



Demand Side Management (DSM)

Terms and conditions for provision of DSM services



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Acknowledgement of Country

Synergy acknowledges the Traditional Custodians of the lands on which we walk, work and live. We acknowledge and pay our respect to Elders past, present and emerging as we work together for a united future.

Terms and conditions for provision of DSM services

1. Contract Term

Subject to clause 2, this *contract*.

- (a) commences on the *commencement date*; and
- (b) ends on the *end date* (unless terminated earlier under clause 9).

2. Conditions Precedent

- (a) Except for the clauses specified in clause 2(g), this *contract* has no legal effect unless and until all of the following *conditions precedent* are satisfied:
 - (i) the *customer* gives Synergy sufficient access to the *premises* to enable Synergy or its representative to install, test and

commission Synergy's equipment for the purposes of this *contract*;

- (ii) Synergy completes (to Synergy's reasonable satisfaction) the installation, testing and commissioning of Synergy's equipment;
 - (iii) Synergy completes testing of the *customer's equipment* which demonstrates (to Synergy's reasonable satisfaction) that the *customer* and the *customer's equipment* can comply with the *communication and control requirements*; and
 - (iv) any additional *conditions precedent* specified in Schedule 1, if any.
- (b) The *customer* must cooperate with, and provide reasonable assistance to, Synergy to ensure that each *condition precedent* is satisfied as soon as reasonably practicable and in any event by the *condition precedent satisfaction date*.
 - (c) The *conditions precedent* are for Synergy's benefit and may only be waived by Synergy by giving notice in writing to the *customer*.
 - (d) Synergy may terminate this *contract* if a *condition precedent* is not satisfied by the *condition precedent satisfaction date*.
 - (e) Synergy may, notwithstanding satisfaction of the *conditions precedent* by the *condition precedent satisfaction date* and in its sole discretion, delay the *commencement date* by up to 12 months on giving 30 days' notice in writing to the *customer*.
 - (f) If Synergy terminates this *contract* under clause 2(d), clause 9.3 applies with respect to the termination.
 - (g) This clause 2 (Conditions precedent) and clauses 1 (Contract term), 4.1(a), 8 (Liability), 9 (Termination), 10 (Dispute Resolution), 11 (Equipment and Access), 12 (Notices and Communications), 13 (Miscellaneous) and 14 (Interpretation) take effect on the date when this *contract* has been executed by all of the parties to it.
 - (h) If the *customer* passes the testing set out under clause 2(a), Synergy will pay the *customer* as if the *customer* had responded to an *activation notice* in accordance with clause 5 and in accordance with the payment terms set out in clause 7.

3. Service

3.1 Service obligations

- (a) On and from the *commencement date* and for the *contract term*, the *customer* must:
 - (i) operate and maintain the *customer's equipment* in accordance with *good electricity industry practice*;
 - (ii) not provide, or offer or agree to provide, any demand side

expected to, adversely affect the *customer's* ability to provide the *DSM service*.

- (iii) ensure the *customer's equipment* is *available* to provide the *DSM service*;
 - (iv) ensure that the *customer* and the *customer's equipment* complies with the *communication and control requirements*;
 - (v) provide the *DSM service* when required to do so by *Synergy* in accordance with the relevant *activation notice* and otherwise in accordance with this *contract*; and
 - (vi) not enter into or be a party to any contractual or legal arrangement relating to the *customer's equipment* (other than in the ordinary course of business) that may adversely affect the *customer's* ability to provide the *DSM service*.
- (b) The *customer* must ensure that:
- (i) the *DSM service* can be activated in accordance with the *communication protocol* when notified by *Synergy* (or via an electronic platform);
 - (ii) the *customer's equipment* can provide the *DSM service* for up to the *maximum activation event duration*;
 - (iii) the provision of the *DSM service* can be recorded by *Synergy's equipment* at the *premises* at a granularity of 5 minutes; and
 - (iv) any *additional service obligation*, (the ***communication and control requirements***).

