



**AUSGRID**  
***LOCAL NETWORK SERVICE PROVIDER***  
***(LNSP)***

***TYPE 5-7 METERING COORDINATOR***  
***(MC) APPOINTED UNDER 11.86.7 OF***  
***THE NATIONAL ELECTRICITY***  
***RULES.***

**TERMS & CONDITIONS**

**(Version 1.1 – November 2017<sup>1</sup>)**

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<sup>1</sup> To apply from 1 December 2017

**AUSGRID LOCAL NETWORK SERVICE PROVIDER (LNSP) TYPE 5-7 METERING  
COORDINATOR (MC) APPOINTED UNDER 11.86.7 OF THE NATIONAL  
ELECTRICITY RULES TERMS AND CONDITIONS**

*(Version 1.1)*

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In these Terms and Conditions, unless the context otherwise requires, the following words shall have the following meaning:

**Act** means the *Electricity Supply Act 1995* (NSW).

**Address for Service** means:

- (a) in relation to Ausgrid, 570 George St Sydney, NSW, 2000, Attention GM – Asset Management & Operations; and
- (b) in relation to the Market Participant, any of:
  - (i) the address specified in the MC Offer;
  - (ii) the address for the Market Participant listed in the Retail Operations Contact List for NSW B2B transactions published by the AEMO; or
  - (iii) the registered office of the company,

or such other address as may be notified in writing by the relevant party to the other from time to time.

**Ausgrid** means Ausgrid (ABN 78 508 211 731), partnership carried on by:

- (a) Blue Op Partner Pty Ltd (ACN 615 217 500) as trustee for the Blue Op Partner Trust;
- (b) ERIC Alpha Operator Corporation 1 Pty Ltd (ACN 612 975 096) as trustee for ERIC Alpha Operator Trust 1;
- (c) ERIC Alpha Operator Corporation 2 Pty Ltd (ACN 612 975 121) as trustee for ERIC Alpha Operator Trust 2;
- (d) ERIC Alpha Operator Corporation 3 Pty Ltd (ACN 612 975 185) as trustee for ERIC Alpha Operator Trust 3; and
- (e) ERIC Alpha Operator Corporation 4 Pty Ltd (ACN 612 975 210) as trustee for ERIC Alpha Operator Trust 4.

**B2B Process Specification Network Billing** means the specification of that name for NSW and ACT effective as at 1 July 2015 as published on AEMO's website.

**Charges** means the Network Charges and Other Charges, including any Exit Fee and Metering Asset Usage Charge.

**Commencement Date** means, subject to clause 2 (Conditions Precedent), in relation to a Metering Installation, in respect of:

- (a) a Type 5 or Type 6 Metering Installation, 1 December 2017;
- (b) a Type 7 Metering Installation where Ausgrid was the responsible person under the Rules immediately before 1 December 2017, 1 December 2017; and
- (c) any other Type 7 Metering Installation, the date the Market Participant formally accepts the MC Offer.

**Continuing Condition** has the meaning given in clause 2.2(a)

**Customer** in relation to a Metering Installation means the Market Participant's end use customer as identified in MSATS.

**Exit Fee** has the meaning given in clause 5.2.

**Force Majeure Event** means any event beyond the reasonable control of the party affected by the event, including:

- (a) any act or omission of AEMO; and
- (b) a failure in the telecommunications network which prevents the transmission of metering data.

**GST** means any goods and services tax or like tax imposed by the Commonwealth of Australia.

**Market Participant** means in relation to a Metering Installation, the *financially responsible Market Participant* in relation to the *connection point*.

**MC Offer** means an offer issued by Ausgrid to the Market Participant (in the form of Appendix 1) which is attached to and forms part of these Terms and Conditions.

**Meter Data Provider** or **MDP** means a person accredited and registered by *AEMO* as a *Meter Data Provider* or other person authorised by *AEMO* or required by the *metrology procedure* to estimate, collect, substitute (and maintain) data from Type 5-7 Metering Installations.

**Metering Asset Usage Charge** has the meaning given in clause 5.3.

**Metering Asset Use Services** has the meaning given in clause 4.1(a)(ii)ii.

**metering coordinator** has the meaning given to the term 'Metering Coordinator' in the Rules.

**Metering Coordinator Services** has the meaning given in clause 4.1(a)(i).

**Metering Equipment** means the Primary Metering Equipment.

**Metering Installation** means a *metering installation*:

- (a) which is a Type 5 or Type 6 Metering Installation or a Type 7 Metering Installation under the Rules;
- (b) for which Ausgrid is appointed as the metering coordinator under the Rules; and
- (c) unless contrary to Ausgrid's obligations as metering coordinator under the Rules, for which Ausgrid is the Local Network Service Provider for the relevant connection point.

Note: Under the Rules, "*metering installation*" means "The assembly of components including the *instrument transformer*, if any, measurement element(s) and processes, if any, recording and display equipment, *communications interface*, if any, that are controlled for the purpose of metrology and which lie between the *metering point(s)* and the point at or near the *metering point(s)* where the *energy data* is made available for collection."

**Notes:**

(1) The assembly of components may include the combination of several *metering points* to derive the metering data for a connection point.

(2) The metering installation must be classified as being for revenue purposes and/or as a check metering installation.

(3) Although an unmetered connection point does not require a meter; it is nevertheless considered as having a metering installation.

