

Effective 7 April 2004

## Conditions of Service for Contestable Consumers

### **1 Introduction**

This Conditions of Service document (the “**Agreement**”) sets out the terms on which we agree to provide certain market support services to Contestable Consumers in the new electricity market. There shall be one market support services account and one Agreement for each of the premises for which you have been classified as contestable. In this Agreement, capitalised words have the meanings set out in Appendix 1.

### **2 Notification of Contestability**

This Agreement only applies to you and your premises if you have received notification from the Energy Market Authority or from us (the “**Contestability Notice**”) that you have been classified as a Contestable Consumer in respect of those premises. This Agreement is subject to, and you agree to comply with all your obligations under, all Applicable Laws. You further agree to comply with any direction or instruction issued by us in compliance with all Applicable Laws.

### **3 Premises Receiving Supply before Receipt of Contestability Notice**

- 3.1 This section 3 only applies to you if you were already receiving a supply of electricity at your Premises prior to receiving the Contestability Notice.
- 3.2 Within 60 days of such classification as a Contestable Consumer for your Premises (the date of which shall be specified in the Contestability Notice) or within such further period as the Energy Market Authority may determine (the “**Grace Period**”), you may commence purchasing electricity from either (a) a Retailer or (b) the Wholesale Electricity Market.
- 3.3 Until you commence purchasing electricity from a Retailer or directly from the Wholesale Electricity Market, or if you do not, until the expiry of the Grace Period, the terms and conditions of your existing electricity purchase arrangements for your Premises will continue in full force and effect. Thereafter, your continued use of electricity and/or your use of any of the Services shall be deemed to constitute your acceptance of this Agreement, which shall take effect at that time.
- 3.4 If you do not commence purchasing from either a Retailer or directly from the Wholesale Electricity Market within the Grace Period, we are entitled to assume that from the expiry of the Grace Period you will purchase electricity from us on the terms set out in this Agreement.
- 3.5 Notwithstanding the change in your electricity purchase arrangements for your Premises which shall occur during or at the expiry of the Grace Period, you shall remain subject to and liable for all obligations and liabilities which were incurred by you under your existing electricity purchase arrangements in respect of your Premises prior to such change, regardless of the date on which any claim relating thereto may be made, subject only to the provisions of the Limitation Act (Cap. 163).

### **4 Premises not Receiving Supply Before Receipt of Contestability Notice**

If you were not already receiving a supply of electricity at your Premises prior to receiving the Contestability Notice, then you shall be referred to in this Agreement as a “Retail Consumer”, a “Direct Market Consumer” or a “MSSL Consumer”, depending upon which Application Form you have submitted to us. This Agreement shall take effect upon the date we receive your duly completed Application Form.

## **5 Security**

- 5.1 As a Direct Market Consumer or a MSSL Consumer, you are required to provide and maintain payment security failing which, we may refuse to provide you with, or may discontinue the provision of, Services under this Agreement. Subject to the provisions of the Market Support Services Code, such payment security may be applied by us in or towards payment of any amount which is due and payable to us.
- 5.2 If you are or wish to become a Direct Market Consumer or a MSSL Consumer, or you are a Retail Consumer with a split billing option you are required to provide us with payment security, which we will calculate in accordance with the relevant provisions of the Market Support Services Code.
- 5.3 If :
- (a) you were already receiving a supply of electricity at your Premises prior to receiving the Contestability Notice you shall have to submit to us a security of an amount which we shall notify you by such specified period stated in such notification. You may transfer your current security for electricity consumption with us and top up the shortfall;
  - (b) you were not already receiving a supply of electricity at your Premises before receiving the Contestability Notice, we shall require you to provide us with the relevant security before we begin supplying you with any Services.
  - (c) at any time after receiving the Contestability Notice, you are a Retail Consumer or a Direct Market Consumer and you change your purchase arrangements to become a MSSL Consumer, you shall provide us with the amount of security we require within seven days from the date of our notification.
- 5.4 From time to time we will review the amount of your security and may require you to increase it. If we notify you of such an increase, you shall provide new or additional security within 7 calendar days of our notification.
- 5.5 We will accept any of the following in a form acceptable to us, or any combination thereof, as security:
- (a) a banker's guarantee
  - (b) an irrevocable letter of credit;
  - (c) a cash deposit; or
  - (d) such other legal forms of security which, in our discretion, we determine appropriate.