3.2 Changes in customer's equipment or DSM connection point (NMI)

- (a) The *customer* must notify *Synergy* as soon as possible if:
- (i) there are any changes during the *contract term* with respect to:
 - (A) the *customer's equipment*;
 - (B) a *DSM connection point*; or
 - (C) the *customer's* ability to provide the *DSM service*; or
 - (ii) the *customer* becomes insolvent.
- (b) The *customer* must not, without *Synergy's* prior written approval (such approval not to be *unreasonably* withheld or delayed) change or modify the *customer's equipment* or a *DSM connection point* if that change or modification will, or could reasonably be

3.3 Provision of information

- (a) *Synergy* may request the *customer* to provide information to *Synergy* from time to time in relation to this *contract* under the *communication protocol*.
- (b) The *customer* must provide the requested information to *Synergy* as soon as possible after receiving any request for information.

3.4 Relationship with market support contracts

The *customer* acknowledges that *Synergy* has entered into, or may enter into, one or more *market support contracts* during the *contract term* and that the provision of the *DSM service* by the *customer* may be used by *Synergy* to facilitate *Synergy's* compliance with those *market support contracts*.

4. Availability of Service

4.1 Determining availability

- (a) The *customer* acknowledges and agrees that *Synergy* will measure the *customer's baseline quantity* at any time from the date of this *contract*.
- (b) The *DSM service* is taken to be *available* for the purposes of this *contract* unless:
- (i) the *customer* has notified *Synergy* that the *DSM service* is *unavailable*;
 - (ii) *Synergy* loses communication with, or visibility of, the *customer's equipment*;
 - (iii) the *customer* fails to comply with an *activation notice*;
 - (iv) the *customer's* equipment fails a service test; or
 - (v) the *customer's equipment* is subject to planned or unplanned maintenance in the period commencing 3 hours before the start of the *service period* and ending at the end of the *service period*, regardless of the cause.

4.2 Unavailability notice

- (a) The *customer* must notify *Synergy* as soon as possible (by telephone and email) if it considers that the *DSM service* is or will become *unavailable* for any reason.
- (b) The *customer's* notice given under clause 4.2(a) must include:
- (i) when the *DSM service* became or will become *unavailable*;
 - (ii) the expected period of *unavailability*; and
 - (iii) the cause of the *unavailability*.
- (c) The *customer* must notify *Synergy* as soon as possible (by telephone and email) when

the *DSM service* becomes available after a period of *unavailability*.

- (d) The *customer* must provide to *Synergy* its planned maintenance plan (for *Synergy*'s information) at least 4 weeks prior to the *commencement date* and notify *Synergy* of any changes as soon as reasonably practicable but in any event within 1 week of the change.

4.3 Consequences of unavailability

If the *DSM service* is, or is taken to be, *unavailable* under this *contract*, *Synergy*:

- (a) may withhold any payments during the period of *unavailability*; and
- (b) the *Availability Price* will be reduced in accordance with Schedule 3.

5. Activation of Service

- (a) The *customer* must provide the *DSM service* when requested by *Synergy* via an *activation notice*.
- (b) *Synergy* may issue an *activation notice* to the *customer* at any time in accordance with the *communication protocol*.

6. Service Test

6.1 Service test

Synergy may require the *customer* to carry out a *service test* at the *customer*'s cost, at any time to:

- (a) confirm that the *DSM service* can be provided; and
- (b) ensure the *customer* can comply with an *activation notice* and give an acknowledgment of receipt of such notice,

including following a change in the *customer*'s *equipment* or to the *DSM connection point*.

6.2 Service test process

- (a) The *customer* must comply with any *service test* requested by *Synergy*.
- (b) *Synergy* will notify the *customer* whether the *customer* passes or fails the *service test*.

6.3 Deemed unavailability

If the *customer* fails a *service test*, the *DSM service* is taken to be *unavailable* until the *customer* passes a *service test*.

7. Payment and Invoicing

7.1 Service Payment

- (a) *Synergy* must pay the *customer* the *service payment* in accordance with this clause 7.
- (b) *Synergy* must calculate the *service payment* payable for each *settlement period* in accordance with Schedule 3.

