature of this Agreement or is contrary to public policy.

Counterpart execution

13.10 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.

Further assurance

13.11 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.

Merger

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

Remedies

13.13 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.

13.14 The exercise of any of remedy described in this Agreement by a Party is without prejudice to any rights or remedies accrued to that Party.

Governing Law

13.15 This Agreement and the transactions contemplated by this Agreement are governed by the Law in force in Western Australia.

13.16 Without limiting clause 13.15, each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Western Australia and the Courts of appeal for the purpose of determining any Dispute concerning this Agreement or the transactions contemplated by this Agreement.

“Safety by choice – not by chance”

Metering MSLA

Schedule 1 Metering Services Classifications

1 Categories of Metering Services

1.1 Standard Metering Services

Standard Metering Services are a component of the connection service and energy supply service provided, and paid for, under the Access Contract.

The range of Standard Metering Services are described in section 2 of Schedule 2.

1.2 Extended Metering Services

Extended Metering Services are Metering Services a User requests and PRE provides under this Agreement. Fees for Extended Metering Services are payable under this Agreement.

The range of Extended Metering Services are described in section 3 of Schedule 2.

The fees for Extended Metering Services are set out in Schedule 4.

1.3 Schedule of Standard Metering Services and Extended Metering Services

No.	Service Description	Metering Service type	
		Standard	Extended
<i>Meter provision</i>			
SMS-1	Meter upgrade	✓	✗
EMS-1	Meter Establishment and Energisation	✗	✓
EMS-2	De-energise	✗	✓
EMS-3	Re-energise	✗	✓
EMS-4	Meter investigation	✗	✓
EMS-5	Remove Meter	✗	✓
<i>Data Collection, Data Provision</i>			
EMS-6	Remotely collected scheduled meter reading (daily)	✗	✓
SMS-2	Remotely collected scheduled meter reading (monthly)	✓	✗
EMS-7	Non-scheduled special meter reading	✗	✓
EMS-8	Verify meter data	✗	✓
EMS-12	Historical Energy Data (up to 24 months)	✗	✓

“Safety by choice – not by chance”

Metering MSLA

SMS-3	Standing data provision	✓	✗
<i>Technical Services</i>			
EMS-9	Meter test (laboratory)	✗	✓
EMS-10	Meter test (on-site)	✗	✓
SMS-4	Meter installation repair	Standard metering service unless damage caused or permitted by the User or a Customer, or other Third Party.	
EMS-11	Meter reconfiguration	✗	✓

“Safety by choice – not by chance”

Metering MSLA

Schedule 2 Metering Services Descriptions

1 All Metering Services

This Schedule should be read in conjunction with the Metering Code, the Customer Transfer Code, Code of Conduct for Supply of Electricity to Small Use Customers 2018 (WA) and PRE's Metrology Procedure.

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

Where Eligibility Criteria are stated, Metering Services under this Schedule will only be provided when those criteria are met and continue to be met.

2 Standard Metering Services

The Metering Services comprises the default Metering Service applicable as a standard component of the Services provided by PRE to the User.

2.1 Meter upgrade/replace (not User requested) (SMS-1)

Service type	Standard Metering Service
Category	Meter provision
No.	SMS-1
Service Description	Meter upgrade/replace (not User requested)
Category	Meter provision

This Standard Metering Service will be performed by PRE, where a Meter requires replacement or upgrade to align with the requirements of the Metering Code, or at PRE's discretion to satisfy a Network requirement.

Eligibility Criteria:

- This Service is provided in accordance with the Metering Code.

2.2 Remotely Collected Scheduled Meter Reading (Monthly) (SMS-2)

Service type	Standard Metering Service
Category	Data Collection, Data Provision
No.	SMS-2
Service Description	Remotely Collected Scheduled Meter Reading (Monthly)

Energy Data will be provided to the User in accordance with the Metering Code.