We are entitled to retain any interest earned on a cash deposit.

## **6 Other Services Which We Provide**

- 6.1 Whilst you may choose how you wish to purchase electricity, there are other Services which only we can provide to you.
- 6.2 The Services which only we provide are:

- 6.2.1 consumer registration and transfer services: we open the account in respect of your Premises and record the particular electricity purchase arrangements you have selected or are assumed to have selected.
- 6.2.2 temporary discontinuance of your electricity supply or account closure: we can arrange for your supply of electricity to be temporarily discontinued or for your account to be closed.
- 6.2.3 providing you with information about your account: we can provide you with historical information concerning the account for your Premises. The type of information available is set out in the Market Support Services Code.
- 6.2.4 providing metering services: we read your meter and use this information to produce data from which electricity charges are calculated.
- 6.2.5 entering into vesting contracts with generation licensees: we may be required by the Energy Market Authority to enter into contracts in order to hedge against variations in the Vesting Contract Reference Price. Your share of the resulting credits or debits will be calculated and credited or invoiced by us to you (if you are a Direct Market Consumer or a MSSL Consumer) or to your Retailer (if you are a Retail Consumer) in accordance with the terms of the Market Support Services Code.
- 6.3 If you wish to change your electricity purchase arrangements or if you wish to request a Service referred to in clause 6.2.2 or 6.2.3, you must submit a service transaction request in accordance with the Market Support Services Code. You acknowledge that the Market Support Services Code allows other persons to submit service transaction requests that relate to you. We will process each service transaction request received from you or another person, and give effect (or not as the case may be) to that request, in each case in accordance with the provisions of the Market Support Services Code. The Services referred to in clauses 6.2.4 and 6.2.5 are not subject to request and are provided by us as described in those sections.
- 6.4 Notwithstanding any change in your electricity purchase arrangements made under this Agreement, you shall remain subject to and liable for all obligations and liabilities which were incurred by you under this Agreement prior to such change, regardless of the date on which any claim relating thereto may be made, subject only to the provisions of the Limitation Act (Cap. 163).
- 6.5 If at any time you are a Retail Consumer, we notify you that we have terminated the market support services agreement with your Retailer and that you are therefore required to purchase a supply of electricity from us or if we notify you that you are required under any Applicable Law to purchase a supply of electricity from us, you will, without prejudice to your right to change your electricity purchase arrangements as described in clause 6.3 at any time thereafter, automatically become a MSSL Consumer with effect from the date stated in such notification.

## **7 Conditions to be satisfied before Turn-On or Consumption**

- 7.1 This clause 7 will only apply to you if you were not receiving a supply of electricity at your Premises prior to receiving the Notice of Contestability. You agree that you shall not allow Turn-On to be effected, or if it has already been effected on or prior to the date on which this Agreement takes effect, you agree that you shall not consume any electricity, until:
  - 7.1.1 your market support services account has been opened;

- 7.1.2 all necessary Meter Installations have been installed, comply with the requirements of the Metering Code and are functioning properly;
  - 7.1.3 an initial meter reading has been taken which is satisfactory to us;
  - 7.1.4 you have satisfied all conditions which SP PowerAssets and, if you are a Retail Consumer, your Retailer requires to be satisfied prior to Turn-On being effected; and
  - 7.1.5 you have provided security to us in the amount required by us.
- 7.2 We shall:
- 7.2.1 have no obligation or responsibility to ensure that Turn-On is effected or that it is effected in accordance with your requirements as to date and time; and
  - 7.2.2 without prejudice to the generality of section 10 of this Agreement, not be liable for any losses, liabilities, costs or expenses arising as a result of any delay or failure in effecting Turn-On or from the manner in which it occurs.