7.2 Recipient created tax invoice

- (a) On the 20th *business day* after each month, *Synergy* must issue a recipient created tax

invoice to the *customer* setting out the *service payment* payable for that month.

- (b) The *customer* must provide any information and do anything that *Synergy* reasonably requires to facilitate the issue of the invoice.
- (c) If the *customer* disagrees with an invoice issued under clause 7.2(a), the *customer* may lodge a notice of disagreement with *Synergy* by no later than 5pm AWST within 20 Business Days following the date on which the invoice was issued.
- (d) *Synergy* will, within one month of receipt of a notice of disagreement, respond to the notice of disagreement by:
 - (i) indicating any revisions to the invoice and issuing a revised invoice; or
 - (ii) disagreeing with the notice of disagreement (and therefore taking no action).
- (e) If the *customer* is not satisfied with *Synergy*'s response pursuant to clause 7.2(d), the *customer* may commence a dispute in accordance with clause 10.

7.3

Payment by Synergy

- (a) *Synergy* must pay to the *customer* the amount due under a recipient created tax invoice issued in accordance with clause 7.2 to the *customer* within 60 days of the date of invoice.
- (b) *Synergy* will pay the *service payment* in Australian Dollars by crediting the *service payment* from the *customer*'s *ESA bill* (if any). If there is no *ESA bill*, then the *service payment* will be paid by electronic funds transfer to the *customer*'s nominated bank account set out in Schedule 1, unless otherwise agreed by *Synergy* and the *customer*.
- (c) *Synergy* is not responsible for any delays in payment or error due to factors outside its reasonable control, including delays in the banking system.
- (d) Payment of moneys is not evidence of the value of the *DSM service*, or an admission of liability or an admission that *customer*'s obligations have been executed satisfactorily but is a payment on account only.

8. Liability

8.1 Limitations on Synergy's liability

- (a) Subject to clause 8.1(b), and other than in respect of any unpaid *service payment* amounts, the total amount recoverable from *Synergy* in respect of any and all claims arising out of any one or more events during the *contract term* with respect to, arising from, or in connection with, this *contract* is limited to the *contract value*.

- (b) Regardless of the nature of any claim, *Synergy* is not liable in any circumstances for any:
 - (i) damages or losses that are not direct and do not flow naturally from a breach of this *contract*, even if they may reasonably be supposed to have been in the contemplation of both parties as a probable result of the breach at the time they entered into this *contract*;
 - (ii) loss of market, opportunity or profit (whether direct or indirect); or
 - (iii) damages or losses to the extent that a claim results from the *customer's* failure to act in accordance with this *contract*, *legislation*, or *good electricity industry practice*.
- (v) period) after *Synergy* notifies the *customer* of the breach;
- (v) the *customer* becomes insolvent, bankrupt or goes into liquidation, and the *customer* does not remedy that event within 20 *business days* after that event occurs (or, if *Synergy* acting reasonably approves a longer period for that event to be cured, within that longer period); or
- (vi) the circumstances in clause 13.9(c) apply.

8.2 Limitation on customer's liability

- (a) Subject to clause 8.2(b), the total amount recoverable from the *customer* in respect of any and all claims arising out of any one or more events during the *contract term* with respect to, arising from, or in connection with, this *contract* is limited to the *contract value*.
- (b) Regardless of the nature of any claim, the *customer* is not liable in any circumstances for any:
 - (i) damages or losses that are not direct and do not flow naturally from a breach of this *contract*, even if they may reasonably be supposed to have been in the contemplation of both parties as a probable result of the breach at the time they entered into this *contract*;
 - (ii) loss of market, opportunity or profit (whether direct or indirect); or
 - (iii) damages or losses to the extent that a claim results from *Synergy's* failure to act in accordance with this *contract*, *legislation*, or *good electricity industry practice*.