"Safety by choice – not by chance"

Metering MSLA

PRE will determine a first reading date within five Business Days following the date on which an associated Connection Point is transferred to an Access Contract and will provide Energy Data on each monthly anniversary of that date, or as soon as practicable thereafter. If a User makes a request to change the date on which a meter is regularly read (being the monthly anniversary of the first reading date), PRE will use reasonable endeavours to accommodate that request.

Substitution, Estimation and Validation will be carried out by PRE in accordance with the Metrology Procedure.

Eligibility Criteria:

- The User receives a compatible service under the Access Contract.
- The Customer's Facilities and Equipment comply with the Microgrid Technical Rules, the WA Electrical Requirements, and AS3000.
- The Meter is configured to measure and record Energy Data out of the Network for an Exit Service or both into and out of the Network for a Bidirectional Service.
- The Meter is connected to a communications network supported by PRE.

2.3 Standing Data provision (SMS-3)

Service type	Standard Metering Service
Category	Data Collection, Data Provision
No.	SMS-3
Service Description	Standing Data provision

Standing Data will be provided to the User in accordance with the Metering Code, including:

- the provision of Standing Data upon registration of a Metering Point; and
- following changes to items of Standing Data.

The User may request Standing Data in accordance with the Customer Transfer Code.

Where the User makes a request for Standing Data under the Customer Transfer Code PRE will provide Standing Data in accordance with the Customer Transfer Code.

Eligibility Criteria:

- A Service Order is submitted to PRE's nominated email address

2.4 Metering Installation repair (SMS-4)

Service type	Standard Metering Service
--------------	---------------------------

“Safety by choice – not by chance”

Metering MSLA

Category	Technical Services
No.	SMS-3
Service Description	Metering Installation repair

This Standard Metering Service will be performed by PRE following completion of any of the following at the request of a User using a service provided pursuant to this Agreement:

- a test, audit or investigation identifying a non-compliant Metering Installation; or
- upon notification of an outage or malfunction to a Metering Installation.

If a test, audit or investigation identifies a non-compliant Metering Installation, PRE will repair the Metering Installation, advise the affected Parties, restore the accuracy of the Metering Installation and may make corrections to Energy Data in accordance with the Code.

PRE, at its discretion, may replace devices associated with the Metering Installation (i.e. the Meter) instead of repairing the Metering Installation.

Eligibility Criteria:

- This Standard Metering Service is provided in accordance with the Metering Code.

Metering MSLA

3 Extended Metering Services

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

Extended Metering Services are different to Standard Metering Services.

The costs of Extended Metering Services are not recovered under the Access Contract and a payment is made under this Agreement. These payments are detailed in Schedule 4.

The Extended Metering Services are:

- (a) Meter Establishment and Energisation (EMS-1);
- (b) De-energise (on-site) (EMS-2);
- (c) Re-energise (on-site) (EMS-3);
- (d) Meter investigation (EMS-4);
- (e) Remove Meter (EMS- 5);
- (f) Remotely collected schedule meter reading (daily) (EMS - 6);
- (g) Non-scheduled special Meter Reading (EMS-7);
- (h) Verify Meter Energy Data (EMS-8);
- (i) Meter test (laboratory) (EMS-9);
- (j) Meter test (on-site) (EMS-10);
- (k) Meter reconfiguration (EMS-11); and
- (l) Historical Data Provision (EMS-12).

This section describes these Extended Metering Services.

3.1 Meter Establishment and Energisation (EMS-1)

Service type	Standard Metering Service
Category	Meter provision
No.	SMS-1
Service Description	Meter Establishment and Energisation

This Extended Metering Service may be requested by the User to establish and Energise a default Meter at a Metering Point.

Where this Extended Metering Service is requested, PRE will:

- Install a new Meter at the Metering Point within 12 Business Days from the receipt date of the request;
- energise the Meter; and

“Safety by choice – not by chance”

Metering MSLA

- provide the User with a valid and complete Certificate of Electrical Safety for each Meter to be installed no later than 5pm, two days prior to the proposed installation date.

All Metering Services will be provided using Type 4 Meters, which for:

- an exit service the Meter will be configured to measure the transfer of Electricity out of the Network; and
- a bi-directional service the Meter will be configured to measure the transfer of Electricity into and out of the Network.

