

- "10.21 When metering equipment provider's obligations come into effect
- "10.22 Change of metering equipment provider
- "10.23 Termination of metering equipment provider responsibility

*"Responsibility for ensuring there are metering installations*

- "10.24 Responsibility for ensuring there is metering installation for ICP that is not also NSP
- "10.25 Responsibility for ensuring there is metering installation for NSP that is not point of connection to grid
- "10.26 Responsibility for ensuring there is metering installation for point of connection to grid
- "10.27 Change in responsibility for ensuring metering installation for point of connection to grid

*"Livening and energising points of connection*

- "10.28 Livening point of connection
- "10.29 Livening ICP that is not also NSP
- "10.30 Livening NSP that is not also point of connection to grid
- "10.31 Livening point of connection to grid
- "10.32 Reconciliation participant requesting livening of point of connection
- "10.33 Energisation of point of connection

*"General metering installation requirements*

- "10.34 Installation and modification of metering installations
- "10.35 Physical location of metering installations
- "10.36 Reconciliation participant to have arrangement with metering equipment provider

*"Active and reactive energy metering*

- "10.37 Active and reactive measuring and recording requirements

*"Certification of metering installations*

- "10.38 Certification of metering installations

*"Metering infrastructure*

- "10.39 Responsibility for metering infrastructure integration

*"Approved test houses and ATHs*

- "10.40 General requirements for approval as ATH
- "10.41 Requirements applying to ATHs
- "10.42 ATH's functions and ongoing obligations

*"Metering installations that are inaccurate, defective, or not fit for purpose*

- "10.43 Metering installations that are inaccurate, defective, or not fit for purpose to be investigated
- "10.44 Metering installations that are inaccurate, defective, or not fit for purpose to be tested
- "10.45 Investigation and testing costs
- "10.46 Statement of situation
- "10.47 Correction of defects and inaccuracies in metering installation
- "10.48 Correction of defects and inaccuracies in raw meter data

*"NSP table*

- "10.49 NSP table

*"Dispute resolution*

- "10.50 Dispute resolution

*"Transitional provisions*

- "10.51 Transitional provisions

**"Schedule 10.1**

**"Tables**

**"Schedule 10.2**

**"Audits**

**"Schedule 10.3**

**"ATHs – approval, expiry, cancellation, and renewal of approval**

**"Schedule 10.4**

**"ATH ongoing functions and obligations**

*"Requirements for calibration of metering components*

**"Schedule 10.5**

**"Metering equipment provider audits**

**"Schedule 10.6**

**"Metering equipment provider ongoing obligations and functions**

**"Schedule 10.7**

**"Metering installation requirements**

*"Metering installation general requirements*

*"Metering installation design reports*

*"Determination of metering installation categories*

*"Certification of metering installation*

*"Statistical sampling recertification*

*"Certification validity periods*

*"Accuracy and error calculation*

*"Installation of metering components in metering installations*

*"Certification of metering components*

*"Inspection requirements*

*"Sealing*

**"Schedule 10.8**

**"Metering component requirements**

*"Meters*

*"Measuring transformers*

*"Control devices*

*"Data storage devices*

*"Wiring*

*"Fuses and circuit breakers*

*"Certification stickers*

*"On site calibration and certification*

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**"10.1 Contents of this Part**

This Part provides for—

- "(a) ensuring the accuracy of the clearing and settlement of **electricity** trading in the wholesale **electricity** market by regulating how existing and new **metering installations** are used to accurately measure and record **electricity** conveyed; and
- "(b) the responsibility for ensuring a **metering installation** is in place; and
- "(c) the responsibility for ensuring the compliance of

- metering installations;** and
- "(d) the processes and procedures that apply to testing, **calibrating,** and **certifying metering installations;** and
- "(e) the processes and procedures that apply to **auditing ATHs** and **metering equipment providers;** and
- "(f) the processes and procedures that apply to approving **ATHs;** and
- "(g) regulating the data use, handling, storage, and transmission processes associated with **metering installations** and **metering data;** and
- "(h) regulating **metering installations** that are used for **electricity** trading; and
- "(i) the processes and procedures relating to the **registry** and information for the purposes of Part 15; and
- "(j) related matters, processes, and procedures.

#### "Subpart 1—Preliminary provisions

##### "10.2 Authority's and market administrator's discretion and powers

- "(1) A clause in this Part that gives the **Authority** or **market administrator** a discretion or power—
  - "(a) confers an absolute discretion, subject to the **Authority** or the **market administrator**, as the case may be,—
    - "(i) taking into account any specific requirements set out in the clause; and
    - "(ii) observing the rules of natural justice; and
  - "(b) to approve an application by a person to carry out an activity under this Part, may be exercised by—
    - "(i) granting the application; or
    - "(ii) declining the application; or
    - "(iii) granting the application with any conditions that the **Authority** or the **market administrator**, as the case may be, considers appropriate in the circumstances.
- "(2) The **Authority** or the **market administrator**, when exercising a discretion or power under this Part, must act in a timely manner.
- "(3) The **Authority** or the **market administrator** must give an applicant reasons for its decision if the **Authority** or the **market administrator**—
  - "(a) declines an application for approval to carry out an activity under this Part; or
  - "(b) grants an application for approval to carry out an

activity under this Part with any conditions that the **Authority** or the **market administrator**, as the case may be, considers appropriate in the circumstances.

- "(4) Nothing in this Part limits any of the **Authority's** rights and obligations under the **Act**.

### "10.3 Use of contractors

- "(1) A **participant** may perform its obligations and exercise its rights under this Part by using a contractor.
- "(2) A **participant** who uses a contractor to perform the **participant's** obligation under this Part—
- "(a) remains responsible and liable for, and is not released from, the obligation, or any other obligation under this Part; and
  - "(b) cannot assert that it is not responsible or liable for the obligation on the ground that the contractor—
    - "(i) has done or not done something; or
    - "(ii) has failed to meet a relevant standard; and
  - "(c) must ensure that the contractor has at least the specified level of skill, expertise, experience, or qualification that the **participant** would be required to have if it were performing the obligation itself.
- "(3) If a **participant** is a party to a contract or arrangement containing a provision, or part of a provision, which is inconsistent with this Part, the provision, or part of the provision, has no effect.

### "10.4 Participant obligations

- "(1) If this Part provides that a **participant** must obtain a **consumer's** consent, approval, or authorisation, the **participant** must, if relevant, ensure that the consent, approval, or authorisation extends, for the full term of the contract or arrangement in relation to which the consent, approval, or authorisation is given, to any **participant** who may be expected to rely on that consent, approval, or authorisation to remain in compliance with this Part.
- "(2) If a **participant** (**participant A**) incorrectly populates the **registry**, causing another **participant** (**participant B**) to breach an obligation under this Code, and **participant B** relies, in good faith, on the incorrect information **published** by the **registry**, **participant B** has not breached its obligation.
- "(3) A **participant** must comply with all applicable enactments.
- "(4) A **participant** is, unless it is specified otherwise in this Part, responsible for all costs of its compliance with this Part.
- "(5) A reference in this Part to a **participant** knowing, or being

or becoming aware of, a fact, includes reference to when a **participant** should have, in the circumstances, known, or been or become aware of, the fact.

#### **"10.5 References to timing**

- "(1) If an event is described in this Part as taking place on, or an obligation becoming effective from, a date, it takes place on, or becomes effective from, the beginning of the first **trading period** on the date, unless specified otherwise.
- "(2) If a time period is expressed in this Part as—
  - "(a) commencing on a date, it commences at the beginning of the first **trading period** on the date, unless specified otherwise;
  - "(b) ending on a date, it ends at the close of the final **trading period** on the date, unless specified otherwise.