## **8 *Paying Bills***

- 8.1 Our charges for providing the Services are regulated by the Energy Market Authority and may vary from time to time. You accept our bills for Services as conclusive and binding for all purposes but nothing herein shall preclude us from correcting any error or omission made in a bill from time to time.
- 8.2 We will invoice our charges as follows:
  - 8.2.1 if you are a Retail Consumer, our bill will be sent to your Retailer;
  - 8.2.2 if you are a Retail Consumer but we have issued a notice (which we have not subsequently revoked) informing you that we have terminated the market support services agreement entered into with your Retailer or we are required under any Applicable Law to send our bill directly to you, then our bill will be sent to you; and
  - 8.2.3 if you are not a Retail Consumer, our bill will be sent to you.
- 8.3 You shall pay any bill sent by us on or before the due date shown on the bill. The due date is fourteen calendar days from the date of the bill. You may pay bills by cheque, Giro deduction, cash or NETs at any Customer Service Counter in Singapore Power Building, 111 Somerset Road. Post-dated cheques are not acceptable and will not be returned. If, by the payment due date of any invoice, the entire outstanding balance stated therein is not paid in full, a late payment charge ("LPC") at 1% will be imposed on the outstanding balance. The LPC will be compounded monthly until the entire outstanding amount (including the LPC) is paid.
- 8.4 All payments under this Agreement shall be made:
  - (a) in immediately available and freely transferable funds to such account of the MSSL and with such bank as the MSSL may designate from time to time for such purpose;
  - (b) without deduction, set off or deferment in respect of sums the subject of any disputes or claims whatsoever save for sums the subject of a final award or judgement (after exhaustion of appeals if this opportunity is taken) or which by agreement between the Parties may be so deducted or set off; and
  - (c) together with any taxes payable in respect thereof.

- 8.5 Payment for each invoice shall be made on or before its due date during the continuance of any dispute resolution process under this Agreement. Upon resolution of any dispute in relation to an invoice or invoices in accordance with this Agreement, any amount which you may have overpaid or underpaid will be credited (with interest at a rate equal to the Prescribed Rate, which shall accrue daily on the amount overpaid on and from the date of payment to the date of refund, if it is determined that the MSSL was at fault) or debited (as the case may be) to a bill to be issued to you in accordance with the MSS Code.

## **9 Meters and Meter Reading**

- 9.1 You must notify SP PowerAssets and us immediately upon discovering that your Meter Installation has been damaged or tampered with. In the event metering data is not available or in the circumstances permitted under the Metering Code, we reserve the right to estimate the amount of electricity you have used.
- 9.2 The Meter Installation shall be read at our scheduled frequency and we reserve the right to change such frequency from time to time and to make unscheduled readings in the circumstances permitted under the Metering Code. There shall be a charge per additional meter reading requested by you.
- 9.3 If you wish to shut down your installation for any period of time for whatever reason and which shutdown does not involve the services of SP PowerAssets, please inform us with at least two business days notice, failing which you may be liable for estimated consumption during such periods of absent meter recording. If the shutdown requires the involvement of SP PowerAssets, you or your Retailer on your behalf shall first make an application to SP PowerAssets for such shutdown. After the confirmation and acceptance of your application by SP PowerAssets we shall on your behalf submit a request for the temporary disconnection in accordance with the Market Support Services Code.
- 9.4 You are required to have a functioning telephone line for the purpose of reading the meters remotely and you shall be responsible for maintaining the telephone line at your cost. Such telephone line may at your discretion be an existing line or a new line. The telephone line may be shared for other usage but must be available for us to read the meters remotely without interference.
- 9.5 If the meters cannot for any reason be read remotely we shall conduct a manual read on site at your cost. You shall provide us access to your property upon written notice or upon identification by our staff to you to enable us to read your meters.

## **10 Liability**

- 10.1 To the extent permitted by applicable law, and where neither party has excluded liability to the other party under or in connection with this Agreement, each party's liability to the other party, whether arising in contract, tort, breach of statutory duty or otherwise, shall not exceed 12 months of Market Support Services charges paid to the Market Support Services Licensee in respect of each incident or series of related incidents. Each party's liability to the other party shall be limited to direct losses resulting from any wilful misconduct or negligence of the relevant Party. Except to the extent that liability may not be so excluded under applicable law, each party excludes all liability in respect of any indirect or consequential loss (including any loss of profits, business, goodwill or any economic loss) arising from or in connection with the execution of this Agreement, whether such liability arises in contract, tort, breach of statutory duty or otherwise.
- 10.2 Each Party shall have a duty to mitigate its losses, liabilities or damages arising out of or in connection with the execution of this Agreement.