Eligibility Criteria

- A new Service Order is submitted to PRE's nominated email address.
- The Customer's Facilities and Equipment comply with the Microgrid Technical Rules, the WA Electrical Requirements, and AS3000.
- A valid notice has been issued pursuant to the *Electricity (Licensing) Regulations 1991* (WA) from the Customer's Electrical Contractor, confirming that the Metering Point is ready for a Meter to be installed and Energised.

3.2 De-energise (on-site) (EMS-2)

Service type	Extended Metering Service
Category	Meter provision
No.	EMS-2
Service Description	De-energise (on-site)

This Metering Service is an Extended Metering Service for use where a site visit is required to De-energise electricity supply to a Metering Point.

Where this Metering Service is requested, PRE will De-energise the Metering Point. This Metering Service will only be performed by PRE on the following days and times:

- Monday to Thursday¹ (excluding public holidays); and
- between 7:30am and 2:00pm (WST).

This Metering Service will not be performed by PRE on the Business Day before a public holiday.

Fees and Service Standards for this Metering Service are defined in Schedule 3 and Schedule 4, as applicable to the User's requirements.

¹ Friday is deemed a Non-Business Day for this Metering Service.

Metering MSLA

Due to the complex and variable requirements associated with High Voltage Metering Points, High Voltage De-energise Metering Services will be priced on application in accordance with the quotation methodology defined in Schedule 4.

Eligibility Criteria:

- A Service Order is submitted to PRE's nominated email address.

3.3 Re-energise (on-site) (EMS-3)

Service type	Extended Metering Service
Category	Meter provision
No.	EMS-3
Service Description	Re-energise (Manual)

This Metering Service is an Extended Metering Service for use where a site visit is required to Re-energise electricity supply to a Customer.

Where this Metering Service is requested, PRE will Re-energise the Metering Point.

Fees and Service Standards for this Metering Service are defined in Schedule 3 and Schedule 4, as applicable to the User's requirements.

The User may request that a Re-energise Metering Service be performed as an Urgent Re-energise Service where prioritisation of a Re-energise Service is required.

The Fee for an Urgent Re-Energise service will be determined on application.

Eligibility Criteria:

- A Service Order is submitted to PRE's nominated email address.

3.4 Meter Investigation (EMS-4)

Service type	Extended Metering Service
Category	Meter provision
No.	EMS-4
Service Description	Meter Investigation

This Metering Service is an Extended Metering Service to:

- audit a Metering Installation due to a User concern, or concern raised by a Customer, other than issues relating to the accuracy of a Meter; or
- audit the Standing Data for a Metering Installation.

"Safety by choice – not by chance"

Metering MSLA

Where this Metering Service is requested, PRE will investigate the concern raised by the requestor and subsequently report the outcome of this investigation to the User.

Eligibility Criteria:

- A Service Order is submitted to PRE’s nominated email address

3.5 Remove Meter (EMS-5)

Service type	Extended Metering Service
Category	Meter provision
No.	EMS-5
Service Description	Remove Meter

This Metering Service is an Extended Metering Service to permanently remove a redundant Meter, where multiple Meters are associated with a Metering Point.

Where this Metering Service is requested, PRE will remove the Meter from the Metering Point and reflect the removal in the Registry.

This Metering Service is not a supply abolishment Service. If a Connection Point requires permanent disconnection, the User must request the supply abolishment Service.

Eligibility Criteria:

- A Service Order is submitted to PRE’s nominated email address.
- There is more than one Meter associated with a Connection Point.
- At least one Meter will remain at the Metering Point upon completion of the remove Meter Service.
- Customer owned installation assets are not required to be removed or reconfigured by PRE to complete the remove Meter Service.

3.6 Remotely Collected Scheduled Meter Reading (Daily) (EMS-6)

Supply type	Extended Metering Service
Category	Data Collection, Data Provision
No.	EMS-6
Service Description	Remotely Collected Scheduled Meter Reading (Daily)

Energy Data will be provided to the User in accordance with the Metering Code.