#### **"10.6 Participant to provide accurate information**

- "(1) A **participant** must take all practicable steps to ensure that information that it provides under this Part is—
  - "(a) complete and accurate;
  - "(b) not misleading or deceptive;
  - "(c) not likely to mislead or deceive.
- "(2) If a **participant**, having provided information under this Part, becomes aware that the **participant** has not complied with subclause (1), the **participant** must, except if clause 10.43 applies, as soon as practicable provide such further information, or corrected information, as is necessary to ensure that the **participant** complies with subclause (1).

#### **"10.7 Access to premises in which metering installation located**

- "(1) In this clause, access to a **metering installation**—
  - "(a) means physical access to the premises in which the **metering installation** is located; but
  - "(b) does not include access to the following, which are dealt with in Schedule 10.6:
    - "(i) **raw meter data** from the **metering installation**; and
    - "(ii) the **metering installation** itself and its **metering components**.
- "(2) A **reconciliation participant** must, upon receiving a request from 1 of the following parties, arrange access to a **metering installation** for which it is responsible:
  - "(a) the **Authority**;
  - "(b) an **ATH**;
  - "(c) an **auditor**;

- "(d) a **metering equipment provider**;
- "(e) a **gaining metering equipment provider**.
- "(3) A party listed in subclause (2) may only request access to the **metering installation** for the purposes of exercising the party's rights and performing the party's obligations under this Code or any relevant **regulations** in connection with 1 or more of the following:
  - "(a) the party's **audit** functions;
  - "(b) the party's administration functions;
  - "(c) the party's testing functions;
  - "(d) the provision of **metering components**.
- "(4) A **reconciliation participant** who is required to give a party listed in subclause (2) access to a **metering installation** must use its best endeavours to do so—
  - "(a) in accordance with the authorisation, and any conditions or restrictions contained in the authorisation, referred to in subclause (5); and
  - "(b) subject to and to the extent allowed by the authorisation, in a manner and within a timeframe which are appropriate in the circumstances, to enable the party to exercise the party's rights, or perform the party's obligations, that are dependent, either directly or indirectly, on access being given.
- "(5) If the **reconciliation participant** referred to in subclause (2) is a **trader** responsible for an **ICP** that—
  - "(a) has a **consumer**, the **trader** must have obtained the authorisation from the **consumer** to access the **metering installation** before arranging access; or
  - "(b) does not have a **consumer**, the **trader** must arrange for access to the **metering installation**.
- "(6) The **reconciliation participant** must arrange for the party listed in subclause (2) to be provided with any necessary facilities, codes, keys, or other means to enable the party to obtain access to the **metering installation** by the most practicable means.

#### "10.8 Requirements for information to be recorded, given, produced, or received

- "(1) In this Part, a **participant** who must record, give, produce, or receive information, must do so in accordance with 1 or more of the following requirements **published** or **notified** by the **Authority**:
  - "(a) requirements providing for particular electronic technology;
  - "(b) requirements providing for the use of a particular kind of **data storage device**;



- "(c) requirements providing for the use of a particular kind of electronic **communication**.
- "(2) Part 3 of the Electronic Transactions Act 2002 does not, because of section 14(2)(a) of that Act, apply to this Part.
- "(3) The **Authority** must act reasonably when determining the requirements referred to in subclause (1).

**"10.9 Demarcation of responsibility between metering equipment provider and reconciliation participant**

- "(1) The demarcation of the responsibility of a **metering equipment provider** under this Part and a **reconciliation participant** under Part 15, is at the **services access interface**.
- "(2) A **metering equipment provider** is responsible for providing and maintaining the **services access interface**.
- "(3) The **services access interface** for a **metering installation** is—
  - "(a) determined by the **ATH** certifying the **metering installation** under clause 10 of Schedule 10.4; and
  - "(b) recorded in the **metering installation certification report** under clause 10 of Schedule 10.4.

**"10.10 Standards used**

In this Part a reference to compliance with a standard, including an AS/NZS or IEC standard, is a reference to—

- "(a) the version of the standard existing as at 6 June 2013; or
- "(b) any amendment to or replacement of the standard incorporated by the **Authority** in accordance with section 32 of the **Act**; or
- "(c) any equivalent standard incorporated by the **Authority** in accordance with section 32 of the **Act**.

*"Metering installations*

**"10.11 Categories of metering installation**

- "(1) An **ATH** must, before it **certifies** a **metering installation**, determine the category of the **metering installation** by reference to the characteristics of the **metering installation**, in accordance with clauses 5 and 6 of Schedule 10.7.
- "(2) A **metering installation** used solely for **unmetered load** is category 0.
- "(3) The category of each **metering installation**, other than a category 0 **metering installation**, is for all purposes of this Part—
  - "(a) determined by the **ATH** certifying the **metering**



**installation** under clauses 5 and 6 of Schedule 10.7;  
and

"(b) recorded in the **metering installation certification report** under clause 8(4) of Schedule 10.7.

**"10.12 Interference with metering installation**

A **participant** must not directly or indirectly interfere with a **metering installation** for which it is not the **metering equipment provider**, unless—

"(a) it is instructed or permitted to do so by the **metering equipment provider** responsible for the **metering installation**; or

"(b) the **participant** has an arrangement with the **trader** responsible for the **metering installation** as the **gaining metering equipment provider** who will be responsible for the **metering installation**.

**"10.13 Electricity conveyed**

"(1) A **participant** must use the quantity of **electricity** measured by a **metering installation** for a **point of connection** as the **raw meter data** for the quantity of **electricity** conveyed through the **point of connection**.

"(2) Subclause (1) does not apply to **electricity** that is—

"(a) estimated in accordance with this Code; or

"(b) supplied by an **embedded generator** who has given the **reconciliation manager** a notification under clause 15.13.

"(3) A **metering equipment provider** must, for each **point of connection** at which it is the **metering equipment provider**, ensure that all **electricity** conveyed through the **point of connection** is measured by a **metering installation** or **metering installations**, in accordance with this Part.

"(4) Despite subclause (3), a **metering equipment provider** is not required to measure **electricity** conveyed through a **point of connection** if the **electricity** is—

"(a) **unmetered load**; or

"(b) supplied by an **embedded generator** who has given the **reconciliation manager** a notification under clause 15.13.

*"Unmetered load*

**"10.14 Unmetered load**

"(1) This clause applies to a **retailer** who is recorded in the **registry** as being responsible for an **ICP**.

"(2) A **retailer**—

- "(a) must quantify any **unmetered load** at the **ICP** in accordance with Parts 11 and 15; and
- "(b) may, subject to subclause (3), only treat load as **unmetered load** if it reasonably expects, in any rolling 12 month period, the load to be not greater than—
  - "(i) 3,000 kWh; or
  - "(ii) 6,000 kWh if the load is predictable load of a type approved and **published** by the **Authority**.
- "(3) Subclause (2)(b) does not apply to **distributed unmetered load** managed in accordance with Part 15.
- "(4) If the load during a rolling 12 month period exceeds the applicable limit under subclause (2)(b), the **retailer** breaches this clause from the date on which the limit was, or was calculated or estimated to have been, first exceeded.
- "(5) A **retailer** described in subclause (4) must—
  - "(a) as soon as reasonably practicable, but no later than 20 **business days** after the limit was calculated or estimated to have been first exceeded, commence corrective measures to ensure that it complies with this Part; and
  - "(b) within 20 **business days** of commencing the corrective measures referred to in paragraph (a), complete the corrective measures so that it complies with this Part; and
  - "(c) as soon as reasonably practicable, but no later than 10 **business days** after it becomes aware of the limit having been calculated or estimated to have been first exceeded, advise each **participant** who is, or would reasonably be expected to be, affected, of—
    - "(i) the date on which the limit was calculated or estimated to have been first exceeded; and
    - "(ii) the details of the corrective measures that the **metering equipment provider** proposes to take, has taken, or is taking, to reduce the **unmetered load**.