**MSATS** means the Market Settlement and Transfer Solution administered by AEMO or any replacement system.

**Network Charges** means any network charges imposed in accordance with Chapter 6B of the Rules.

**Network Price List** means Ausgrid's published AER approved network use of system prices for all network tariffs including Type 5 and 6 metering service charges.

**NMI** has the meaning given to that term by the Rules.

**Non Routine Testing** means:

- (a) the accuracy testing undertaken outside the timeframes for a Metering Installation required under schedule 7.6 of the Rules; or
- (b) any other testing requested by the Market Participant or Customer outside schedule 7.6 of the Rules.

**Ongoing Services** has the meaning given in clause 4.1(a)(ii).

**Other Charges** means charges for the provision of any Services other than Network Charges.

**Primary Metering Equipment** in the Metering Installation means:

- (a) a meter that complies with clause 7.8.2(a) of the Rules; and
- (b) where required, a communications interface which complies with the requirements of the Rules.

**Regulatory Requirements** means the Rules, any applicable legislation or subordinate legislation, and any terms or conditions applicable to any licence or authority, or any terms or conditions which AEMO, AER, a NSW Government energy department or any other regulatory authority require to be met.

**Routine Testing** means the accuracy testing undertaken within the timeframes for a Metering Installation required under schedule 7.6 of the Rules.

**Rules** means the National Electricity Rules, provided that, subject to clause (d), a reference to a clause of Chapter 7 of the Rules means the Rules as they exist at 1 December 2017'.

**Services** means any Metering Coordinator Services, Ongoing Services or Metering Asset Use Services to be provided under these Terms and Conditions.

**Site** means the site at which a Metering Installation and any corresponding Metering Equipment is, or is proposed to be, installed.

**Term** means the term of operation of these Terms and Conditions as set out in clause 3.

**Terms and Conditions** means this document entitled "the Ausgrid Local Network Service Provider (LNSP) Type 5-7 Metering Coordinator (MC) appointed under clause 11.86.7 of the National Electricity Rules Terms and Conditions", together with the MC Offer if applicable, which is attached to and form part of these Terms and Conditions.

**Type 5 or, Type 6 Metering Installation** means in relation to a metering installation, a Type 5 or Type 6 metering installation which is determined in accordance with the Rules and recorded in MSATS.

**Type 7 Metering Installation** means a type 7 *metering installation* which is determined in accordance with the Rules and recorded in MSATS.

## 1.2 Interpretation

In these Terms and Conditions:

- (a) a reference to these Terms and Conditions or another instrument includes any variation or replacement of either of them;
- (b) a reference to these Terms and Conditions includes any MC Offer executed in respect of the Metering Installation.
- (c) a reference to a statute, ordinance, the Rules or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) a reference to a particular section, schedule, chapter or other part of any statute, ordinance, the Rules or other law includes any renumbered or replacement section of the same law dealing with the same subject matter;
- (e) the singular includes the plural and vice versa;
- (f) the word person includes a firm, a body corporate, an unincorporated association or an authority;

- (g) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns;
- (h) a reference to a clause or schedule is a reference to a clause of or schedule to these Terms and Conditions;
- (i) headings are inserted for convenience and do not affect the interpretation of these Terms and Conditions; and
- (j) words written in italics have the meaning given in the Rules.

## **2. CONDITIONS PRECEDENT**

### **2.1 Conditions applicable to the Services**

Ausgrid is not required to provide the Services under these Terms and Conditions with respect to a Metering Installation unless the following conditions have been satisfied:

- (a) the Market Participant is compliant with all relevant requirements under Chapter 7 of the Rules, including the metrology procedure and associated procedures including MSATS for the appointment of Ausgrid as metering coordinator;
- (b) if the Market Participant becomes aware that a Metering Installation is not installed in compliance with the Rules the Market Participant must:
  - (i) request Ausgrid to install a compliant Metering Installation under these Terms and Conditions; or
  - (ii) ensure that the Metering Installation is installed by another person to Ausgrid's satisfaction in accordance with the Rules; and
- (c) Ausgrid and the Market Participant have not otherwise agreed any other terms and conditions under which Ausgrid will provide services as metering coordinator in respect of the Metering Installation, including:
  - (i) for Type 5 or Type 6 Metering Installations, under clause 11.86.7(c) of the Rules and prior to 1 December 2017; or
  - (ii) for Type 7 Metering Installations, under clause 7.6.4(f) of the Rules.

### **2.2 Continuing Conditions**

- (a) If, at any time during the Term, a condition in clause 2.1 is not satisfied in relation to a Metering Installation (**Continuing Condition**), the Market Participant must notify Ausgrid in writing as soon as the Market Participant becomes aware of that matter.
- (b) Ausgrid must notify the Market Participant in writing as soon as Ausgrid becomes aware that a Continuing Condition is not satisfied in relation to a Metering Installation.