PRE will determine a first reading date within five Business Days following the date on which an associated Connection Point is transferred to an Access Contract and will provide Energy Data on each monthly anniversary of that date, or as soon as practicable thereafter.

“Safety by choice – not by chance”

Metering MSLA

Substitution, Estimation and Validation will be carried out by PRE in accordance with the Metrology Procedure.

Eligibility Criteria:

- The User receives a compatible service under the Access Contract.
- The Customer’s Facilities and Equipment comply with the Microgrid Technical Rules, the WA Electrical Requirements, and AS3000.
- The Meter is configured to measure and record Energy Data out of the Network for an Exit Service or both into and out of the Network for a Bidirectional Service.
- The Meter is connected to a communications network supported by PRE.

3.7 Non-Scheduled Special Meter Reading (EMS-7)

Service type	Extended Metering Service
Category	Data Collection, Data Provision
No.	EMS-7
Service Description	Non-Scheduled Special Meter Reading

This Metering Service is an Extended Metering Service which may be requested by the User to obtain an Actual Value between scheduled Meter Reading dates.

Where this Metering Service is requested, PRE will provide the User with an Actual Value; Substitution or Estimation may be applied in accordance with the Code, following consultation with the User.

The User may request this Metering Service to be provided either remotely or on-site. If on-site, the User should specify a “nominated date” for the Reading.

Eligibility Criteria:

- A Service Order is submitted to PRE’s nominated email address

3.8 Verify Meter Energy Data (EMS-8)

Service Type	Extended Metering Service
Category	Data Collection, Data Provision
No.	EMS-8
Service Description	Verify Meter Energy Data

This Metering Service is an Extended Metering Service.

“Safety by choice – not by chance”

Metering MSLA

This Metering Service may be requested by the User to request the verification of Energy Data in accordance with the Code. For example, if:

- the User reasonably believes the meter data file format in a meter data notification is erroneous; or
- the User reasonably believes an investigation is required into the validity and accuracy of the Energy Data.

Where this Service is requested, PRE will audit the Energy Data for the Metering Installation and, where Energy Data errors are identified, provide the User with replacement Energy Data.

PRE will not perform a site visit as part of the verification process.

Eligibility Criteria:

- A Service Order is submitted to PRE's nominated email address

3.9 Meter test (laboratory) (EMS-9)

Service type	Extended Metering Service
Category	Technical Services
No.	EMS-9
Service Description	Meter test (laboratory)

This Metering Service is an Extended Metering Service.

The Metering Service may be requested by the User to test or audit the accuracy of a Metering Installation.

Testing will be carried out in a National Association of Testing Authorities (NATA) accredited laboratory under various load conditions, using reference standards that are traceable to national standards. Performance characteristics are monitored, such as 'running at no-load' (creep) and 'operation of register or display', for correct operation.

A report will be issued to the User on the finding of the tests and whether the Meter complies or does not comply with the Code. In addition, a weighted average of the overall accuracy of the Meter will be calculated and provided to the User.

Where a non-compliant Metering Installation is confirmed:

- PRE will complete a Metering Installation repair (SMS-6), subject to the discretion noted in that Metering Service description to replace the Meter instead; and
- make corrections to, or replace, Energy Data in accordance with the Code.

Eligibility Criteria:

- A Service Order is submitted to PRE's nominated email address

3.10 Meter test (on-site) (EMS-10)

"Safety by choice – not by chance"

Metering MSLA

Service type	Extended Metering Service
Category	Technical Services
No.	EMS-10
Service Description	Meter test (on-site)

This Metering Service is an Extended Metering Service test or audit a Metering Installation.

Testing will be carried out at the Customer's premises under various load conditions, using instruments that are traceable to national standards. Performance characteristics are monitored, such as 'running at no-load' (creep) and 'operation of register or display', for correct operation.

A report will be issued to the User on the findings of the tests and whether the Meter complies or does not comply with the Code. In addition, a weighted average of the overall accuracy of the Meter will be calculated and provided to the User.