*"Metering data*

**"10.15 Security of metering data**

- "(1) This clause applies to—
  - "(a) a **participant** who has the right to collect, obtain, use, or store **metering data**; and
  - "(b) the **Authority**.
- "(2) A person to whom this clause applies must take security measures, as are reasonable in the circumstances, to protect

**metering data** against loss or unauthorised access, use, modification, or disclosure.

- "(3) Subclause (2) is subject to—
- "(a) the person's obligations under any other enactment; and
  - "(b) the person being otherwise compelled by law; and
  - "(c) any applicable material that the **Authority** incorporates into this Code under section 32(3) of the **Act**.

**"10.16 Metering data exchange timing and formats**

- "(1) A **participant** (other than a **market operation service provider**) must, if it is under an obligation to provide **metering data** under this Part, provide the **metering data** to the relevant person—
- "(a) in the absence of any timeframe specified in this Code, within a reasonable timeframe **notified** by the **Authority**; and
  - "(b) in the format **notified** to **participants** from time to time by the **Authority**.
- "(2) The **Authority** must provide reasonable notice of any changes to the format **notified** under subclause (1)(b).
- "(3) Despite subclause (1)(b), a **participant** may provide the **metering data** in an alternative format if it has an arrangement with the recipient to use the alternative format.
- "(4) Despite subclause (3), the **participant** must be able to comply with any format requirements **notified** by the **Authority** under subclause (1)(b), within 1 **business day** of ceasing to have an arrangement with the recipient under subclause (3).
- "(5) Despite using an alternative format under subclause (3), a **participant** must still comply with all other obligations in this Code.

*"Audits*

**"10.17 Audits**

- "(1) The **Authority** may require a **relevant participant** to have an **audit** undertaken.
- "(2) An **audit** must be undertaken by an **auditor** included in the list of approved **auditors published** by the **Authority** under clause 1(7) of Schedule 10.2.
- "(3) Schedule 10.2 applies to every such **audit**.

## "Subpart 2—Ongoing obligations

### *"Metering equipment providers*

#### "10.18 **Category 1 metering installations and higher categories of metering installations must have metering equipment provider**

- "(1) A **participant** who is responsible under Part 15 for providing **submission information** to the **reconciliation manager** for a **point of connection** must ensure that, for each **metering installation** for the **point of connection** used for an activity regulated under this Code, there is a **metering equipment provider**.
- "(2) A **participant** must not use, and must not permit any person to use, a **category 1 metering installation**, or higher category of **metering installation**, for a **point of connection** for an activity regulated under this Code unless, at the time of such use, there is a **metering equipment provider** for the **metering installation**.
- "(3) Despite subclauses (1) and (2), a **point of connection** at which all **electricity** conveyed is **unmetered load**—
  - "(a) does not require a **metering equipment provider**; and
  - "(b) may be used for an activity regulated under this Code.
- "(4) If there is more than 1 **metering installation** for a **point of connection**, the **metering equipment provider** for each **metering installation** must be the same **participant**.

#### "10.19 **Metering equipment provider**

- "(1) The **metering equipment provider** for each existing **category 1 metering installation**, or higher category of **metering installation**, being used on 6 June 2013 for an activity regulated under this Code, for a **point of connection**—
  - "(a) that is an **ICP** and not also an **NSP**, is the **participant**, or a **consumer**, who is identified in the **registry** as being the primary metering contact at 2400 hours on 5 June 2013;
  - "(b) that is an **NSP** and not also a **point of connection** to the **grid**—
    - "(i) is the **participant** who owns the **meter** for the **point of connection**;
    - "(ii) if there is more than 1 **meter** for the **point of connection**, is the **participant** who is appointed by the **meter** owners for the **point of connection**, or failing agreement, appointed by

the **market administrator**:

- "(c) to the **grid**, is the **participant** responsible for **metering** as set out in the **NSP** table on the **Authority's** website at 2400 hours on 5 June 2013.
- "(2) The **metering equipment provider** for each **category 1 metering installation**, or higher category of **metering installation** for a **point of connection**, other than a **metering installation** referred to in subclause (1),—
  - "(a) that is an **ICP** and not also an **NSP**, is the person who advises the **registry** that it accepts responsibility as the **metering equipment provider** under clause 1(1)(a)(ii) of Schedule 11.4;
  - "(b) that is an **NSP** and not also a **point of connection** to the **grid**, is—
    - "(i) the **network** owner referred to in clause 10.25(2)(a)(i); or
    - "(ii) if a person has contracted with the **network** owner under clause 10.25(2)(a)(ii), that person:
  - "(c) that is a **point of connection** to the **grid**, is—
    - "(i) the **participant** referred to in clause 10.26(7)(b); or
    - "(ii) if a person has contracted with the **participant** responsible for providing a **metering installation** under clause 10.26(7)(b), that person.

**"10.20 Obligations of metering equipment provider**

A **metering equipment provider** must—

- "(a) ensure that it is **audited** in accordance with all applicable requirements in this Part including Schedule 10.5; and
- "(b) comply with all of its obligations in this Code including the obligations under Schedules 10.6, 10.7, and 10.8.

**"10.21 When metering equipment provider's obligations come into effect**

- "(1) The obligations under this Part of a person who assumes responsibility, or is appointed to be responsible, as the **metering equipment provider**, under clauses 10.19(2) or 10.22, for a **metering installation**, commence,—
  - "(a) for an **ICP** that is not also an **NSP**, on the date that the **metering equipment provider** advises the **registry** under clause 1(1)(a)(ii) of Schedule 11.4; or
  - "(b) for an **NSP**, on the effective date set out in the **NSP** table on the **Authority's** website.

- "(2) Despite subclause (1), if a person fails to become the **metering equipment provider** due solely to an administrative failure or similar reason, the **Authority** may determine the date that the person becomes the **metering equipment provider**.

**"10.22 Change of metering equipment provider**

- "(1) The **metering equipment provider** for a **metering installation** may change only if the **participant** responsible for ensuring there is a **metering installation** under clause 10.24, 10.25, or 10.26 enters into an arrangement with another person to become the **metering equipment provider** for the **metering installation** and—
- "(a) in the case of a **metering installation** for an **ICP** that is not also an **NSP**—
- "(i) the **trader** for the **metering installation** advises the **registry** of the **gaining metering equipment provider** in accordance with Part 11; and
- "(ii) the **gaining metering equipment provider** advises the **registry** that it accepts becoming the **metering equipment provider** (including the effective date from which the **gaining metering equipment provider** assumes its responsibility as **metering equipment provider** for the **metering installation**) in accordance with Part 11; or
- "(b) in the case of a **metering installation** for an **NSP**, the **participant** responsible for the provision of the **metering installation** under clause 10.25 advises the **reconciliation manager** of the **gaining metering equipment provider**.
- "(2) The **gaining metering equipment provider** must, within 20 **business days** of assuming responsibility for a **metering installation**, pay the **losing metering equipment provider** the proportion of the costs described in subclause (3).
- "(3) The costs payable under subclause (2) are those directly and solely attributable to the **certification** tests and **calibration** tests of the **metering installation** or any of its **metering components** from the period beginning on the date the **gaining metering equipment provider** assumes responsibility for the **metering installation**, for the remainder of the **certification** validity period for the **metering installation** or the **metering component**.

