



ESSENTIAL SERVICES COMMISSION

ELECTRICITY DISTRIBUTION LICENCE

**AUSNET ELECTRICITY SERVICES PTY
LTD ABN 91 064 651 118**

**As varied on
3 June 2015**

ELECTRICITY DISTRIBUTION LICENCE

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ELECTRICITY DISTRIBUTION LICENCE

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this licence, words and phrases appearing *like this* have the meaning given to them in part 1 of schedule 1.
- 1.2 This licence must be interpreted in accordance with the rules set out in part 2 of schedule 1.

2. GRANT OF LICENCE

- 2.1 Subject to the conditions set out in this licence, the *Licensee* is authorised to distribute or supply electricity.
- 2.2 Under this licence, the *Licensee* may only distribute or supply electricity to *supply points* located in the *Licensee's distribution area*.

3. TERM

- 3.1 This licence first had effect on 3 October 1994 and has been varied on the dates set out in schedule 3.
- 3.2 The *Commission* may revoke this licence in accordance with clauses 3.3 or 3.4.
- 3.3 The *Commission* may at any time agree with the *Licensee* that this licence should be revoked, in which case the term of this licence ends on the day agreed.
- 3.4 The *Commission* may at any time give notice of revocation in accordance with clause 3.5 to the *Licensee* if:
 - (a) the *Licensee* does not comply with an *enforcement order* or an *undertaking*; and
 - (b) the *Commission* is satisfied that revocation of this licence is necessary having regard to the *objectives*,in which case, subject to clause 3.6, the term of this licence ends on the expiration of the period of the notice.
- 3.5 The *Commission* must give at least 20 *business days* notice of revocation to the *Licensee* under clause 3.4.
- 3.6 The term of this licence does not end at the expiration of the period of a notice of revocation given under clause 3.4 if, before the expiration, the *Licensee* complies with the *enforcement order* or the *undertaking* (as the case may be).

4. USE OF SYSTEM AGREEMENTS

4.1 The *Licensee*:

- (a) must within 40 *business days* of a date nominated by the *Commission* in a *communication* given to the *Licensee*; and
- (b) may at any other time,

prepare and submit to the *Commission* a proposed *default use of system agreement* for approval by the *Commission*.

4.2 If the *Commission* has received a proposed *default use of system agreement* from the *Licensee* under clause 4.1, the *Commission* may:

- (a) approve it as submitted;
- (b) if there is not an existing *default use of system agreement*, approve it with amendments following consultation by the *Commission* on its proposed amendments; or
- (c) not approve it.

4.3 If:

- (a) the *Commission* has received a proposed *default use of system agreement* from the *Licensee* under clause 4.1; and
- (b) at the end of 60 *business days* after the day on which the proposed *default use of system agreement* was received by the *Commission* (or such longer period after that day not exceeding 30 days as notified by the *Commission* to the *Licensee*), the *Commission* has not:
 - (1) approved (with or without amendment) the proposed *default use of system agreement*; or
 - (2) advised the *Licensee* that the proposed *default use of system agreement* will not be approved,

the *Commission* will be deemed to have approved the proposed *default use of system agreement*.