- (c) If at any time during the Term, a Metering Installation fails to meet all requirements imposed by the Rules the parties must consult and determine if these Terms and Conditions should continue to apply to that Metering Installation.
- (d) If a Continuing Condition notified under clause 2.2(a) or 2.2(b) remains unsatisfied 10 business days after the date a party notifies the other party and the parties have not agreed pursuant to clause 2.1(c) that these Terms and Condition should continue to apply to the site and the relevant Market Participant is responsible for the rectification of the cause of the Continuing Condition, Ausgrid may cease providing the Services in relation to the Metering Installation.
- (e) The cessation of Services by Ausgrid in respect of a Metering Installation in accordance with this clause 2.2 does not affect any prior accrued obligation that the Market Participant has to pay Charges to Ausgrid, notwithstanding that Ausgrid has ceased to provide Services to the Market Participant.

### 3. TERM

Ausgrid must provide the Services from the Commencement Date in accordance with these Terms and Conditions for each Metering Installation until such time as the Terms and Conditions are terminated in accordance with clause 7.

### 4. SERVICES

#### 4.1 Provision of Services

- (a) The Services provided in accordance with these Terms and Conditions are:
  - (i) For the period during which Ausgrid is appointed as the metering coordinator for the Metering Installation, all services that a metering coordinator is required to provide at a Metering Installation under the Rules (**Metering Coordinator Services**);
  - (ii) in the event that Ausgrid is replaced as the metering coordinator in MSATS but:
    - i. is still recorded as the *metering provider* and/or *metering data provider* in MSATS in respect of the Metering Installation, any services that the *metering provider* and/or *metering data provider* (as applicable) is required to provide for the Metering Installation pursuant to the Rules; (**Ongoing Services**) or
    - ii. Ausgrid's Primary Metering Equipment continues to be used by the *metering coordinator*, *metering provider* or *metering data provider* for *metering* at the connection point, the provision of that Primary Metering Equipment for use for *metering*, (**Metering Asset Use Services**).
- (b) The Services do not include any other services which Ausgrid provides as the Local Network Service Provider or Distribution Network Service Provider where such other services will be provided in accordance with the applicable Regulatory Requirements

- (c) the Market Participant acknowledges that Ausgrid does not provide contestable services.
- (d) Ausgrid may only be reappointed as the metering coordinator, metering provider or metering data provider at a Type 5 or 6 metering installation on these Terms and Conditions if both Ausgrid and the Market Participant agree in writing to the reappointment.

## **4.2 Installation of Metering Equipment**

- (a) Ausgrid must notify the Market Participant to arrange for the replacement (including the installation) of Metering Equipment where the Metering Equipment must be replaced as a consequence of the identification of metering installation malfunction (as that term is defined in the Rules).

[Note: The installation of metering equipment is a contestable function where it is a new or altered connection to the Ausgrid network. The Market Participant must arrange for a Metering Provider to carry out the installation or alteration of a Metering Installation at their premises where it is a new connection or an alteration to the connection.]

- (b) Ausgrid must promptly notify the Market Participant of a metering installation malfunction which occurs to a Type 5 or 6 Metering Installation.

## **4.3 Performance**

Ausgrid must perform the Services with due care and skill.

## **4.4 Delegation**

- (a) The Market Participant acknowledges that Ausgrid may delegate to any person (including any Metering Provider or Metering Data Provider) the carrying out of all or any part of the Services.
- (b) If Ausgrid does delegate the carrying out of any of the Services, Ausgrid remains responsible to the Market Participant for the carrying out of those Services.

## **4.5 Alterations to Metering Installations**

Each party must notify the other party of any alteration to a Metering Installation of which it is aware which affects the classification of the Metering Installation under the Rules, the status of the NMIs or the removal or addition of NMIs.

# **5. PRICING AND PAYMENT**

## **5.1 Fees and Other Charges**

- (a) During the Term, the Charges payable by the Market Participant shall be determined in accordance with the current Ausgrid publication Connection Policy – Connection Charges and Network Price List where applicable or otherwise any equivalent publication approved by the AER,
- (b) Other Charges are only payable for services requested by the Market Participant at a price or rate agreed by the parties in writing



- (c) For the avoidance of doubt:
  - (i) unless expressly referred to, the Other Charges do not include GST;
  - (ii) any liability for GST arising from any supply of goods, services or other things under this agreement will be:
    - (A) to the account of the recipient of the supply;
    - (B) payable in addition to any other payments required under this agreement upon presentation by the supplier of an invoice which correctly details the GST liability.
    - (C) payable at the same time as the relevant Other Charges are payable; and
    - (D) calculated by multiplying the Other Charges by the then prevailing GST rate.

## 5.2 Exit Fee

- (a) Ausgrid may from time to time charge the Market Participant a fee to recover costs and charges of Ausgrid in connection with another metering coordinator being appointed in respect of the Metering Installation or its Metering Equipment being replaced (**Exit Fee**), to the extent that such charges are approved or allowed by the AER.
- (b) Where an Exit Fee includes an element which represents an ongoing capital charge for a Metering Installation installed prior to 1 July 2015, Ausgrid must provide the Market Participant such information regarding the capital charge (such as when the capital charge will cease) as the Market Participant may reasonably request from time to time. Ausgrid must promptly notify the Market Participant when a capital charge ceases to apply to a Metering Installation.