**"10.23 Termination of metering equipment provider responsibility**

- "(1) Subject to subclause (2), a **metering equipment provider's** obligations under this Part for a **metering installation** terminate only when—
- "(a) for an **ICP** that is not also an **NSP**, the **metering equipment provider** changes under clause 10.22(1)(a), in which case the **metering equipment provider's** obligations terminate from the date on which the **gaining metering equipment provider** assumes responsibility, set out in clause 10.21(1)(a); or
  - "(b) for an **NSP**, the **metering equipment provider** changes under clause 10.22(1)(b), in which case the **metering equipment provider's** obligations terminate from the date on which the **gaining metering equipment provider** assumes responsibility, set out in clause 10.21(1)(b); or
  - "(c) the **metering installation** is no longer required for the purposes of Part 15 and the **point of connection** for the **metering installation** has been **decommissioned**; or
  - "(d) the **ICP** for the **metering installation** is converted to be used solely for **unmetered load** in accordance with this Code.
- "(2) Despite subclause (1), a **metering equipment provider** must either—
- "(a) comply with its continuing obligations, including record keeping obligations, which—
    - "(i) are expressed in this Part as having minimum time periods, until that period expires; or
    - "(ii) by their nature extend beyond the date or event referred to in subclause (1); or
  - "(b) before its obligations terminate under subclause (1), enter into an arrangement with a **participant** to assume its obligations referred to in paragraph (a).

*"Responsibility for ensuring there are metering installations*

**"10.24 Responsibility for ensuring there is metering installation for ICP that is not also NSP**

A **trader** must, for each **energised ICP** that is not also an **NSP**, and for which it is recorded in the **registry** as being responsible, ensure that—

- "(a) there is 1 or more **metering installations**; and
- "(b) all **electricity** conveyed is quantified in accordance



with this Code; and

- "(c) it does not use subtraction to determine **submission information** for the purposes of Part 15.

**"10.25 Responsibility for ensuring there is metering installation for NSP that is not point of connection to grid**

- "(1) A **network owner** must, for each **NSP** that is not a **point of connection** to the **grid**, and for which it is recorded in the **NSP** table on the **Authority's** website as being responsible, ensure that—

- "(a) there is 1 or more **metering installations**; and

- "(b) all **electricity** conveyed is quantified in accordance with this Code;

- "(2) A **network owner** must, if it proposes the creation of a new **NSP** that is not a **point of connection** to the **grid**,—

- "(a) for each **metering installation** for the **NSP**, either—

- "(i) assume responsibility for being the **metering equipment provider**; or

- "(ii) contract with a person who, in that contract, assumes responsibility for being the **metering equipment provider**; and

- "(b) no later than 20 **business days** after assuming responsibility or entering into the contract under paragraph (a), advise the **reconciliation manager** of—

- "(i) the **reconciliation participant** for the **NSP**; and

- "(ii) the identity of the **metering equipment provider**; and

- "(c) no later than 20 **business days** after the date of **certification** of each **metering installation**, advise the **reconciliation participant** for the **NSP** of the **certification** expiry date of the **metering installation**.

**"10.26 Responsibility for ensuring there is metering installation for point of connection to grid**

- "(1) A **grid owner** must, for each **GXP** which connects to its **grid**, ensure that there is 1 or more **metering installations** for the **GXP**.

- "(2) An **asset owner** must, for each **GIP** which connects to the **grid**, ensure that there is 1 or more **metering installations** for the **GIP**.

- "(3) A **participant** who proposes to connect to the **grid** at a new **point of connection** must take all practicable steps and use its best endeavours to agree with the **grid owner** and any other affected **participants**, on which **participant** will provide the **metering installation** for the proposed new

**point of connection.**

- "(4) If the **participants** cannot agree, within 60 **business days** of the **grid owner** first being advised of the proposed new **point of connection** to the **grid**, on the **participant** to be responsible for providing the **metering installation**,—
  - "(a) any affected **participant** may advise the **market administrator**—
    - "(i) that agreement has not been reached; and
    - "(ii) of the identity of all affected **participants**; and
    - "(iii) of the reasons (if and to the extent known) that agreement was not reached; and
  - "(b) the **market administrator** must determine which **participant** must provide the **metering installation**; and
  - "(c) the **market administrator** must advise—
    - "(i) the relevant **participant** of its responsibility to provide the **metering installation**; and
    - "(ii) the **participant** intending to connect to the **grid** of its determination; and
    - "(iii) the **grid owner** of its determination.
- "(5) When determining which **participant** is responsible for providing the **metering installation**, the **market administrator** must, unless it is satisfied that there is good reason not to do so, do so on the basis that—
  - "(a) the **grid owner** is responsible if the **market administrator** anticipates that the **point of connection** is a **GXP**; and
  - "(b) the **participant** connecting **assets** to the **grid** at the **point of connection** is responsible if the **market administrator** anticipates that the **point of connection** is a **GIP**.
- "(6) The **participant** responsible for providing the **metering installation** (unless the **participant** is a **grid owner**) must also, for each proposed new **metering installation** for a **point of connection** to the **grid**,—
  - "(a) provide a copy of the **metering installation** design to the **grid owner** before ordering equipment; and
  - "(b) provide the **grid owner** with at least 3 months to review and comment on the **metering installation** design; and
  - "(c) respond, within 3 **business days** of receipt, to any request from the **grid owner** for additional details or required changes to the **metering installation**; and
  - "(d) ensure that any reasonable changes to the **metering installation** or the **metering installation** configuration requested by the **grid owner** are carried

out.

"(7) The **participant** responsible for providing the **metering installation** must—

"(a) advise the **reconciliation manager** of the **certification** expiry date of the **metering installation** no later than 10 **business days** after **certification** of the **metering installation**; and

"(b) assume responsibility for being the **metering equipment provider** for the **metering installation** or contract with a person to assume responsibility for being the **metering equipment provider** for the **metering installation**; and

"(c) advise the **reconciliation manager** of the **participant identifier** of the **metering equipment provider** under paragraph (b) by no later than 20 **business days** after,—

"(i) if it is appointed under a contract, entering into the contract under paragraph (b); or

"(ii) if it assumes responsibility for being the **metering equipment provider**, other than under a contract, assuming responsibility.

"(8) The **participant** responsible for providing the **metering installation** (unless the **participant** is a **grid owner**) must, in the case of a proposed modification to an existing **metering installation** under clause 19 of Schedule 10.7—

"(a) provide a copy of the **metering installation** design to the **grid owner** before ordering equipment or carrying out the modification to the **metering installation** design; and

"(b) provide the **grid owner** with at least 3 months to review and comment on the **metering installation** design; and

"(c) respond, within 3 **business days** of receipt, to any request from the **grid owner** for additional details or required changes to the **metering installation** or its configuration; and

"(d) ensure that any reasonable changes to the **metering installation** or the **metering installation** configuration requested by the **grid owner** are carried out.

"(9) If the **grid owner** considers, acting reasonably, that a proposed new **metering installation**, or a proposed change to an existing **metering installation**, or its configuration, requires subtraction or a **loss compensation** or **error compensation** process to determine **submission information** for the purposes of Part 15, the **grid owner**

must, unless an **error compensation** process is to be applied to the **metering installation** that is already within the applicable accuracy tolerances set out in Table 1 of Schedule 10.1—

"(a) provide all relevant details to the **market administrator**, in the **prescribed form**, at least 20 **business days** before—

"(i) the proposed date for installing the **metering installation**; or

"(ii) the proposed date for changing the **metering installation** or **metering installation's** configuration; and

"(b) respond, within 3 **business days** of receipt, to any request from the **market administrator** for additional details; and

"(c) ensure that any reasonable changes to the **metering installation** or its configuration requested by the **market administrator** are carried out.