- 4.4 Where a *retailer* or other person who has made an application for a *retail licence* requests the *Licensee* to offer a *use of system agreement* (for a period when no *use of system agreement* otherwise would be in force), the *Licensee* must offer to enter into a *written use of system agreement* in the form of the approved *default use of system agreement* with the *retailer* or other person within three *business days* of the request unless a *use of system agreement* between the *Licensee* and the person making the request has been terminated due to a material breach and the circumstances giving rise to that breach remain unchanged such that if that former agreement was still in force there would be an unremedied breach.
- 4.5 The *Licensee* and a *retailer* or other person who has made an application for a *retail licence* may negotiate a *use of system agreement* with terms and conditions different from those included in the *Licensee's default use of system agreement*. Each such *use of system agreement* must be in *writing*.
- 4.6 A *default use of system agreement* must contain terms and conditions which are fair and reasonable and do not unreasonably discriminate, or have the effect of creating unreasonable discrimination, between *retailers* or between *customers* of any *retailer*.
- 4.7 The *Licensee* must amend its *default use of system agreement* in accordance with any direction to do so given by the *Commission* if:
- (a) the *Commission* is of the opinion that, without the amendment, the terms and conditions:
 - (1) are not fair and reasonable; or
 - (2) unreasonably discriminate, or have the effect of creating unreasonable discrimination, between *retailers* or between *customers* of any *retailer*; and
 - (b) the *Commission* has given the *Licensee* an opportunity to make representations on the matter and to amend the *default use of system agreement* without such a direction.
- 4.8 Upon approval of a new *default use of system agreement* (under clause 4.2 or 4.3) or any required amendment to a *default use of system agreement* (under clause 4.7), the *Licensee* must:
- (a) make an offer within 3 *business days* to each *retailer* with whom it has a *use of system agreement* to enter into a replacement *use of system agreement* in the form of the new *default use of system agreement*; and
 - (b) if such offer is accepted, terminate the existing *use of system agreement*.
- The offer must remain open for acceptance by a *retailer* for at least 40 *business days*.
- 4.9 The *Licensee* must notify the *Commission* as soon as practicable if:
- (a) it gives any notice to a *retailer* in connection with the proposed termination of a *use of system agreement*; or

- (b) it terminates a *use of system agreement* without a replacement *use of system agreement* immediately coming into force.

4.10 The *Licensee* must not terminate a *use of system agreement* if the *Commission* so directs the *Licensee* specifying the duration and circumstances of the prohibition on termination.

5. DEEMED DISTRIBUTION CONTRACTS

5.1 The *Licensee*:

- (a) must by a date nominated by the *Commission* in a *communication* given to the *Licensee*, which is not less than 20 *business days* after the *communication* is given to the *Licensee*; and

- (b) may at any other time,

prepare and submit to the *Commission* proposed terms and conditions of a *deemed distribution contract* for approval by the *Commission*.

5.2 The *Licensee's* proposed terms and conditions submitted under clause 5.1 must adopt, restate or expressly deal with the subject matter of each provision of the *Electricity Distribution Code* as in force from time to time, other than clauses 1.1, 1.2, 1.3 and 1.7 of the *Electricity Distribution Code* and provisions dealing with embedded generation.

5.3 As soon as practicable after approval of proposed terms and conditions of a *deemed distribution contract* by the *Commission*, the *Licensee* must give notice of those terms and conditions and publish them in the Government Gazette in accordance with the *Act*.

6. OBLIGATION TO OFFER CONNECTION SERVICES AND SUPPLY TO A CUSTOMER

6.1 If a *retailer* or a *customer* requests the *Licensee* to offer:

- (a) to provide *connection services* so as to allow the supply of electricity from the *Licensee's distribution system* to an *electrical installation* of the *customer*; and
- (b) to supply electricity from the *Licensee's distribution system* to that *electrical installation*,

the *Licensee* must make such an offer within 20 *business days* in accordance with clause 11 and subject to the *Electricity Distribution Code* and, if the request is made by a *retailer*, the offer must be consistent with the *retailer's use of system agreement* with the *Licensee*.

7. OBLIGATION TO OFFER CONNECTION SERVICES TO EMBEDDED GENERATORS

- 7.1 If an *embedded generator* (or a person who has made application or intends to make application for a *generation licence* or for an exemption granted under the *Act*) requests the *Licensee* to offer to provide *connection services* so as to allow the supply of electricity from an *embedded generating unit* of the *embedded generator* which is in the *distribution area* to the *Licensee's distribution system*, the *Licensee* must make such an offer within 65 *business days* in accordance with clause 11.
- 7.2 An offer by the *Licensee* under clause 7.1 must require the *embedded generator* (or other) to comply with the provisions of the *Electricity Distribution Code* which are expressed to impose obligations on *embedded generators* unless otherwise agreed by the *Licensee* and the *generator* (both of whom in that respect must act reasonably).

8. OBLIGATION TO OFFER UNDERGROUNDING AND SIMILAR SERVICES

If a person requests the *Licensee* to participate in the development of a proposal to underground or otherwise relocate or modify any of the *Licensee's distribution fixed assets*, in order to:

- (a) avoid or minimise any threat or possible threat to the health or safety of any person or any property or the environment or an element of the environment; or
- (b) improve the amenity or appearance of the environment,

the *Licensee* must so participate and make an offer for such undergrounding or other relocation or modification within 20 *business days* in accordance with clause 11.