## 5.3 Metering Asset Usage Charge

Ausgrid may charge the Market Participant fees for the use of Ausgrid's Metering Equipment, which will be levied as a charge for 'meter provision' to the extent approved or allowed by the AER in the event that:

- (a) Ausgrid is no longer recorded as the metering coordinator, metering provider or metering data provider (as those terms are defined in the Rules) in MSATS;
- (b) Ausgrid's Metering Equipment remains installed at the Metering Installation; and
- (c) Ausgrid's Metering Equipment continues to be used by the metering coordinator, metering provider or metering data provider for the metering of the connection point.
- (d) Ausgrid has not entered into an agreement with the new metering coordinator or any other entity under which it recovers a fee for the use of its Metering Equipment installed at the connection point.

## **5.4 Network Charges**

To the extent that the cost of providing the Services under these Terms and Conditions is recovered by Ausgrid through Network Charges, Ausgrid must charge for the Services in accordance with Chapter 6B.

## **5.5 Invoice**

As soon as practicable after the end of each calendar month (or at such other intervals as agreed between Ausgrid and the Market Participant), Ausgrid must issue to the Market Participant an invoice for *network charges* and Other Charges for that month in accordance with Regulatory Requirements.

[Note: The charges contemplated by clause 5.4 will be invoiced by Ausgrid in accordance with 6B.A2.4 of the Rules or any replacement of that Rule.]

## **5.6 Terms for payment**

The Market Participant must pay the invoice issued under clause 5.5 in accordance with the NSW B2B Process Specification Network Billing.

## **5.7 No set-off**

The Market Participant must not (nor is it entitled to) set-off or deduct from any amount payable to Ausgrid under these Terms and Conditions, any amount payable by Ausgrid to the Market Participant under any agreement.

## **5.8 Payment disputes process**

If the Market Participant disputes an amount (the disputed amount) set out in an invoice issued under clause 5.5 of the provisions of clause 6B.A3.3 of the Rules shall be applied as if:

- (a) the Market Participant was a retailer;
- (b) Ausgrid was a Distribution Network Service Provider;
- (c) a reference to a 'statement of charges' was a reference to an invoice issued under clause 5.5.

## **6. OTHER OBLIGATIONS**

### **6.1 Title to Metering Equipment**

Except where expressly provided otherwise in these Terms and Conditions title to the Primary Metering Equipment remains with Ausgrid or its nominee;

### **6.2 Non-interference with Metering Equipment**

- (a) The Market Participant must, and must use reasonable endeavours to ensure that the customer and all persons authorised or engaged by the Market Participant in relation to the Site where the Metering Equipment is located must:

- (i) comply with all obligations under the Rules with respect to Metering Equipment and the Metering Installation and use reasonable endeavours to ensure its Customers comply with those obligations;
  - (ii) not interfere with the Metering Installation or the Metering Equipment otherwise than as permitted or required under law or let anyone else do so;
  - (iii) take all reasonable precaution to protect the Metering Installation and the Metering Equipment from damage;
  - (iv) comply with any reasonable request of Ausgrid intended to protect the Metering Installation and the Metering Equipment;
  - (v) keep the Metering Installation and the Metering Equipment in premises which are maintained in good condition and are kept dry and suitably lit; and
  - (vi) not commit any offence under Division 1 of Part 6 of the Act.
- (b) The Market Participant shall pay the cost of making good any damage caused to the Metering Equipment by the Market Participant, its agents or employees or the cost of replacing the Metering Equipment except to the extent that the Market Participant establishes to the satisfaction of Ausgrid that the damage was caused by the wrongful act or omission of Ausgrid or any of its employees, agent or independent contractors.

### **6.3 Notices and Communication**

Except where expressly provided otherwise, all notices and communications under these Terms and Conditions between Ausgrid and the Market Participant, their agents and subcontractors (including, without limitation, any *metering coordinator*, *metering provider* or *metering data* provider appointed by the Market Participant) with respect to the *connection point* and the Metering Installation must be in accordance with the communication methods provided for under Chapter 7 of the Rules including MSATS and the *B2B Procedures*.

### **6.4 Access**

The Market Participant must use best endeavours to ensure that the Customer and all other relevant persons provide to Ausgrid and each of its authorised representatives and subcontractors:

- (a) free of charge such land use rights as Ausgrid reasonably requires in order to perform its obligations under these Terms and Conditions and under the Rules;
- (b) safe, unobstructed and timely access to the Metering Installation and the Metering Equipment subject to any reasonable restrictions agreed between the parties; and
- (c) the right at any reasonable time on reasonable notice (or in the case of an emergency or in the case of potential danger, the right at any time without notice) to disconnect the supply of energy to the Site and any other property so as to enable Ausgrid to avoid danger and to comply with its obligations under these Terms and Conditions or under the Regulatory Requirements.

## **6.5 Security**

- (a) The Market Participant must use reasonable endeavours to ensure:
  - (i) the safety and security of the Metering Installation and the Metering Equipment, including each communications interface (where installed); and
  - (ii) the Metering Installation and the Metering Equipment is secure and is not damaged.
- (b) The Market Participant must ensure that no person, including any Metering Provider, has access to or be authorised to alter, adjust or otherwise interfere with the Metering Installation and the Metering Equipment without the prior written consent of Ausgrid except where a new metering coordinator has been appointed in MSATS.

## **6.6 Failure in Telecommunications Network**

- (a) Ausgrid takes no responsibility for failure in communications from the Metering Installation beyond its direct control, including for example where the failure occurs as a result of a failure in the telephony or data collection network of a telecommunications carrier.
- (b) Where failure in the telecommunications network occurs, Ausgrid will use its reasonable endeavours to utilise another communications system and the Market Participant must bear any additional cost for connection to the alternative communications network, where Ausgrid must advise the Market Participant of the additional cost before connection.