- 10.3 Subject to section 10.1, each party shall indemnify and hold harmless the other Party from all claims, losses or liabilities sustained as a result of that Party's negligence or wilful misconduct.
- 10.4 For the purpose of this Agreement, any act or omission of a Party carried out in strict compliance with:
- (a) a direction of the PSO, the EMA or the EMC in accordance with (where applicable) the Electricity Act or the Market Rules; or
  - (b) its obligations under the Market Rules or an applicable Code of Practice; shall be deemed not to constitute wilful misconduct, negligence nor a breach of this Agreement.
- 10.5 Nothing in this Agreement shall exclude or limit the liability of any Party for death or personal injury caused by that Party's negligence or wilful misconduct.
- 10.6 Nothing in section 10.1 shall be construed as limiting the liability of a Party in respect of a breach of that Party of the confidentiality obligations in this Agreement.
- 10.7 The rights, obligations and remedies set out in this Agreement are intended to be the exhaustive rights, obligations and remedies of the Parties with respect to this Agreement and shall apply to all liabilities and claims of any kind, whether as a result of a breach of any obligations, warranty or representation, negligence, breach of a statutory duty, strict liability or otherwise howsoever arising on the part of either Party.
- 10.8 Each of the sections and parts of sections of this Article 5 shall:
- (a) be construed as a separate and severable contract term, and if one or more of such sections or part of a section is held to be invalid, unlawful or otherwise unenforceable, the other or others of such sections shall remain in full force and effect and shall continue to bind the Parties;
  - (b) survive termination of this Agreement.

## **11 Events outside our reasonable control**

If we are unable to perform any obligation under this Agreement because of an event beyond our reasonable control, we will not be required to perform the obligation until that event has ceased.

## **12 Discontinuance of Supply and Account Closure**

- 12.1 We reserve the right to procure the discontinuance of the supply of electricity to you and to discontinue other Services where (i) subject to the provisions of the Market Support Services Code, your overdue payment remains unpaid after 16 calendar days of our notification; (ii) you fail to comply with our requirements in respect of payment security within the relevant time; (iii) you breach a material provision of this Agreement (other than any provision in respect of payment for services or payment security); (iv) any legal approval, licence, permit or authorisation necessary to enable you to carry on your principal business or activities is suspended, revoked or otherwise ceases to be in full force and effect; (v) it becomes, or you claim that it has become, unlawful for you to comply with your obligations under this Agreement or you cease to carry on your principal business or a substantial part of it; (vi) an Insolvency Event (as defined in clause 12.8) occurs or (vii) permitted or required under any Applicable Laws.
- 12.2 Where the supply of electricity to your Premises has been discontinued pursuant to clause 12.1, you shall :

- 12.2.1 remain liable for all charges for the Services which have accrued up to and including the date of discontinuance and which have not been paid; and
- 12.2.2 be liable for all liabilities, losses, costs and expenses associated with such discontinuance, which shall be payable by you upon our demand.
- 12.3 If within 30 days of your supply of electricity being discontinued pursuant to clause 12.1:
- (a) the event which caused the discontinuance is remedied;
  - (b) you have paid our reasonable expenses in discontinuing and resuming such supply; and
  - (c) you have provided any additional security we may require,
- we shall arrange for the supply of electricity to your Premises to be resumed and shall resume the Services which we were providing to you at the time of the discontinuance.
- 12.4 We shall have no obligation or responsibility to ensure that the supply of electricity to your Premises is resumed or that it is resumed by a particular date or time, and, without prejudice to the generality of section 10 of this Agreement, we shall not be liable for any losses, liabilities, costs or expenses arising as a result of any delay or failure in resuming such supply or from the manner in which it occurs.
- 12.5 You or any person authorised by you shall give us at least 12 business days notice if you wish to close your market support services account, in which case you shall provide us with details of your new address (if any) or a forwarding address. We shall close your market support services account if we have procured the discontinuance of the supply of electricity to you under clause 12.1 and you do not satisfy the requirements of clause 12.4. We shall cease the provision of all Services in respect of your Premises upon account closure.
- 12.6 We reserve the right to include in any bill sent to you in respect of the Premises any outstanding debt owing by you in respect of any other premises and to apply your payment security provided under this Agreement in or towards payment of such outstanding debt.
- 12.7 For the purpose of clause 12.1, an Insolvency Event shall occur when (i) you enter into or take any action to enter into any arrangement, composition or compromise with, or an assignment for the benefit of, all or any class of your creditors or members or a moratorium involving any of them; (ii) you are or claim that you are unable to pay from your own money your debts when they fall due for payment; (iii) a receiver, manager, judicial manager or person having a similar or analogous function is appointed in respect of any of your property; (iv) an administrator, liquidator, trustee in bankruptcy or person having a similar or analogous function is appointed in respect of you or any action is taken to do so; (v) you are wound up or dissolved or an application is made for your winding up or dissolution or a resolution is passed or any steps are taken to pass a resolution for your winding up or dissolution; except as part of a bona fide corporate reorganisation; (vi) you are taken to be insolvent or unable to pay your debts under any relevant law.