"(10) A **metering equipment provider** must ensure that the quantity of **electricity** conveyed through a **point of connection** to the **grid** for which there is a **metering installation** for which it is responsible is measured using a **half-hour metering installation**.

"(11) If a **metering installation** for a **point of connection** to the **grid** is **recertified**, the **participant** responsible for providing the **metering installation** must, within 10 **business days** of the date of **recertification**, advise the **reconciliation manager** of the **metering installation's** new **certification** expiry date.

**"10.27 Change in responsibility for ensuring metering installation for point of connection to grid**

"(1) If a **participant** considers, on the basis of historical **metering data**, that there has been a change in the overall net flow of **electricity** at a **point of connection** to the **grid** over any 12 month period, the **participant** who is responsible for ensuring there is a **metering installation** may initiate the process under clauses 10.26(3) to 10.26(5) with all necessary amendments, in order to change the **participant** responsible for providing the **metering installation**.

"(2) If the **participant** who is responsible for ensuring there is a **metering installation** changes under subclause (1), the responsibility for providing **submission information** to the **reconciliation manager** under Part 15 changes.

*"Livening and energising points of connection"*

**"10.28 Livening point of connection"**

- "(1) No **participant**, other than—
- "(a) a **grid owner**, may **liven** a **point of connection** to the **grid**;
  - "(b) a **local network owner** may **liven** a **point of connection** between its **local network** and—
    - "(i) an **embedded network**;
    - "(ii) another **local network**, but only if the other **local network owner** has agreed to the **livening**;
  - "(c) an **embedded network owner** may **liven** a **point of connection** between its **embedded network** and another **embedded network**, but only if the other **embedded network owner** has agreed to the **livening**;
  - "(d) a **distributor**, may **liven** an **ICP** that is not also an **NSP**.
- "(2) A **network owner** must, before **livening** a new **point of connection** to its **network** that is to be quantified with a category 0 **metering installation**, confirm that the relevant fields in the **registry** have been updated in accordance with Part 11.
- "(3) A **network owner** must not **liven** a new **point of connection** to its **network** that is to be quantified with a **category 1 metering installation**, or higher category of **metering installation**., unless requested to do so by—
- "(a) the **metering equipment provider**, for a **temporary energisation** of the **point of connection**; or
  - "(b) the **reconciliation participant** responsible for ensuring there is a **metering installation** for the **point of connection**.

**"10.29 Livening ICP that is not also NSP"**

A **distributor**—

- "(a) must not **liven** an **ICP** that is not also an **NSP** unless a **trader** has requested the **livening**; but
- "(b) may **liven** an **ICP** that is not also an **NSP** if a **metering equipment provider** has requested the **livening** for a **temporary energisation** of the **ICP**.

**"10.30 Livening NSP that is not also point of connection to grid"**

- "(1) A **network owner**—
- "(a) must not **liven** an **NSP** that is not also a **point of connection** to the **grid** unless a **reconciliation**

- participant** has requested the **livening**; but
- "(b) may **live** an **NSP** that is not also a **point of connection** to the **grid** if a **metering equipment provider** has requested the **livening** for a **temporary energisation** of the **NSP**.
- "(2) A **distributor** must, within 5 **business days** of **livening** an **NSP** that is not a **point of connection** to the **grid**, advise the **reconciliation manager** of the following:
  - "(a) the **NSP livened**; and
  - "(b) the **livening date**; and
  - "(c) the **participant identifier** of the **metering equipment provider** for each **metering installation** for the **point of connection**; and
  - "(d) the **certification** expiry date of each **metering installation** for the **NSP**.

**"10.31 Livening point of connection to grid**

The **grid owner** must not **live** a **point of connection** to the **grid** until it has—

- "(a) ensured the processes described in clause 10.26 have been carried out; and
- "(b) requested, in the **prescribed form**, not less than 20 **business days** before the proposed **livening** date, authorisation from the **market administrator**, to **live** the **point of connection**; and
- "(c) obtained the authorisation referred to in paragraph (b) from the **market administrator**.

**"10.32 Reconciliation participant requesting livening of point of connection**

A **reconciliation participant** must only request the **livening** of a **point of connection** if the **reconciliation participant**—

- "(a) accepts responsibility for the **reconciliation participant's** obligations in this Part and Parts 11 and 15 for the **point of connection**; and
- "(b) has an arrangement with a **metering equipment provider** to provide 1 or more **metering installations** for the **point of connection**.

**"10.33 Energisation of point of connection**

- "(1) No **participant**, other than a **reconciliation participant**, may **energise**, or authorise the **energisation** of, a **point of connection**.
- "(2) A **reconciliation participant** must not **energise**, or authorise the **energisation** of, a **point of connection** unless—



- "(a) the **reconciliation participant** has accepted responsibility for the **reconciliation participant's** obligations in this Part and Parts 11 and 15 for the **point of connection**; and
  - "(b) 1 or more **certified metering installations** are in place in accordance with this Part.
- "(3) Despite subclause (2), a **reconciliation participant** may **energise a point of connection** if a **metering equipment provider** with whom it has an arrangement has requested the **energisation** for a **temporary energisation** of the **point of connection**.

*"General metering installation requirements*

**"10.34 Installation and modification of metering installations**

- "(1) This clause applies to each **metering installation**—
- "(a) proposed to be installed at a **point of connection** other than a **point of connection** to the **grid**; or
  - "(b) at a **point of connection** other than a **point of connection** to the **grid**, which is proposed to be modified.
- "(2) A **metering equipment provider** must, if this clause applies, consult with and use its best endeavours to agree with the **distributor** and the **trader** for the **point of connection**, before the design of the **metering installation** is finalised, on the **metering installation's**—
- "(a) required functionality; and
  - "(b) terms of use; and
  - "(c) required interface format; and
  - "(d) integration of the ripple receiver and the **meter**; and
  - "(e) functionality for controllable load.
- "(3) Each **participant** involved in the consultation referred to in subclause (2) must—
- "(a) use its best endeavours to reach agreement; and
  - "(b) act reasonably and in good faith.
- "(4) If the **participants** referred to in subclause (2) cannot agree, within 20 **business days** of the **distributor** first being advised of the proposed new or modified **metering installation**, on the **metering installation's** requirements set out in subclause (2)(a) to (e)—
- "(a) an affected **participant** may refer the matter to the **Authority** under clause 10.50 by advising the **Authority**—
    - "(i) that agreement has not been reached; and
    - "(ii) of the identity of all affected **participants**; and



- "(iii) the reasons (if and to the extent known) why agreement was not reached; and
- "(b) the **Authority**—
  - "(i) may, at its discretion, determine the **metering installation** requirements; and
  - "(ii) must, if it determines the **metering installation** requirements,—
    - "(A) do so in accordance with clause 10.50(4); and
    - "(B) advise each affected **participant** of the determination it has made.

**"10.35 Physical location of metering installations**

- "(1) A **reconciliation participant** responsible for ensuring there is a **category 1 metering installation** or **category 2 metering installation** must ensure that the **metering installation** is located as physically close to a **point of connection** as practical in the circumstances.
- "(2) A **reconciliation participant** responsible for ensuring there is a category 3 or higher **metering installation** must,—
  - "(a) if practical in the circumstances, ensure that the **metering installation** is located at a **point of connection**; or
  - "(b) if it is not practical in the circumstances to locate the **metering installation** at the **point of connection**, calculate the quantity of **electricity** conveyed through the **point of connection** using a **loss compensation** process approved by the **certifying ATH**.
- "(3) If a calculation is carried out under subclause (2)(b), the **reconciliation participant** must record in the **metering installation certification report**—
  - "(a) the details of the calculation; and
  - "(b) any assumption used; and
  - "(c) any measurement used.
- "(4) This clause does not apply to an existing **metering installation** that is in place on 6 June 2013.