9. Termination

9.1 When this contract may be terminated

- (a) *Synergy* may terminate this *contract* by giving notice in writing to the *customer* if:
 - (i) a *market support contract* terminates or expires for any reason;
 - (ii) the *DSM service* is *unavailable* for a continuous period of more than 30 days during the *contract term*;
 - (iii) there are 3 or more *performance failures*;
 - (iv) the *customer* breaches a material term of this *contract* and, in the case of a breach that is capable of remedy, does not remedy that breach within 20 *business days* (or, if *Synergy* acting reasonably approves a longer period for a specific breach, within that longer

9.2 No liability for termination

- (a) Subject to clause 9.2(b), *Synergy* is not liable to the *customer* if it terminates this *contract* under this clause 9.
- (b) *Synergy* is liable for any *service payments* due in accordance with this *contract* before 8.00 am on the *business day* immediately after the date termination of this *contract* takes effect.

9.3 Consequences of termination

- Subject to clause 9.2(b), expiry or termination of this *contract* for any reason does not affect any rights of either party against the other party that:
- (a) arose prior to the time at which expiry or termination occurred; and
 - (b) otherwise relate to or may arise at any future date from any breach of this *contract* occurring prior to the expiry or termination.

10. Dispute Resolution

- 10.1 If a dispute between the *customer* and *Synergy* arises out of or in connection with this *contract*, including a dispute concerning a claim for payment or termination of this *contract*, then the dissatisfied party may give notice to the other party (***dispute notice***) which:
- (a) states that it is a *dispute notice* under this clause 10.1;
 - (b) identifies the dispute; and
 - (c) states the alleged relevant facts that are relied upon.

- 10.2 If a *dispute notice* has been given, a senior representative of each of the parties will meet as soon as reasonably practicable to attempt in good faith to resolve the dispute. If the parties are unable to resolve the dispute within 20 *business days* of the date of the *dispute notice*, then either party may issue proceedings.

- 10.3 Nothing in this clause 10 prevents either party from issuing court proceedings for urgent injunctive relief or to protect a limitation period.

11. Equipment Ownership and Access

11.1 Ownership of equipment

- (a) The *customer* acknowledges and agrees that:
- (i) *Synergy's equipment* remains the property of *Synergy* from the *commencement date* to the *end date*; and
 - (ii) it will not use, interfere with, modify, bypass, circumvent, damage, sell or otherwise deal with, or remove *Synergy's equipment* or allow any other person to do so.
- (b) At the expiry or termination of this *contract*, *Synergy's equipment* will remain in situ and title to *Synergy's equipment* will transfer to the *customer*.

which the sender's machine, device or computer records that the electronic communication was successfully transmitted; or

- (d) if received after 5pm, or on a day other than a *business day*, are taken to be received on the next *business day*, after the period stated in clause 12.1(c) of this *contract*, and
- (e) must be given in accordance with the *communication protocol* (where it applies to the relevant notice or communication).

11.2 Access to premises

- (a) The *customer* represents and warrants to *Synergy* that, at all times during the *contract term*, it is the owner and operator of the *customer's equipment* and the owner or lessee of the *premises*.
- (b) The *customer* must provide *Synergy* or any persons nominated by *Synergy*, with safe access to the *premises*, at all reasonable times for the purposes of performing *Synergy's* functions or exercising its rights under this *contract*, including in relation to inspecting, maintaining, servicing and repairing *Synergy's equipment*.

11.3 Access to data

The *customer* consents to:

- (a) *Synergy* accessing, collecting and using *interval meter data* or accessing or using *interval meter data* collected by *Western Power* for the purposes of this *contract*; and
- (b) *Synergy* providing that *interval meter data* to *AEMO* or another party when required under and for the purposes of a *market support contract*.

12. Notices and Communications

- 12.1 Any notices and communications given by a party to the other party under this *contract*:
- (a) must be sent to the attention of the person named in respect of that party in the *form of agreement*;
 - (b) do not have to be in writing, unless expressly required under this *contract* and the *customer* agrees *Synergy* will use electronic means to give them to the *customer*;
 - (c) are taken to be received:
 - (i) in the case of verbal communication at the time of the communication;
 - (ii) in the case of hand delivery, at the time it is delivered;
 - (iii) in the case of post, on the date 2 *business days* after it is posted; or
 - (iv) in the case of email or other electronic means, on the date in

13. Miscellaneous

13.1 Governing Law

The law of Western Australia governs this *contract*.