9. OBLIGATION TO OFFER TO PROVIDE CERTAIN SERVICES TO OTHER DISTRIBUTORS

- 9.1 If a *distributor* (or a person who has made application or intends to make application for a *distribution licence*) requests the *Licensee* to offer:
- (a) to provide services to facilitate the *distribution* of electricity by the *distributor* such as:
 - (1) power transfer capability services;
 - (2) reactive capacity at relevant points of *connection*;
 - (3) control protection and monitoring services;
 - (4) metering services; or

(b) to allow the *distributor* to:

- (1) use the poles, trenches, conduits, communication lines and cables which the *Licensee* has a right to use other than by the operation of a provision in the *distribution licence* of another *distributor* which is identical or similar to this clause 9.1(b); or
- (2) install or keep installed (as the case may be), use, maintain, modify and operate remote operations equipment,

and includes in the request all information the *Licensee* reasonably requires in order to make such an offer, the *Licensee* must make such an offer within 20 *business days* in accordance with clause 11.

9.2 The *Licensee* must ensure that it has sufficient rights in respect of all poles, trenches, conduits, communication lines and cables in the *distribution area* (other than those owned or controlled by another *distributor* licensed to distribute or supply electricity in the *Licensee's distribution area*) to enter into an effective contract for their use by another *distributor* under clause 9.1(b)(1).

10. OBLIGATION TO OFFER PUBLIC LIGHTING SERVICES

10.1 If a *public lighting customer* requests the *Licensee* to provide *public lighting services*, the *Licensee* must make an offer to do so within 20 *business days* in accordance with clause 11.

10.2 If a *public lighting customer* accepts an offer made by the *Licensee* in accordance with clause 10.1, the *Licensee* must comply with the resulting contract.

10.3 If a *public lighting customer*:

- (a) does not request or has not received an offer in accordance with clause 10.1; or
- (b) has not accepted an offer made by the *Licensee* in accordance with clause 10.1,

the *Licensee* must provide *public lighting services* (other than the installation of new *public lighting assets*) at a price and on terms and conditions which comply with:

- (c) the *Price Determination*;
- (d) any applicable *approved statement*; and
- (e) the *Public Lighting Code*.

10.4 From a date notified to the *Licensee* by the *Commission* in writing, the *Licensee* must allow a *public lighting customer* to purchase from a *retailer* or the *wholesale electricity market* the electricity supplied to *public lighting assets*.

11. REQUIREMENTS FOR OFFERS

- 11.1 A *Licensee's* obligation to make an offer within a number of *business days* under clause 6, 7, 8, 9 or 10 begins on the date when the *Licensee* receives the request or the date when the *Licensee* receives all information which the *Licensee* reasonably requires to make the offer, whichever is the later.
- 11.2 Any question as to the reasonableness of a requirement by the *Licensee* for information as contemplated by clause 11.1 is to be decided by the *Commission* on the basis of the *Commission's* opinion of the reasonableness of the requirement.
- 11.3 An offer made by a *Licensee* under clause 6, 7, 8, 9 or 10 must include a price and other terms and conditions which are fair and reasonable and consistent with:
- (a) the *Price Determination* or any other applicable price determination made by the *Commission*;
 - (b) any applicable *approved statement*; and
 - (c) in the case of clause 10, the *Public Lighting Code*.
- 11.4 Any question as to the fairness and reasonableness of a term or condition is to be decided by the *Commission* on the basis of the *Commission's* opinion of the fairness and reasonableness of the term or condition.
- 11.5 Any question as to the relevance or applicability of a *guideline*, the *Price Determination* or *approved statement* is to be decided by the *Commission* on the basis of the *Commission's* opinion of the relevance or applicability of the *guideline*, the *Price Determination* or *approved statement*.
- 11.6 If requested, the *Licensee* must not refuse to make an offer contemplated by clause 6, 7, 8, 9 or 10 unless:
- (a) the *Licensee* has already made an offer in response to an earlier request and the offer has not been accepted; or
 - (b) the *Licensee* is permitted or required to do so by any of the regulatory instruments with which the *Licensee* must comply under clause 22, or any applicable law.
- 11.7 If the *Licensee* proposes to *augment* its *distribution system* in connection with an offer to provide services under clause 6, 7, 8, 9 or 10 then, if required by any relevant *guideline*, the *Licensee* must call for tenders in accordance with that *guideline*. The *Licensee* must also comply with other aspects of that *guideline*.