**"10.36 Reconciliation participant to have arrangement with metering equipment provider**

A **reconciliation participant** must, before accepting responsibility to be the **reconciliation participant** for a **point of connection**, enter into an arrangement with a **metering equipment provider**—

- "(a) for the **reconciliation participant** to provide the **metering equipment provider** with physical access to the **metering installation** for the **point of**

**connection** and the premises at which it is situated;  
and

- "(b) arranging for the **de-energisation** if required by the **metering equipment provider** to enable the **metering equipment provider** to comply with its obligations under this Part; and
- "(c) for the **metering equipment provider** to provide the **reconciliation participant** with access at the **services access interface** to the **metering data** from the **metering installation** for the **point of connection**, in accordance with an authorisation from—
  - "(i) in the case of an **ICP**, the **consumer**; or
  - "(ii) in the case of an **NSP**, the **network owner**.

*"Active and reactive energy metering*

**"10.37 Active and reactive measuring and recording requirements**

- "(1) A **metering equipment provider** must ensure that each **half-hour metering installation** which is a **category 2 metering installation**, or higher category of **metering installation**, **certified** after 6 June 2013 measures and separately records, in accordance with this Part,—
  - "(a) if the measuring and recording requirement is for consumption only—
    - "(i) import **active energy**; and
    - "(ii) import **reactive energy**; and
    - "(iii) export **reactive energy**; or
  - "(b) if the measuring and recording requirement is for consumption and generation, or generation only—
    - "(i) import **active energy**; and
    - "(ii) export **active energy**; and
    - "(iii) import **reactive energy**; and
    - "(iv) export **reactive energy**.
- "(2) Despite subclause (1)(a)—
  - "(a) each **metering installation**, for a **point of connection** to the **grid**, **certified** after 6 June 2013, must measure and separately record—
    - "(i) import **reactive energy**; and
    - "(ii) export **active energy**; and
    - "(iii) import **reactive energy**; and
    - "(iv) export **reactive energy**; and
  - "(b) the accuracy of each local service **metering installation** for **electricity** used in and by a **grid substation** must be within the applicable accuracy tolerances set out in Table 1 of Schedule 10.1.

*"Certification of metering installations*

**"10.38 Certification of metering installations**

A **metering equipment provider** must—

- "(a) obtain and maintain **certification** in accordance with this Part—
  - "(i) for each **metering installation** for which it is responsible; and
  - "(ii) for each **metering component** in a **metering installation** for which it is responsible; and
- "(b) ensure that any tests required for **certification** under paragraph (a) are conducted in accordance with this Code including the obligations under Schedule 10.7 or 10.8 (whichever is applicable) by an **ATH** contracted by the **metering equipment provider**.

*"Metering infrastructure*

**"10.39 Responsibility for metering infrastructure integration**

"(1) A **metering equipment provider** must ensure that—

- "(a) for each **metering installation** for which it is responsible, an appropriately designed **metering infrastructure** is in place; and
  - "(b) in each **metering installation** for which it is responsible,—
    - "(i) each **metering component** is compatible with, and will not cause any interference with the operation of, any other **metering component** in the **metering installation**; and
    - "(ii) collectively, all **metering components** integrate to provide a functioning system; and
  - "(c) each **metering installation** for which it is responsible is correctly and accurately integrated within the associated **metering infrastructure**.
- "(2) Subclause (1) does not apply to a **de-energised metering installation** for an **ICP**.

*"Approved test houses and ATHs*

**"10.40 General requirements for approval as ATH**

"(1) A person wishing to be approved as an **ATH**, or an **ATH** wishing to renew its approval, must apply to the **Authority**—

- "(a) at least 2 months before the intended effective date of the approval or renewal; and

- "(b) in writing; and
  - "(c) in the **prescribed form**; and
  - "(d) in accordance with Schedule 10.3.
- "(2) A person making an application must satisfy the **Authority** (providing, where appropriate, suitable evidence) that the person—
- "(a) has the facilities and procedures to reliably meet, for the requested term of the approval, the minimum requirements of this Code for the class or classes of **ATH** for which it is seeking approval; and
  - "(b) has had an **audit** under Schedule 10.3; and
  - "(c) is a fit and proper person for approval.
- "(3) Any **approved test house** operated solely by an **ATH** is, for all purposes of this Code and the **Act**, deemed to be approved in accordance with the procedures in the Code.

**"10.41 Requirements applying to ATHs**

An **ATH** must, when carrying out activities under this Part,—

- "(a) only carry out activities for which it has been approved by the **Authority**; and
- "(b) exercise a degree of skill, diligence, prudence, foresight, and economic management, taking into account the technological complexity of the **metering components** and **metering installations** being tested—
  - "(i) determined by reference to good industry practice; and
  - "(ii) that would reasonably be expected from a skilled and experienced **ATH** engaged in the management and operation of an **approved test house**; and
- "(c) comply with all applicable safety, employment, environmental, and other enactments; and
- "(d) exercise any discretion given to it under this Part by—
  - "(i) taking into account the relevant circumstances of the particular instance; and
  - "(ii) acting professionally; and
- "(e) record the manner in which it carried out its activities and its reasons for carrying the activities out in that manner.

**"10.42 ATH's functions and ongoing obligations**

- "(1) An **ATH** must comply with this Code including Schedules 10.4, 10.7, and 10.8.
- "(2) An **ATH** must, if this Part requires an **ATH** to complete a

function or activity before a **metering installation** is **certified**, complete the function or activity as part of the process undertaken to obtain **certification** for the **metering installation**.

*"Metering installations that are inaccurate, defective, or not fit for purpose"*

**"10.43 Metering installations that are inaccurate, defective, or not fit for purpose to be investigated"**

"(1) For the purposes of this clause and clauses 10.44 to 10.48, a **metering installation** is—

- "(a) accurate, if it is within the applicable accuracy tolerances set out in Table 1 of Schedule 10.1;
- "(b) inaccurate, if it is outside the applicable accuracy tolerances set out in Table 1 of Schedule 10.1.

"(2) A **participant** must comply with this clause and clauses 10.44 to 10.48 if—

- "(a) in the case of a **metering equipment provider**, it is advised under subclause (3)(a); or
- "(b) it becomes aware of an event or circumstance that leads it to believe a **metering installation** is or could be—
  - "(i) inaccurate; or
  - "(ii) defective; or
  - "(iii) not fit for purpose.

"(3) A **participant** referred to in subclause (2)(b), other than the **metering equipment provider** responsible for the **metering installation**, must—

- "(a) advise the **metering equipment provider** responsible for the **metering installation** that it has become aware of an event or circumstance that leads it to believe the **metering installation** is or could be—
  - "(i) inaccurate; or
  - "(ii) defective; or
  - "(iii) not fit for purpose; and
- "(b) include, with the advice (if and to the extent they are known), all relevant details.

"(4) A **metering equipment provider** must, if it is advised under subclause (3)(a), or becomes aware as referred to in subclause (2)(b), within the period set out in subclause (5),—

- "(a) investigate—
  - "(i) if it is advised under subclause (3)(a), the event or circumstance that it is advised of; or
  - "(ii) if it becomes aware as referred to in subclause (2)(b), the event or circumstance that leads it to

believe the **metering installation** is or could be—

"(A) inaccurate; or

"(B) defective; or

"(C) not fit for purpose; and

"(b) complete, or arrange the completion of, a report that contains details of the **metering equipment provider's** investigation, its conclusion, and the reasons for its conclusion; and

"(c) provide the report to all affected **participants**.