Where a non-compliant Metering Installation is confirmed:

- PRE will complete a Metering Installation repair (MS-6), subject to the discretion noted in that Service description to replace the Meter instead; and
- make corrections to, or replace, Energy Data in accordance with the Code. The User may witness this Metering Service.

Eligibility Criteria:

- A Service Order is submitted to PRE's nominated email address

3.11 Meter reconfiguration (EMS-11)

Service type	Extended Metering Service
Category	Technical Services
No.	EMS-11
Service Description	Meter reconfiguration

This Service is an Extended Metering Service.

This Service may be requested by the User to reconfigure the data register coding details² for a Meter, to satisfy the eligibility criteria for accessing a Reference Service (Metering) to be compatible with an exit or bidirectional service that will form a Reference Service, or other non-reference Service agreed by the Parties.

² Data register coding details are an item of Standing Data.

Metering MSLA

For example, to accommodate the addition or removal of Data Registers for the measurement of bi-directional flows.

Where this Metering Service is requested, PRE will:

- reprogram the Meter, if required; and
- reconfigure Data Register coding details to the configuration requested.

This Metering Service will be delivered remotely and the “Remote” fee defined in Schedule 4 will apply.

Where a site visit is required to perform the Metering Service, the “Manual” fee defined in Schedule 4 will apply. For the avoidance of doubt, where a site visit is not required to perform the Metering Service, the “Remote” fee defined in Schedule 4 will apply.

Upon completion of the Metering Service, Data Registers for the requested configuration will be provided from the Actual Change Date.

Eligibility Criteria:

- A Service Order is submitted to PRE’s nominated email address

3.12 Historical Energy Data provision (EMS-12)

Service type	Extended Metering Service
Category	Data Collection, Data Provision
No.	EMS-12
Service Description	Historical Energy Data provision

This Extended Metering Service may be requested by the User in accordance with the Customer Transfer Code, to obtain up to 24 months of historical Energy Data.

Where this Metering Service is requested, PRE will provide the requesting User with historical Energy Data for the requested period, in accordance with the Service Standards.

Eligibility Criteria:

- A Service Order is submitted to PRE’s nominated email address

Metering MSLA

Schedule 3 Service Standards

- This Schedule defines the Service Standard response times and performance measures for Metering Services.

Cyclic Metering Service

In respect of Metering Service SMS-1, Meters will be Read on the monthly anniversary of the PRE nominated scheduled Read date.

In respect of Metering Service EMS-5, Meters will be Read each day in respect of the preceding day.

Energy Data will be provided before 9am on the day following the Read date.

Where Actual Value is not available, Substituted and Estimated Energy Data will be provided in accordance with the Metrology Procedure.

Off-cycle Metering Services

All Standard Metering Services except SMS-1 and all Extended Metering Services except EMS-5 will be performed by the later of the requested date and the number of Business Days described in the table below after PRE gives notice of acceptance of a Service Order.

Service Standards for Standard Metering Services and Extended Metering Services

Service Code	Service Description	Business Days	
SMS-1	Meter upgrade/replace (not User requested)	12 Business Days of PRE forming the view that a service is required	
SMS-2	Remotely Collected Scheduled Meter Reading (Monthly)	Monthly	
EMS-3	Metering Installation repair	5 Business Days from the date PRE forms the view that a repair is required	
SMS-4	Standing Data provision	5 Business Days or otherwise in accordance with the requirements of the Customer Transfer Code	
EMS-1	Metering Establishment and Energisation	12 Business Days,	

“Safety by choice – not by chance”