### **13 General**

- 13.1 All communications (except general enquiries and during an emergency) shall be sent by each party under this Agreement to the other party at the last known address by fax, post or hand. General enquiries may and communications during an emergency shall be communicated by telephone. The contact details are provided in our website at [www.mssl.com.sg](http://www.mssl.com.sg). Any such notice shall be deemed to be duly served (if given by fac-

simile) immediately, or (if given by courier or personally delivered) at the time of delivery, or (if given by post) twenty-four hours after posting and in proving the same, it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted. If you are a Direct Market Consumer, you will be an EBT System Participant and you shall communicate to us via the retail electronic business transaction system in accordance with the Market Support Services Code.

- 13.2 We may, subject to the approval of the Energy Market Authority, at any time without notice to you suspend, withdraw or terminate our Services provided to you or modify these terms and conditions. MSSL shall publish and notify consumers all terms and conditions so modified and such modified terms and conditions shall take effect at such time as may be approved by EMA.
- 13.3 This Agreement shall remain in full force and effect until such time as (a) the market support services account for your Premises has been closed pursuant to the terms of this Agreement and (b) each of the parties to this Agreement has fully discharged all of its obligations and liabilities incurred hereunder. We may use any legal measures to recover monies that you owe to us.
- 13.4 If any term of this Agreement is held to be unenforceable for any reason, the remaining terms will be unaffected and will remain in force.
- 13.5 You are not entitled to assign or transfer this Agreement to another person without our prior written consent.
- 13.6 This Agreement shall enure to the benefit of, and be binding on, your heirs, administrators, executors, successors and permitted assigns.
- 13.7 If you breach this Agreement, any delay or omission on our part in exercising any right, power, privilege or remedy under this Agreement or under any Applicable Law shall not impair such right, power, privilege or remedy or be interpreted as a waiver thereof.
- 13.8 Any waiver of our rights, powers, privileges or remedies under this Agreement or under any Applicable Law will only be effective if we notify you of such waiver in writing.
- 13.9 No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act by a person who is not a party to this Agreement.

#### **14 *Dispute Resolution***

- 14.1 Any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, shall be resolved by reference to arbitration in Singapore in accordance with the Arbitration rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force which rules are deemed to be incorporated by reference into this clause.
- 14.2 The arbitral tribunal shall consist of one arbitrator to be agreed upon by the parties. In the event that the parties are unable to reach such agreement within fourteen (14) days of a request by one party to the other party to agree to the appointment of a named arbitrator, the arbitral tribunal shall consist of three (3) arbitrators, one to be appointed by each of the parties and the third to be mutually selected by the two arbitrators appointed by the parties.

## APPENDIX 1

### DEFINITIONS AND INTERPRETATION

1.1 In this Agreement unless the context requires the following terms shall have the following meanings:

Agreement	this Agreement and its Appendices
Application Form	the application form for the provision of Services, which shall include alternative sections for Retail Consumers, Direct Market Consumers and MSSL Consumers respectively
Applicable Laws	the Act, our electricity licence, the Electricity Regulations, the Market Rules and the Codes and “Applicable Law” shall mean any of them
Business Days	a day which is not a Saturday, Sunday or a day on which banks are authorised or required to be closed in Singapore
Codes	the Market Support Services Code, the Metering Code and the Transmission Code, as well as any other code of practice issued by the Energy Market Authority with which you are obliged to comply
Contestable Consumer	a consumer who is, in accordance with the Electricity Act, eligible to purchase Electricity:  (a) from a Retailer;  (b) directly from any Wholesale Electricity Market; or  (c) indirectly from any Wholesale Electricity Market through us.
Direct Market Consumer	a Contestable Consumer who purchases electricity directly from the Wholesale Electricity Market
EBT System Participant	a person required to interface with us through the retail electronic business transaction system
Electricity Act	Electricity Act (CAP 89A)
Electricity Regulations	any regulations made under section 103 of the Electricity Act Market Company the company referred to in the Electricity Act as the “Market Company” which holds an electricity licence authorising it to operate any wholesale electricity market
Market Rules	the rules issued by the Authority governing, among other things, the Wholesale Electricity Market and the operation of the electricity system
Market Support Services Code	the code entitled as such issued by the Authority under the Electricity Act