13.2 Invalid terms

Any invalid or unenforceable terms are severed, without affecting the enforceability of the other terms to this *contract*.

13.3 Survival

Clauses 7 (Payment and invoicing), 8 (Liability), 9 (Termination), 10 (Dispute Resolution), 11 (Equipment Ownership and Access), 12 (Notices and Communications), 13.1 (Governing Law) to 13.7 (GST), 13.10 (Application of Laws) and 14 (Interpretation) and any other provision that is expressed to, or by its nature is intended to, survive termination of expiry of this *contract*, will survive the expiry or termination of this *contract*.

13.4 Set off

Either party may set off any amounts owed to the other party against any amount payable by a party to the other party under this *contract* or any other agreement between the parties.

13.5 Confidentiality

- (a) The *customer* consents to the use or disclosure of its confidential information by *Synergy* to the extent reasonably necessary for *Synergy* to comply with its obligations under a *market support contract* or the *market rules*, which includes any disclosure required to *AEMO*.
- (b) This clause 13.5 survives the expiry or termination (for whatever reason) of this *contract*.

13.6 No waiver

Any unenforced right under this *contract* is not to be construed as a waiver of that right.

13.7 GST

- (a) If there is a taxable supply under or in connection with this *contract*:
 - (i) then the recipient must pay to the supplier an amount equal to the GST payable on the taxable supply in addition to, and at the same time as, payment for the taxable supply is required to be made under this *contract*; and
 - (ii) the supplier must provide a tax invoice (or an adjustment note) to the recipient in respect of the taxable supply and the recipient's obligation to pay the GST on a taxable supply is conditional on the

