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Department of Energy & Economic Diversification (DEED)

Via email: EPWA-AES@deed.wa.gov.au

Stakeholder Feedback – AES Code

To Whom It May Concern:

We write to provide feedback on the proposed AES Code in relation to both embedded networks (now SPN's) and on-site power supply services (OPS).

We act on behalf of commercial property owners (shopping centres, large format retail, office & industrial) and in broad terms agree that the concept of affording those customers who operate within a SPN or OPS reasonable rights, fair disclosure and contracts, alongside minimum standards for metering and billing.

We do have concerns and suggestions around the following aspects though:

Enforcement of Tenant Connection to Embedded Networks / SPNs and Government-Set Tariffs

In commercial properties, landlords invest significantly in infrastructure for a SPN / OPS and unwinding or altering that equipment is not economically feasible (for either the Landlord or Tenant) when an occupier is taking up a lease within a building.

Given this investment and the uneconomic reality of excluding individual tenants from an SPN / OPS, we believe that under the regulations, tenants should be required to connect to and use the on-site network rather than seeking a separate retail supply, which can undermine the economics of the shared infrastructure and lead to inefficiencies and major cost impacts. In reality, if a tenant does not want to be in a particular office building or shopping centre that utilises a SPN / OPS, they should simply choose not to take a lease there.

Recommendation:

The AES framework (both SPN and OPS obligations) should explicitly require tenants in multi-tenanted commercial premises to utilise the SPN network / OPS. This could include mandating that electricity charges to tenants align with government-regulated tariffs set annually on 1 July for Business and Government Electricity Pricing, which would prevent disputes over pricing while ensuring landlords recover costs fairly.

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PO Box 1041, Nedlands WA 6909 | elmpropertyinvestors.com.au

This approach would:

- Provide certainty and fairness for tenants.
- Protect landlord investments in infrastructure.
- Reduce administrative complexity.

Opportunity for a Standardised Disclosure Statement and Supply Contract

We understand the need for a disclosure statement and contract requirements, however, believe that these should be standard documents in a prescribed form, annexed to the regulations in order to minimise legal costs, disputes, and negotiation delays for both landlords and tenants.

Additionally, most shopping centres would contain a SPN and some form of OPS (if not currently then in planning). Many retailers also fall under the Commercial Tenancy (Retail Shops) Agreements Act 1985 "**Act**" and as such are afforded a number of protections at law. One of the requirements under that Act is to provide tenants with a Commercial Tenancy Disclosure Statement – Form 1 (available here: https://www.consumerprotection.wa.gov.au/publications/commercial-tenancy-disclosure-statement-form-1). Consideration should be given to simply integrating any new disclosure requirements in relation to SPN's / OPS into this already widely used form rather than overlaying new paperwork into an already heavily regulated industry.

Recommendation:

We believe that sophisticated tenants such as office & industrial occupiers, or retail tenants falling outside of the Act are more than capable of understanding a contract as contemplated in clause 8, and do not believe that those tenants require a Disclosure Statement.

We believe that any occupiers who are covered by the Act should be provided with a Disclosure Statement, but this should be incorporated into the existing standard disclosure statement as required under the Act. Adoption of a standard form for both the Disclosure requirements and contract would:

- Limit the ability of parties to make material amendments (subject to limited, defined exceptions, e.g., site-specific technical details).
- Streamline compliance and reduce legal costs.
- Enhance transparency and consumer protections as intended.

This is particularly valuable in commercial leasing contexts with high volumes of tenants. The standard forms should cover key elements already outlined in the draft (costs, limitations on supply/control events, maintenance, exit fees, cooling-off, etc.) and be clear, plain-language documents.

Thank you for the opportunity to provide feedback.

Yours sincerely

ADAM O'DONOGHUE
Director