## **6.7 Supply and accuracy of information**

- (a) The Market Participant must supply to Ausgrid in MSATS, in a timely manner and in accordance with the B2B Procedures (as that term is defined in the Rules), such information relating to the Metering Installation and the Customer as Ausgrid reasonably requests and is required to enable Ausgrid to provide the Services under these Terms and Conditions.
- (b) The Market Participant must use best endeavours to ensure that information (including without limitation in respect of any separation, amalgamation or consolidation of any Sites or account information or any alteration that may impact on the metering at the site) is accurate and complete in all respects.

## **6.8 Use of Metering Installation**

The Market Participant must ensure that the Metering Installation and the Metering Equipment is only used so as to fulfil the requirements of the Rules unless Ausgrid otherwise agrees (which agreement shall not be unreasonably withheld) and provided that any such use remains consistent with the Rules.

## 6.9 Shared use of Metering Installation

Ausgrid may, in its discretion, permit any other Market Participant or any other person to use the Metering Installation and the Metering Equipment for any purpose provided that such additional use remains consistent with the Rules.

## 6.10 Testing of a Metering Installation

- (a) If requested by a Market Participant, Ausgrid will arrange for the Non Routine Testing of a Metering Installation (other than a Type 7 Metering Installation) in accordance with the metrology procedure.
- (b) Prior to conducting Non Routine Testing, Ausgrid may schedule an off cycle meter reading to determine if an error occurred at the time of the routine meter read. If this off cycle meter reading alleviates the problem, Ausgrid will notify the Market Participant of the outcome and will not test the Metering Installation, unless requested to do so by the Market Participant.
- (c) Ausgrid may conduct at any time, in consultation with the Market Participant or the Customer, Routine Testing of a Metering Installation (other than a Type 7 Metering Installation).
- (d) If Ausgrid determines during Routine Testing or Non Routine Testing that a Metering Installation has failed the accuracy test point requirements defined in schedule 7.6 of the Rules, Ausgrid will notify the Market Participant to replace the Metering Equipment in question which may involve the replacement of more than one piece of Primary Metering Equipment located at the Metering Installation.
- (e) Subject to the Regulatory Requirements, Ausgrid will only consider a meter as not registering correctly if (and only if) the meter error in registration is greater than 2%, either in excess or deficiency. As schedule 7.6 of the Rules state specific test points that must be tested and due to the variance in a Customer's load at a Metering Installation, the following equation may be used by Ausgrid to determine registration error of Primary Metering Equipment:

$$E = \frac{((3 \times HL) + LL + PF)}{5} \%$$

where

E = Error in Registration  
HL = kWh error at 100%  $I_{b/n}$  / PF=1.0  
LL = kWh error at 10%  $I_{b/n}$  / PF=1.0  
PF = kWh error at 100%  $I_{b/n}$  / PF=0.5 lag

## 6.11 Obligations in the event of *meter churn*

In the event that a Metering Installation requires replacement or removal, including where we notify you of a *metering installation malfunction* under clause 4.2(b), you must:

- (a) promptly appoint a new metering coordinator in respect of the Metering Installation;

- (b) take all practical steps to ensure that a new metering provider and metering data provider are recorded in MSATS as close as practicable to the date that the new metering coordinator is recorded in MSATS;
- (c) take all practical steps to ensure that the Metering Installation is removed or replaced on a date as close as practicable to the date the new metering coordinator is recorded in MSATS.

## **6.12 Meter asset replacement forecast**

To allow the Market Participant to comply with its obligations under clause 6.11 of these Terms and Conditions, Ausgrid may upon receipt of a request in writing from you, by no later than 31 July each year (or by such later date as the parties may agree in writing) provide the Market Participant with a forecast estimate of the total number of *metering installation malfunction* notifications Ausgrid expects to issue all Market Participants in the coming financial year.

## **7. CESSATION OF APPOINTMENT AS METERING COORDINATOR**

### **7.1 When appointment as metering coordinator ceases**

Ausgrid's appointment as the *metering coordinator* at a Metering Installation ceases when:

- (a) the Market Participant ceases to be registered as a Market Participant;
- (b) the Market Participant ceases to be the financially responsible Market Participant for the relevant connection point;
- (c) Ausgrid is no longer recorded as the metering coordinator in MSATS in respect of the Metering Installation;
- (d) Ausgrid ceases to be the Local Network Service Provider at the connection point;
- (e) the Services provided with respect to a Type 5 or Type 6 Metering Installation cease to be classified by the AER as direct control services;
- (f) the appointment ceases in accordance with clause 11.86.7 of the Rules; or
- (g) the financially responsible Market Participant, by reasonable notice to the Metering Coordinator, terminates the appointment or deemed appointment of the Metering Coordinator.