	supplier providing a tax invoice or adjustment note.		<i>Synergy</i> may terminate this <i>contract</i> in accordance with clause 9.1.
	(b) All sums payable, or consideration to be provided, under this <i>contract</i> are expressed exclusive of GST.	13.10	Application of laws Nothing in this <i>contract</i> limits or excludes the rights, powers and remedies that <i>Synergy</i> has at law (including but not limited to the <i>Energy Operators (Powers) Act 1979 (WA)</i> and the <i>Electricity Corporations Act 2005 (WA)</i>) or in equity.
	(c) 'Adjustment note', 'recipient', 'supplier', 'tax invoice' and 'taxable supply' have the meanings given to those terms in the <i>GST law</i> .	13.11	Privacy All information held by <i>Synergy</i> about the <i>customer</i> will be dealt with in a confidential manner and consistent with <i>Synergy's</i> Privacy Policy (and any applicable laws) which sets out the steps that <i>Synergy</i> takes to ensure that the <i>customer's</i> information is dealt with in a confidential manner. <i>Synergy's</i> Privacy Policy is available free of charge on <i>Synergy's</i> website.
13.8	Assignment or other dealing		
	(a) The <i>customer</i> must not assign or otherwise deal with its rights or obligations under this <i>contract</i> or (except in the ordinary course of business) the <i>premises</i> or <i>customer's equipment</i> without <i>Synergy's</i> prior written consent, not to be unreasonably withheld or delayed.	13.12	Further assurance Each party agrees, at its own expense, on the request of the other party to promptly do everything reasonably necessary to give effect to this <i>contract</i> and the transactions contemplated by it.
	(b) <i>Synergy</i> (as a condition of its consent under clause 13.8(a)) may require the <i>customer</i> and the relevant third party to enter into a deed of novation with <i>Synergy</i> on terms that are reasonably satisfactory to <i>Synergy</i> under which that third party agrees to assume the <i>customer's</i> obligations under this <i>contract</i> .	14.	Interpretation
	(c) Any purported assignment or dealing in breach of this clause 13.8 is invalid and of no legal effect.	14.1	Definitions activation event duration means the number of hours that the <i>customer</i> provides the <i>DSM service</i> upon an <i>activation notice</i> . activation notice means a notice given by <i>Synergy</i> to the <i>customer</i> to provide the <i>DSM service</i> . activation payment means the activation payment determined under clause 7. actual service quantity (<i>MW per hour</i>) means the quantity of <i>DSM service</i> actually provided by the <i>customer</i> as determined by <i>Synergy</i> using <i>interval meter data</i> , and adjusted in relation to the <i>baseline quantity</i> . additional service obligation means any other obligation of the <i>customer</i> as specified in Schedule 1, if any. AEMO means the Australian Energy Market Operator Limited (ACN 072 010 327). authority means any Commonwealth, State, Territory or local government or regulatory department, body, instrumentality, minister, agency or other authority, but does not include <i>Synergy</i> . availability payment means the availability payment determined under Schedule 3. available means the <i>customer's equipment</i> is (or under this <i>contract</i> is taken to be) capable of providing the <i>DSM service quantity</i> . baseline quantity means the quantity calculated based on an average of the <i>customer's</i> 10 most recent <i>non-activated days</i> within the preceding 60-day period for each <i>service period</i> . business day means a day that is not a Saturday, Sunday, or a public holiday throughout Western Australia. change event has the meaning given in clause 13.9. commencement date means the commencement date specified in the <i>form of agreement</i> .
13.9	Amendment and variation		
	(a) This <i>contract</i> may be varied:		
	(i) by agreement of the parties as recorded in writing and signed by the parties; or		
	(ii) by agreement of the parties under clause 13.9(b).		
	(b) If a <i>market support contract</i> or any <i>legislation</i> (including the <i>market rules</i>) is amended (change event) and, in a party's reasonable opinion, the amendment will affect this <i>contract</i> or the performance of obligations under this <i>contract</i> :		
	(i) the party may, by notice in writing to the other party, request relevant amendments to this <i>contract</i> that are reasonably required to address the <i>change event</i> ; and		
	(ii) both parties must act reasonably and in good faith to agree on any amendments to this <i>contract</i> required to address the impact of the <i>change event</i> on this <i>contract</i> or the performance of obligations under this <i>contract</i> .		
	(c) If:		
	(i) the parties are unable to agree on the amendments to this <i>contract</i> that are required to address the impact of a <i>change event</i> on this <i>contract</i> or the performance of obligations under this <i>contract</i> ; and		
	(ii) as a result the <i>customer's equipment</i> is unable to provide the <i>DSM service</i> in accordance with the requirements of the relevant <i>market support contract</i> ,		

communication and control requirements has the meaning given in clause 3.1(b).

communication protocol means the communication protocol agreed to by *Synergy* and the *customer* which set out the processes for the *customer* and *Synergy* to give and receive certain information for the purposes of this *contract*, set out in Schedule 2 to the *form of agreement*.

condition precedent means the conditions precedent specified in clause 2(a).

condition precedent satisfaction date means, in respect of a *condition precedent*.

- (a) the condition precedent satisfaction date specified in the *form of agreement*; and
- (b) if there are any additional conditions precedent required under Schedule 1, the condition precedent satisfaction date specified in Schedule 1,

as may be extended by *Synergy* under clause 2(e).

connection point has the meaning given in the *Electricity Industry (Metering) Code 2012 (WA)*.

contract means this contract for the provision of *DSM services* comprising these terms and conditions for provision of *DSM services* and the *form of agreement*, as may be amended from time to time in accordance with clause 13.9.

contract term means the period specified in clause 1.

contract value means the maximum *availability payments* that would be payable to the *customer* under this *contract*, assuming that the *DSM service* is always *available* in the *contract term*.

contract year means a 12-month period commencing on the *commencement date* or anniversary of the *commencement date*.

customer means the *customer* specified in the *form of agreement*.

customer's equipment means all wiring, apparatus and other equipment or works located at the *premises* which are used for, or in connection with consuming electricity.

dispute notice means a notice provided in accordance with clause 10.1.

DSM connection point (also referred to as NMI) means the *connection point(s)* related to the *DSM service*, as specified in the *form of agreement*.