Metering MSLA

EMS-2	De-energise (on-site)	12 Business Days but not anytime after 3pm Monday to Thursday, excluding Fridays and public holidays and any business day prior to a public holiday	
EMS-3	Re-energise (on-site)	12 Business Days or such earlier time as may be required by the Code of Conduct for the Supply of Electricity to Small Use Customers or the Metering Code.	
EMS-4	Meter Investigation	5 Business Days	
EMS-5	Remove Meter	12 Business Days	
EMS-6	Remotely Collected Scheduled Meter Reading (Daily)	5 Business Days	
EMS-7	Non-Scheduled Special Meter Reading	On-site: 12 Business Days Off-site: 5 Business Days	
EMS-8	Verify Meter Energy Data	10 Business Days	
EMS-9	Meter test (laboratory)	45 Business Days	
EMS-10	Meter test (on-site)	12 Business Days	
EMS-11	Meter reconfiguration	12 Business Days	
EMS-12	Historical Data provision	5 Business Days	

“Safety by choice – not by chance”

Metering MSLA

Performance Measurement

Timeliness

Performance to the Service Standard will be measured on the difference between the requested date of the Metering Service and the Actual Change Date.

Where a change does not occur, but a field visit is required, performance will be measured on the difference between the requested date of the Metering Service and the Field Completion Date.

Where a change does not occur, and a field visit is not required, performance will be measured on the difference between the requested date and the date of data provision.

The Standing Data provision Service Standards will involve measuring between:

- the Field Completion Date and the date the Actual Change Date (i.e. when the Registry was updated); and
- the Actual Change Date and the date of Standing Data provision (i.e. when Standing Data is published).

Where a Metering Service requires an isolation of supply, performance on a day agreed with the Customer shall be deemed compliant to the Service Standard, including where the agreed day extends beyond the Service Standard response time.

Accuracy

Table 5: Energy Data provision accuracy requirements

No.	Data Description	% accuracy
1	Remotely read Meters	98% accuracy

Performance against the key performance indicators (KPI) set out in Table 5 will be measured based on the ratio of Actual Values to the total number of Energy Data values (i.e. inclusive of estimated and substituted values) published during a reporting period:

$$\frac{\text{Number of Actual Values Published}}{(\text{Total number of values published during the reporting period})} \times 100$$

Performance will be reported to the User via a monthly key performance indicator report.

Metering MSLA

Schedule 4 Fees

This Schedule defines the Fees payable by the User for Extended Metering Services.

Metering Service	Metering Service Description	Price (GST exclusive)
EMS-1	Meter Establishment and Energisation	<ul style="list-style-type: none"> 3-phase Current Transformer meter: \$1997.50 per meter 3-phase direct current meter: 685.00 per meter Single phase meter: \$489.00 per meter
EMS-2	De-energise (on-site)	\$225.00 per meter
EMS-3	Re-energise (on-site)	\$225.00 per meter
EMS-4	Meter Investigation	\$225.00 per meter
EMS-5	Remove Meter (or relocate)	\$225.00 per meter
EMS-6	Remotely Collected Scheduled Meter Reading (Daily)	\$30.00
EMS-7	Non-Scheduled Special Meter Reading	<ul style="list-style-type: none"> On-Site: \$121.50 per meter Remote: \$30.00 per read
EMS-8	Verify Meter Energy Data	\$30.00 per read
EMS-9	Meter test (laboratory)	Price on application
EMS-10	Meter test (on-site)	\$607.50 per meter
EMS-11	Meter reconfiguration	\$225.00 per meter
EMS-12	Metering Installation repair	Price on application

Where a service is stated to be priced on application, the labour costs that will be applied in respect of considering that application and associated works will be charged at:

- An hourly rate of \$156.00 per hour ex GST 8am-5pm Mon – Fri excluding public holidays; and
- An after hours hourly rate of \$156.00 per hour ex GST.

“Safety by choice – not by chance”

Metering MSLA

EXECUTED AS AN AGREEMENT

Executed as an agreement on the _____ day of _____ 20____ by

Executed by **Peel Renewable Energy Pty Ltd (ACN 634 578 206)** in accordance with section 127(1) of the *Corporations Act 2001 (Cth)* :

Signature of Company Secretary

Signature of Director

Printed Name

Printed Name

Executed by **Add Name Here (ABN)** in accordance with section 127 (1) of the *Corporations Act 2001(Cth)*:

Signature of Company Secretary

Signature of Director

Printed Name

Printed Name

“Safety by choice – not by chance”