### **7.2 Market Participant's obligations after cessation of metering coordinator appointment**

In the event that Ausgrid's appointment as the *metering coordinator* ceases at one or more Metering Installations in accordance with clause 7.1 of these Terms and Conditions, the Market Participant must:

- (a) pay to Ausgrid all amounts in respect of the Services under any invoice, including:

- (i) any invoice issued after the date of cessation of Ausgrid's appointment as the metering coordinator; and
  - (ii) any invoice issued in respect of any Ongoing Services provided by Ausgrid in respect of a Metering Installation;
- (b) pay Ausgrid for work done and expenditure made in respect of the Services since the date of the last invoice and up to and including the date termination of the Terms and Conditions takes effect; and
  - (c) if required, must take all practical steps to promptly and carefully remove and safely return to Ausgrid or its nominee all Primary Metering Equipment to enable Ausgrid to perform any obligations Ausgrid may have under the Regulatory Requirements to provide metering data services in respect of the Metering Installation, and ensure that the returned Metering Equipment is in the same condition as it was prior to its removal;
  - (d) promptly appoint a new metering coordinator in respect of the Metering Installation and require the new metering coordinator to promptly appoint a new metering provider and metering data provider;
  - (e) take all practical steps to ensure that a new metering provider and metering data provider are recorded in MSATS as close as practicable to the date that the new metering coordinator is recorded in MSATS; and
  - (f) take all practical steps to ensure that the Metering Installation is removed or replaced on a date that is as close as practicable to the date the new metering coordinator, is recorded in MSATS is as close as practicable to the date that the Metering Installation will be removed or replaced.

## **8. TERMINATION**

### **8.1 Termination by either party**

- (a) These Terms and Conditions shall terminate with immediate effect when:
  - (i) Ausgrid has ceased to provide Metering Coordinator Services at any connection point where the Market Participant is the financially responsible Market Participant;
  - (ii) Ausgrid has ceased to provide any Ongoing Services or Metering Asset Use Services to the Market Participant; and
  - (iii) the Market Participant has paid all outstanding charges to Ausgrid.
- (b) Termination of these Terms and Conditions pursuant to this clause 8.1 shall be without prejudice to the rights of Ausgrid or the Market Participant (as the case may be) accruing up to the date the termination takes effect.

### **8.2 Obligations surviving termination**

- (a) The Market Participant must continue to perform all of its obligations under clause 7.2 after the date termination of these Terms and Conditions takes effect.

- (b) Without limiting any clause which as a matter of interpretation is intended to survive the termination of these Terms and Conditions, the obligations under clause 8 (Termination), 9 (Exclusions and Limitations), 12 (Dispute Resolution) and 15 (General) impose continuing obligations on the Parties and survive termination of these Terms and Conditions.
- (c) Each indemnity in these Terms and Conditions survives termination of these Terms and Conditions.

## 9. EXCLUSIONS AND LIMITATIONS

### 9.1 Consequential loss

Notwithstanding any other provision of these Terms and Conditions or otherwise but only to the extent permitted by law, neither party shall be liable to the other party in contract or in tort (including negligence):

- (a) for any special, consequential or indirect loss, cost, damage, harm or injury (including, without limitation, economic loss, loss of market, loss of profit or loss of contract), except for losses arising from:
  - (i) wilful misconduct;
  - (ii) repudiation of these Terms and Conditions;
  - (iii) the fraud of a party of its agents;
  - (iv) personal injury including sickness or death;
  - (v) damage to tangible property.
- (b) for any fine or penalty that may be imposed under or in respect of the Rules, which a party (**First Party**) or any other person may suffer or incur as a result of or in connection with any act or omission of the other party (**Second Party**) under or in relation to these Terms and Conditions or the provision of or failure to provide any of the Services (including the supply of any goods) except to the extent that such fine or penalty is caused by the breach or default of the Second Party,

### 9.2 Limitation of liability

To the full extent permitted by law, the liability of Ausgrid to the Market Participant in contract or in tort (including in negligence) for any loss, cost, damage, liability, claim, expense, harm or injury which the Market Participant or any other person may suffer or incur as a direct or indirect result of or in connection with any act or omission of Ausgrid under or in relation to these Terms and Conditions or the provision of or failure to provide any of the Services (including the supply of any goods) shall be limited at Ausgrid's sole discretion to:

- (a) in the case where Ausgrid has supplied (or failed to supply) goods:
  - (i) replacement of the goods or supply of equivalent goods;



- (ii) the repair of the goods;
  - (iii) the payment of the cost of replacing the goods or the acquiring of equivalent goods; or
  - (iv) the payment of the cost of having the goods repaired;
- (b) in the case where Ausgrid has supplied (or failed to supply) services:
- (i) the supply of the services again by Ausgrid; or
  - (ii) the payment of the cost of having the services supplied again.
- (c) in all other cases except for personal injury and death, the total amount charged by Ausgrid for services provided by Ausgrid in respect of a Metering Installation in the 12 months immediately preceding the act or omission giving rise to the loss, cost, damage, expense, harm or injury which the Market Participant or any other persons suffered or incurred.
- (d) Ausgrid's liability for:
- (i) personal injury or death;
  - (ii) fraud; or
  - (iii) wilful misconduct,
- will be unlimited to the extent it is caused by Ausgrid's acts or omissions.

### **9.3 Acknowledgment by Market Participant**

To the full extent permitted by law:

- (a) the Market Participant acknowledges that it relies on its own skill and judgment in relation to the Services (including any goods) supplied by Ausgrid; and
- (b) Ausgrid shall be under no liability for any unsuitability for any purpose of the Metering Equipment in respect of any knowledge which it may possess as to the purpose for which the Metering Equipment were required by the Market Participant unless that purpose has been specifically notified to Ausgrid in writing prior to the execution by the Market Participant of the MC Offer.