DSM service means increasing demand or reducing demand (as applicable) from the *network* at the *DSM connection point* by the *DSM service quantity* by way of the *customer's equipment* as required in accordance with the terms of this *contract*.

DSM service quantity means the quantity as set out in the *form of agreement* unless otherwise agreed between the parties.

EI Act means the *Electricity Industry Act 2004 (WA)*, as may be amended or replaced from time to time.

ESA bill means a bill issued to the *customer* in accordance with an Electricity Supply Agreement entered into between *Synergy* and the *customer*.

end date means the end date specified in the *form of agreement*.

form of agreement means the Demand Side Management Contract Form of Agreement.

good electricity industry practice means the exercise of the 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 written laws and statutory instruments and applicable recognised codes, standards and guidelines.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*, as may be amended from time to time.

GST law has the meaning given to that term in the *GST Act*.

interval meter data, in relation to each *DSM connection point*, means data from an interval meter provided by *Western Power* or *Synergy's equipment*.

legislation means Acts of Parliament, regulations, rules, statutory instruments and codes, and includes any licence, order, official policy, directive, request, requirement or guideline of an *authority* whether or not it has the force of law.

market rules means the wholesale electricity market rules created in accordance with section 123 of the *EI Act*.

market support contract means any contract that *Synergy* enters into with a third party, including *AEMO*, for the provision of services to support the security and reliability of the *network*.

maximum activation event duration means the duration specified in Schedule 1, or as otherwise notified by *Synergy*.

MW means megawatt.

MWh means megawatt-hour.

network means the South West interconnected system as defined in section 3 of the *EI Act*.

non-activated day means a day on which an *activation notice* has not been issued.

premises means the premises specified in the *form of agreement*, on which the *customer's equipment* is located.

service payment has the meaning given in clause 7.

service period means the period set out in Schedule 1, or as otherwise notified by *Synergy*.

service test means a test of the ability of the *customer's equipment* to provide the *DSM service* for the purposes of this *contract*.

settlement period means a calendar month, provided that the first *settlement period* commences on the *commencement date*, and the last *settlement period* ends on the *end date*.

Synergy means Electricity Generation and Retail Corporation trading as Synergy ABN 58 673 830 106 of Level 23, 152-158 St George's Terrace, Perth WA 6000.

Synergy's equipment means metering and monitoring hardware and equipment.

trading interval has the meaning given in the *market rules* (as at the date of this *contract*, a trading interval is a period of 30 minutes).

trading week has the meaning given in the *market rules*.

unavailable means the *customer* is, or is taken to be (under clauses 4.1 or 6.3) unable to provide the *DSM service* at the *DSM service quantity*.

Western Power means the Electricity Networks Corporation ABN 18 540 492 861 trading as Western Power.

event, it is to be calculated inclusive of that day;

- (o) if a date stipulated for payment or for doing an act is not a *business day*, the payment must be made or the act must be done on the next *business day*;
- (p) a reference to a monetary amount means that amount in Australian currency and a unit of measurement is to an Australian legal unit of measurement, as defined in the *National Measurement Act 1960* (Cth); and
- (q) party means a party to this *contract* as specified in the *form of agreement*.

14.2

General

In this *contract*, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to anything is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (c) a reference to a person includes a public body, company, or association or body of persons, corporate or unincorporated;
- (d) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (e) a reference to a clause is a reference to a clause of this *contract*;
- (f) headings are included for convenience and do not affect the interpretation of the *contract*;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them from time to time;
- (h) if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning;
- (i) if the word "including" or "includes" is used, the words "without limitation" are taken to immediately follow;
- (j) a reference to writing includes any means of representing or reproducing words in visible form including by electronic means;
- (k) a reference to a liability includes any obligation to pay money and any other loss, cost or expense of any kind;
- (l) a reference to a month is to a calendar month and a reference to a year is to a calendar year;
- (m) a reference to time is to Australian Western Standard Time;
- (n) if a period of time is specified and dates from a given day or the day of an act or