"(5) The time period for the purposes of subclause (4) is as soon as reasonably practicable, but no later than—

"(a) 20 **business days** after becoming aware of the event or circumstance, for a **category 1 metering installation**:

"(b) 10 **business days** after becoming aware of the event or circumstance, for a **category 2 metering installation**:

"(c) 5 **business days** after becoming aware of the event or circumstance, for a category 3 or higher **metering installation**.

**"10.44 Metering installations that are inaccurate, defective, or not fit for purpose to be tested**

"(1) A **metering equipment provider** must, if a report provided under clause 10.43(4)(c) demonstrates that a **metering installation** for which it is responsible is inaccurate, defective, or not fit for purpose—

"(a) arrange testing of the **metering installation** by an **ATH**; and

"(b) arrange the provision of a statement of situation referred to in clause 10.46 by the **ATH**.

"(2) If the report demonstrates that a **metering installation** is accurate, not defective, and fit for purpose, a **participant** who believes that the **metering installation** is inaccurate, defective, or not fit for purpose, may require testing of the **metering installation** by—

"(a) advising the **metering equipment provider** responsible for the **metering installation**, within 5 **business days** of receiving the report, of—

"(i) its reasons for requiring testing; and

"(ii) the scope of the testing required; and

"(b) using its best endeavours to agree with the **metering equipment provider** on an **ATH** who will test the **metering installation** and provide a statement of situation under subclause (1).

- "(3) A **metering equipment provider** who has been advised under subclause (2)(a) that a **participant** believes that a **metering installation**, for which the **metering equipment provider** is responsible, requires testing, must arrange for an **ATH**—
- "(a) to test the **metering installation**; and
  - "(b) to provide the **metering equipment provider** with a statement of situation under subclause (1)(b) within 5 **business days** of—
    - "(i) becoming aware that a **metering installation** for which it is responsible may be inaccurate, defective, or not fit for purpose under subclause (1); or
    - "(ii) reaching an agreement with the **participant** under subclause (2)(b).
- "(4) If the **metering equipment provider** and the **participant** requesting the test under subclause (2) cannot, within 5 **business days** of the **metering equipment provider** being advised under subclause (2)(a), agree on an **ATH**, either **participant** may advise the **market administrator**, including the reasons, if and to the extent known, why agreement was not reached.
- "(5) The **market administrator** must, within 5 **business days** of being advised under subclause (4), advise the **metering equipment provider** of the **ATH** that it must instruct to carry out the testing and to provide a statement of situation under subclause (1)(b).
- "(6) The **metering equipment provider** must instruct the **ATH** referred to in subclause (5) within 5 **business days** of being advised by the **market administrator**.
- "(7) The **metering equipment provider** must ensure that the **ATH**, as soon as practicable after being contracted under subclause (1) or subclause (5), carries out the required testing and delivers the statement of situation to the **metering equipment provider**.
- "(8) Despite anything else in this Code, a **participant** is in breach of this Code from when the tests carried out by an **ATH** under this clause demonstrate that a **metering installation** is—
- "(a) inaccurate; or
  - "(b) defective; or
  - "(c) not fit for purpose.

**"10.45 Investigation and testing costs**

The **ATH's** costs incurred by the **metering equipment provider** under clause 10.44 must be borne by—



- "(a) the **metering equipment provider**, if the investigation or test demonstrates that the **metering installation** is—
  - "(i) defective; or
  - "(ii) inaccurate; or
  - "(iii) not fit for purpose; or
- "(b) the **participant** who required that the **metering installation** be investigated or tested, if the investigation or test demonstrates that the **metering installation** is—
  - "(i) not defective; and
  - "(ii) accurate; and
  - "(iii) fit for purpose.

**"10.46 Statement of situation**

- "(1) A statement of situation provided by an **ATH** under clause 10.44(1)(b) must include—
  - "(a) details of the tests carried out; and
  - "(b) results of the tests carried out; and
  - "(c) full details of what was found; and
  - "(d) conclusions of whether the **metering installation** is—
    - "(i) accurate;
    - "(ii) defective;
    - "(iii) fit for purpose; and
  - "(e) the reasons for the conclusions in paragraph (d); and
  - "(f) an assessment of the risk to the completeness and accuracy of the **raw meter data**; and
  - "(g) the details of any remedial action proposed or undertaken; and
  - "(h) any correction factors to apply to **raw meter data** to ensure that the **volume information** is accurate; and
  - "(i) the period over which the correction factor must be applied to the **raw meter data**.
- "(2) A **metering equipment provider** must, within 3 **business days** of receiving the statement of situation, provide copies of it to the relevant affected **participants** and the **market administrator**.

**"10.47 Correction of defects and inaccuracies in metering installation**

An **ATH** must, when taking action to remedy an inaccuracy or defect within a **metering installation**, ensure that records of any modifications that are carried out to the **metering installation** are kept for each **metering component** of the **metering installation** in the **metering records** and in a manner reasonable in the circumstances to ensure that

further investigation can be carried out.

**"10.48 Correction of defects and inaccuracies in raw meter data**

- "(1) A **participant** may, within 40 **business days** of receiving a statement of situation under clause 10.46(2), advise the **metering equipment provider** of any questions, or requests for clarification, it has in relation to the corrections needed to the **raw meter data** from the **metering installation**.
- "(2) A **metering equipment provider** must, within 10 **business days** of being advised under subclause (1), respond in detail to the questions or requests for clarification.
- "(3) A **metering equipment provider** must, within 10 **business days** of being advised under subclause (1), advise the **reconciliation participant** responsible for providing **submission information** for the **point of connection**, of the correction factors referred to in clause 10.46(1)(h) and the period referred to clause 10.46(1)(i).
- "(4) The **reconciliation participant** must apply the correction factors advised under subclause (3), for the period advised under subclause (3), to the **raw meter data** to obtain more accurate information as required under clause 15.12.

*"NSP table*

**"10.49 NSP table**

- "(1) The **market administrator** must **publish** and maintain an **NSP table**, or ensure that an **NSP table** is **published** and maintained, on the **Authority's** website.
- "(2) The **reconciliation manager** must advise the **market administrator** of any change to the information contained in the **NSP table** within 1 **business day** of becoming aware of such change.
- "(3) The **market administrator** must update the **NSP table**, or ensure that the **NSP table** is updated, within 2 **business days** of being advised by the **reconciliation manager** under subclause (2).

*"Dispute resolution*

**"10.50 Dispute resolution**

- "(1) A **participant** must, in good faith, use its best endeavours to resolve any dispute with any other person about a matter dealt with in this Part.
- "(2) A **participant** may refer any dispute or failure to reach agreement within the required timeframe in this Part to the

**Authority** for determination.

- "(3) A complaint may, if it is not resolved under subclause (1), or by determination of the **Authority** under subclause (2), be referred to the **Rulings Panel** in accordance with subpart 4 of Part 2 of the **Act** and the **regulations**, by the **Authority** or a **participant**.
- "(4) When determining a dispute, or failure to reach agreement, under subclause (2), the **Authority** must do so in a way that—
  - "(a) is consultative with the parties involved; and
  - "(b) encourages the parties, where possible, to work together on matters that are agreed; and
  - "(c) takes into account the costs to be borne by, and the benefits that would accrue to, the **participants** involved; and
  - "(d) maximises the use of informal means to resolve the dispute or conclude an agreement.
- "(5) The existence of a dispute or failure to reach agreement does not excuse a **participant** from complying with this Code.
- "(6) A **participant's** obligations in this clause are subject to the **Act** and the **regulations**.