## **10. INDEMNITY**

The Market Participant must indemnify and hold harmless Ausgrid and each of its employees, officers, agents and contractors against all losses, costs, damages, liabilities, claims, expenses, harm or injury (including but not limited to legal costs on a solicitor and own client basis and defence settlement costs) which any of them may suffer or incur arising out of or in connection with:

- (a) any breach by the Market Participant of these Terms and Conditions;

- (b) the negligence or wrongful act or omission of the Market Participant or any of its employees, officers, agents or contractors; and
- (c) any penalty or fine imposed on Ausgrid under the Rules in relation to the Metering Installation, except to the extent that the penalty or fine was imposed as a direct result of the negligence of Ausgrid or any of its employees, agents, officers or contractors;
- (d) any:
  - (i) negligence or wrongful act or omission of; or
  - (ii) claim, suit, action, proceeding or demand made against Ausgrid or any of its officers, employees, agents or contractors by,
    - any third party or any of its employees, officers, agents or contractors (including without limitation AEMO, any *Transmission Network Service Provider* in or an end use customer of the Market Participant) directly or indirectly arising out of or in connection with:
  - (iii) (the Metering Installation; or
  - (iv) the provision of or failure to provide any of the Services (including the supply of any goods),

except to the extent that the loss, cost, damage, liability, claim, expense, harm or injury was directly caused by any wrongful act of Ausgrid in breach of these Terms and Conditions.

## **12. DISPUTE RESOLUTION**

### **12.1 Dispute Resolution**

- (a) If any dispute arises in relation to the Services provided under these Terms and Conditions either party may give written notice to the other of the dispute.
- (b) Within 14 days of receipt of a notice the representatives of each party will meet to discuss the dispute.
- (c) If the dispute is not resolved within 14 days of the parties' representative meeting, the parties will within 14 days have a meeting between the two chief executives of the parties.
- (d) If the dispute is not resolved within 14 days of the parties' chief executives meeting, the parties will refer the dispute to mediation for a period of 14 days (or longer period agreed between the parties) by a mediator appointed by agreement between the parties.
- (e) If the parties fail to agree as to the appointment of a mediator within 7 days after the reference to mediation, the mediator will be appointed by the Australian Dispute Centre.

- (f) The procedures of the Australian Dispute Centre will apply to any mediation under this clause and the parties will share equally in all reasonable costs of the mediator, but will otherwise bear their own costs of the mediation.
- (g) If within 28 days of the appointment of the mediator the dispute is not resolved, then the parties will be free from that point to either agree on some other course of action to resolve the dispute or (alternatively) either party may pursue any legal or other remedy it may be entitled to pursue in relation to the dispute.

## **13. FORCE MAJEURE**

### **13.1 Suspension of Obligations**

- (a) If either party is unable wholly or in part to perform, or delayed in performing, an obligation under these Terms and Conditions by reason of an Force Majeure Event, then these Terms and Conditions shall remain in effect except that the affected party's obligations shall be suspended without liability for a period equal to the period during which the affected party is unable to wholly or in part perform, or is delayed in performing its obligations.
- (b) Clause 13.1(a) of these Terms and Conditions applies only to the extent that the Force Majeure Event or its consequences could not have been prevented by the affected party exercising reasonable care and due diligence.
- (c) If any Force Majeure Event has the result that Ausgrid is not able to perform its obligations under these Terms and Conditions, the Market Participant will not be obliged to pay any non-capital fees in respect of the affected services unless the Market Participant is able to use substituted or estimated metering data in relation to the Metering Installation or the Metering Equipment affected by the Force Majeure Event.

### **13.2 Notice and mitigation**

If Ausgrid's obligations under these Terms and Conditions are suspended as a result of a Force Majeure Event, it shall give notice to the Market Participant of the Force Majeure Event and use its reasonable endeavours to mitigate the consequences of that Force Majeure Event. However, nothing in this clause shall require Ausgrid to settle any labour dispute that constitutes a Force Majeure Event.

## **14. NOTICES**

- (a) Any notices under these Terms and Conditions other than those communicated in accordance with clause 6.3:
  - (i) must be in writing, in English and signed by a person duly authorised by the sender; and
  - (ii) hand delivered, sent by prepaid post, facsimile or email to the recipient's address for notices, as varied by any notice given by the recipient to the sender.
- (b) A notice given in accordance with clause 14(a) takes effect when taken to be received (or at a later time specified in it) and is taken to be received:

- (i) if hand delivered, on delivery;
  - (ii) if sent by prepaid, certified or registered post, on the second Business Day after the date of posting (or on the seventh business day after the date of posting if posted to or from a place outside Australia);
  - (iii) if sent by email, an hour after the time the sender's information system recorded that the email left the sender's information system unless, within four business hours, the sender is informed (by automatic notice or otherwise) that the email has not been received by the recipient,
- but if the delivery, receipt or transmission is not on a *business day* or is after 5.00pm on a *business day*, the notice is taken to be received at 9.00am on the next *business day*.

## **15. GENERAL PROVISIONS**

### **15.1 Further Assurances**

Each party must take all steps, execute all documents and do everything reasonably required by the other party to give effect to any of the requirements contemplated by these Terms and Conditions.