Metering Code	the code entitled as such issued by the Authority under the Electricity Act
Meter Installation	an electricity meter and, if so equipped, the self contained meter transformers, wiring, test links, fuses, lamps, data recorders, miniature circuit breakers and communication modem required to provide remote access to the metered data
MSSL Consumer	a Contestable Consumer who purchases electricity indirectly from the Wholesale Electricity Market through us
Premises	premises which are the subject of this Agreement
Prescribed Rate	the rate which is four percentage points (4%) above the arithmetic average of the rates quoted by the Development Bank of Singapore Limited, Overseas-Chinese Banking Corporation Limited, and United Overseas Bank Limited (or such other banks as the Authority may specify in writing from time to time) as being the respective prime lending rates of such banks for each day of the period for which interest accrues, and in respect of any day during such period which is not a day for which such a rate is quoted the last preceding rate quoted shall apply; premises which are the subject of this Agreement
Retail Consumer	a Contestable Consumer who purchases electricity from a Retailer
Retailer	a person who is authorised by an electricity license to retail electricity to a Contestable Consumer
Services	the provision of electricity through indirect access to the Wholesale Electricity Market and the other services listed in clause 6.2 of this Agreement
SP PowerAssets	this means SP PowerAssets Limited (formerly known as PowerGrid)
System User's Manual	the manual prepared by us to describe the functionality and rules associated with the retail electronic business transaction system
Transition Period	defined in clause 3.2 of this Agreement
Transmission Code	the code entitled as such issued by the Authority under the Electricity Act
Turn-On	as defined in the Transmission Code : the closing of an incoming electrical switch controlled by the connected person, to allow flow of electricity to or from the relevant installation
Vesting Contract Reference Price	in respect of any half-hour, the Vesting Contract Reference Price for that half hour calculated in accordance with the applicable provisions of Chapter 7 of the Market Rules

Wholesale Electricity Market            the electricity market established by the Market Rules for the trading of electricity, ancillary services or any other electricity related products or services

We and Us                                    SP Services Limited, including our successors and assigns

- 1.2 A reference in this Agreement to the Act or the Electricity Regulations includes all statutes or regulations varying, consolidating, re-enacting, extending or replacing it or them.
- 1.3 A reference in this Agreement to a document or provision of a document includes a modification or supplement to, or replacement or novation of, that document or that provision of that document, as well as any exhibit, schedule, appendix or other annexure thereto.
- 1.4 A reference in this Agreement to a body, whether statutory or not, which ceases to exist or whose functions are transferred to another body includes a reference to the body which replaces it or which substantially succeeds to its functions, powers or duties.

## APPENDIX 2

### DISPUTE RESOLUTION PROCESS FOR CONTESTABLE CONSUMERS

1. As a contestable consumer you shall be provided with Market Support Services (MSS) from us (MSSL) in accordance with the Conditions of Services.
2. In the event that you have any dispute regarding any of the MSS you shall notify MSSL not later than FOURTEEN (14) business days from the date of such incident or event that so caused such dispute.
3. Such notification may be made by in writing to MSSL. MSSL will reply you in writing in 7 business days. An acknowledgement of your notification will be sent to you by the 7<sup>th</sup> business days if the investigation of the dispute cannot be completed within the afore-said period.
4. If you are dissatisfied with MSSL's reply you may within 7 business days from such reply request for a meeting with MSSL. MSSL shall give a written reply of its decision 7 business days after the meeting.
5. If you are dissatisfied with MSSL's reply in (4) above you may give formal notice to dispute in accordance with Clause 14 of the Conditions of Services.
6. In accordance with Clause 8.5 of this Agreement during the continuance of any dispute resolution process payment for each invoice shall be made on or before its due date under this Agreement. Upon resolution of any dispute in relation to an invoice or invoices in accordance with this Agreement, any amount which you may have overpaid or underpaid will be credited (with interest at a rate equal to the Prescribed Rate, which shall accrue daily on the amount overpaid on and from the date of payment to the date of refund, if it is determined that the MSSL was at fault) or debited (as the case may be) to a bill to be issued to you in accordance with the MSS Code.