*"Transitional provisions*

**"10.51 Transitional provisions**

- "(1) In this clause—
  - "(a) Part 10 means Part 10 of the Code that was effective prior to 6 June 2013; and
  - "(b) reference to a COP means a **code of practice** under Part 10.
- "(2) The intent of this clause is—
  - "(a) as far as practicable, to preserve the effect of Part 10, prior to 6 June 2013; and
  - "(b) to clarify that a breach of Part 10 will subsist as a breach of the Code, despite the coming into force of this Part; and
  - "(c) to clarify that disputes and complaints about breaches under Part 10 must be resolved under this Part, and to provide the procedure to ensure that will happen; and
  - "(d) to clarify that certain exemptions, authorisations, and **code of practice** 10.5 variations under Part 10 will remain in force in accordance with their terms, as if they had been made under this Part; and
  - "(e) to clarify the effect of certain contractual arrangements after this Part comes into force; and
  - "(f) to clarify the effect of a **participant** being in

compliance with certain of the provisions in Part 10, after this Part comes into force.

"(3) A **certification**, as at 5 June 2013, of—

“(a) a **metering installation**—

“(i) as a **category 1 metering installation** that had interim **certification** under Part 10, continues under this Part until 1 April 2015; and

“(ii) as a category 6 **metering installation**, continues as a category 5 **metering installation** and otherwise in accordance with the terms of the **certification**; and

“(iii) as any other category, continues under this Part in accordance with the terms of the **certification**; and

“(b) a **metering component** continues under this Part in accordance with the terms of the **certification**.

"(4) An **audit** that was carried out under the Code by an **auditor**, that was completed, immediately prior to 6 June 2013, continues to have the effect and status of an **audit** under this Part.

"(5) The following persons **certified** and approved by the Electricity Commission or the **Authority**, under the Code, immediately prior to 6 June 2013, remain, for all purposes of this Part, **certified** and approved by the **Authority**, in accordance with the terms and scope of the relevant **certification** and approval as if such **certification** and approval had been issued under this Part:

"(a) an **auditor**; and

"(b) an **approved test house**, which will be approved as an **ATH** under this Part.

"(6) The following continue in effect despite anything else in, or the coming into force of, this Part, to the extent that they relate to or concern the same, or similar, obligations under this Part, and will apply to a **participant's** obligations under or compliance with, the relevant obligation under this Part:

"(a) an approval for an alternative quality management system previously issued under clauses 4(4) and 6(12) of COP 10.2:

"(b) an approval for an alternative standard previously issued under clause 3(4) of COP 10.2 and clause 2 of COP 10.2 and 10.3:

"(c) a variation under clause 3(15) or 4(7) to 4(9) of COP 10.3:

"(d) a temporary **certification** under clause 9(17) of COP 10.3:

"(e) an alternative standard that an **approved test house**

- has used in the **certification** of a **metering installation** under clause 2 of COP 10.3 and clause 2 of COP 10.4:
- "(f) a variation approved by the **market administrator** under COP 10.5:
  - "(g) a statistical sampling process under clause 5(18) of COP 10.3:
  - "(h) an exemption under section 11 of the **Act**.
- "(7) An **ATH** must, if it has **certified** a **metering installation** using an alternative standard referred to in subclause (6)(e), in accordance with Part 10, advise the **Authority** of that alternative standard within 3 **business days** of 6 June 2013.
- "(8) The following continue in effect, despite anything else in, or the coming into force of, this Part, to the extent that they relate to or concern the same, or similar, obligations under this Part, and apply to a **participant's** obligations under or compliance with, the relevant obligation under this Part:
- "(a) **calibration** intervals referred to in clause 6(1) of COP 10.2; and
  - "(b) the maximum intervals between inspections referred to in clause 9(2) of COP 10.3, provided that if the date by which the next inspection would, under this Part, be later, then such later date will apply.
- "(9) Despite anything else in, or the coming into force of, this Part—
- "(a) clause 10.4 and clauses 10.12 to 10.15 of Part 10 continue to apply insofar as they relate to all **raw meter data interrogated** and processed under Part 10, on which **submission information** is based that is still subject to the reconciliation process under Part 15, until the reconciliation process for the **submission information** has been concluded in accordance with Part 15; and
  - "(b) clauses 10.7(b) and (c) of Part 10 continue to apply in relation to all **raw meter data** recorded before 6 June 2013; and
  - "(c) an **approved test house's** obligations under clauses 5(16) and 5(17) of COP 10.2 and clause 4(12) of COP 10.3 will continue in accordance with their terms in relation to all records created before 6 June 2013.
- "(10) If a **participant** is a party to an arrangement, assignment, or contract (including an agency agreement) previously entered into under clauses 10.2, 10.3, or 10.6 of Part 10 in relation to a **participant's** responsibilities under Part 10 that is inconsistent with this Part, the arrangement, assignment, or contract ceases to be effective from 6 June 2013, but this is

without prejudice to any existing disputes under such arrangements, assignments, or contracts, that must be resolved between the relevant persons concerned in accordance with the arrangement, assignment, or contract as if it remained effective.

"(11) Despite anything else in, or the coming into force of, this Part—

"(a) any dispute concerning a **metering installation**, **metering data**, **raw meter data**, and all related matters that were in existence immediately before 6 June 2013,—

"(i) remain in existence; and

"(ii) may be resolved under clause 10.50; and

"(b) any breaches or alleged breaches of Part 10, and investigations of rule breaches or alleged rule breaches under Part 10, are unaffected and must be concluded as if the relevant provisions alleged to have been breached, under Part 10, and the relevant Part 10 definitions remain in force; and

"(c) any rule breaches or alleged rule breaches described in paragraph (b) will be dealt with by the **Authority** and the **Rulings Panel** under clause 10.50 and the **Act**.

"(12) Despite anything else in, or the coming into force of, this Part, subclause (13) applies to a **participant** who was immediately prior to 6 June 2013 responsible under Part 10 for—

"(a) measuring the quantity of **electricity** at any **metering installation**; or

"(b) estimating the quantity of **unmetered load**.

"(13) A **participant** described in subclause (12), who is responsible for **volume information** which has not, at 6 June 2013, been submitted to the **reconciliation manager** in accordance with Part 15 must complete the submission of the **volume information** to the **reconciliation manager** in accordance with Part 10, as if that Part remained effective.

"(14) Despite anything else in, or the coming into force of, this Part, a **participant** who is responsible for a **metering installation** under Part 10, immediately prior to 6 June 2013 must remain in compliance with—

"(a) clauses 10.7(b) and 10.7(c) of Part 10, in respect of **raw meter data** kept before 6 June 2013, and does not breach any of the corresponding obligations in this Part, provided that the **participant** keeps the **raw meter data** in compliance with clauses 10.7(b) and 10.7(c) of Part 10; and

"(b) clause 10 of COP 10.3, in respect of records kept

before 6 June 2013, and does not in breach any of the corresponding obligations in this Part, provided that the **participant** keeps the records in compliance with rule 10 of COP 10.3.

"(15) The following procedures commenced before, but not completed by, 6 June 2013 are not valid unless they are completed in compliance with this Part:

"(a) **metering installation** tests; and

"(b) **audits** of an **approved test house** under Part 10 (which must be completed as an **audit** of an **ATH** under this Part).

"(16) The obligations of a **metering equipment provider** expressed in this Part as applying in relation to arranging **certification** of a **metering installation** or a **metering component** after 6 June 2013 do not apply to—

"(a) a **metering installation** referred to in subclause (3)(a):

"(b) a **metering component** referred to in subclause 3(b).