### **15.2 Conflict in documentation**

To the extent that any conflict exists between these Terms and Conditions (as varied, if applicable) and any other documentation or correspondence forming part of any agreement, these Terms and Conditions (as varied, if applicable) shall be paramount and prevail.

### **15.3 No partnership**

These Terms and Conditions must not be interpreted as constituting:

- (a) the relationship between the parties as a partnership, quasi-partnership, joint venture or other association under which one party may be liable for the acts or omissions of the other; or
- (b) one party as the general agent or representative of the other party or having the authority to pledge or purport to pledge the credit of the other party.

### **15.4 Entire agreement**

These Terms and Conditions are the entire agreement of the parties in relation to its subject matter and supersedes all other statements, representations, negotiations, arrangements, understandings, quotations, offers, tenders or agreements.

### **15.5 Assignment and delegation**

- (a) Ausgrid may sub-contract or delegate the performance of any of its obligations and duties without the prior consent of the Market Participant.

- (b) Subject to clause 15.5(c), neither Ausgrid nor the Market Participant may assign these Terms and Conditions or any part of it without the written consent of the other, such consent not to be unreasonably withheld.
- (c) The Market Participant acknowledges and consents to Ausgrid novating or assigning these Terms and Conditions to one or more of its affiliated entities (as that term is defined in the Australian Energy Regulator's Ring-Fencing Guideline) provided the entity has the technical and financial capability and holds all necessary licences, authorisations, registrations or exemptions to enable it to perform Ausgrid's obligations under these Terms and Conditions. Ausgrid shall promptly notify the Market Participant of any such novation or assignment.

## **15.6 Indemnities**

The indemnities in these Terms and Conditions are:

- (a) continuing, separate and independent obligations of the parties from their other obligations and survive the termination of these Terms and Conditions; and
- (b) absolute and unconditional and unaffected by anything that might have the effect of prejudicing, releasing, discharging or affecting in any other way the liability of the party giving the indemnity.

## **15.7 Amendment**

These Terms and Conditions may be amended only by a document signed by all parties.

## **15.8 Severability**

- (a) If any of these Terms or Conditions is held by any court or tribunal jurisdiction to be invalid or otherwise unenforceable, that provision, to the extent of that invalidity or unenforceability shall, be severed from these Terms and Conditions.
- (b) These Terms and Conditions shall continue to be effective, enforceable and valid notwithstanding such severance.

## **15.9 Waiver**

Any waiver, or purported or implied waiver, by a party of strict compliance with these Terms and Conditions shall not be deemed a waiver unless it is in writing and signed by an authorised officer of the relevant party and shall not prejudice the rights of waiving party in respect of any breach of these Terms and Conditions to which the waiver does not specifically relate.

## **15.10 Counterparts**

These Terms and Conditions may be signed in counterparts and all counterparts taken together constitute one document.

## **15.11 Governing Law and Jurisdiction**

These Terms and Conditions are governed by the laws of New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts

exercising jurisdiction there and waives, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.

## Appendix 1

### MC OFFER



TO : [Market Participant]  
[Market Participant contact]  
FAX NO : [Number]  
DATE : [\*]

*TYPE 7 METERING COORDINATOR SERVICES – MC OFFER NO: [Offer number]*

[COMPANY NAME]

Thank you for your request under clause 7.6.4(e) of the National Electricity Rules for an offer from Ausgrid as the Local Network Service Provider to act as the *metering coordinator* in respect to all of your Type 7 metering installations connected to, or proposed to be connected to, Ausgrid's distribution network.

Ausgrid offers to act as *metering coordinator* under the National Electricity Rules in respect to all Type 7 Metering Installation(s) as identified in MSATS as being connected to the Ausgrid *distribution network*. The Terms and Conditions upon which this offer is made are set out in attached "*Ausgrid Local Network Services Provider(LNSP) – Metering Type 5-7 Metering Coordinator (MC) appointed under 11.86.7 of the National Electricity Rules Terms and Conditions - November 2017 Version 1.1*" (the Terms and Conditions).

This MC Offer is valid while you are registered in MSATS as the *financially responsible Market Participant* for the *connection point* for the Type 7 Metering Installation connected to the Ausgrid *distribution network* and Ausgrid is the *metering coordinator* for the Metering Installation.

To accept this MC Offer, please complete and sign this offer, attach to a copy of the Terms and Conditions and return the bundle to Ausgrid by email [pums@ausgrid.com.au](mailto:pums@ausgrid.com.au), fax to [02] 9269 2830 or post to 570 George St, Sydney. This MC Offer should be signed by a director, secretary or officer of the Market Participant authorised for this purpose and a copy of the relevant authorisation should be returned together the signed copy of this MC Offer where the signatory is not a director or chief executive officer of the Market Participant.

[Note: The installation of metering equipment is a contestable function where it is a new or altered connection to the Ausgrid network. The Market Participant must arrange for another person to carry out the installation or alteration of a Metering Installation at their premises where it is a new connection or an alteration to the connection.]

Yours faithfully

Ausgrid

**MC OFFER**

This offer is accepted. MC Offer NO: [Offer Number].

Name of Market Participant: .....

Representative/Delegated Officer: .....

Signature: ..... Date: .....

Copy of authorisation provided? (Where signatory is not a director or chief executive of the Market Participant).