12. PROVISION OF OTHER EXCLUDED SERVICES

- 12.1 The charge for and terms and conditions on which, in the conduct of its *distribution business*, the *Licensee* provides any *excluded service* other than an *excluded service* contemplated by clauses 6, 7, 8, 9 or 10 must be fair and reasonable and consistent with:
- (a) the *Price Determination* or any other applicable price determination made by the *Commission*; and
 - (b) any applicable *approved statement*.
- 12.2 Any question as to the fairness and reasonableness of such terms and conditions is to be decided by the *Commission* on the basis of the *Commission's* opinion of the fairness and reasonableness of the terms and conditions.

13. OTHER AUGMENTATION WORKS

Where:

- (a) the *Licensee* proposes to *augment* its *distribution system* otherwise than in connection with an offer to provide services under clause 6, 7, 8, 9 or 10; and
- (b) a *guideline* requires the *Licensee* to call for offers to perform the *augmentation* works, before the *Licensee* performs or procures the performance of any *augmentation* works,

the *Licensee* must call for offers to perform the *augmentation* works.

14. TRANSMISSION CONNECTION ASSET PLANNING AND AUGMENTATION

The *Licensee* is responsible for planning, and directing the *augmentation* of, *transmission connection assets* to assist it to fulfill its obligations under clause 6.

15. NATIONAL METERING IDENTIFIERS

- 15.1 The *Licensee* must issue a unique *NMI* for each *metering installation* in its *distribution area* (even in those cases where the *National Electricity Code* does not require it to do so) in a manner consistent with its obligations under the *National Electricity Code*.
- 15.2 The *Licensee* must issue a *NMI* under clause 15.1 prior to *connecting a customer's electrical installation* to the *distribution system*.

16. PROVISION OF INFORMATION TO THE RETAILER OF LAST RESORT

On request by a *retailer* which has been directed by the *Commission* to act as a *retailer of last resort*, the *Licensee* must disclose to the *retailer* such *customer* or other information as is necessary for the *retailer* to act as the *retailer of last resort* for a *customer*.

17. APPROVED STATEMENTS

17.1 The *Licensee*:

- (a) must by a date nominated by the *Commission* in a *communication* given to the *Licensee*, which is not less than 20 *business days* after the *communication* is given to the *Licensee*, and in accordance with that *communication*; and
- (b) may at any other time,

submit to the *Commission* for the *Commission's* approval a statement of the *Licensee's* proposed charge and terms and conditions for the provision of any *excluded service*.

17.2 The *Licensee* must publish or provide copies of any *approved statement*.

18. CONFIDENTIALITY

18.1 The *Licensee* must not:

- (a) use *customer* information acquired for one purpose for another purpose; or
- (b) disclose *customer* information to any person,

unless the *customer* has given consent in *writing* to the use or disclosure or the *Licensee* is authorised by or under this licence or by law.

19. STATEMENT OF CHARGES

On request from a *retailer*, the *Licensee* must provide to the *retailer* such information as the *retailer* reasonably requires to allow the *retailer* to include, in statements the *retailer* issues to any *customer* requiring payment in respect of electricity sold, the total of amounts charged by the *distributor* in respect of that *customer*.

20. COOPERATION WITH VENCORP

20.1 The *Licensee* must co-operate with *VENCorp* in the establishment of demand reduction procedures (including *customer* load shedding arrangements).

20.2 As soon as practicable after any request made by *VENCorp*, the *Licensee* must supply such information to *VENCorp* as *VENCorp* may reasonably require to perform its functions and exercise its powers under the *Act*.

20.3 Any question as to the reasonableness of a requirement by *VENCorp* for information as contemplated by clause 20.3 is to be decided by the *Commission* on the basis of the *Commission's* opinion of the reasonableness of the requirement.

21. NON-DISCRIMINATION IN CONDUCT OF BUSINESS

21.1 In conducting its *distribution business*, the *Licensee* must not unreasonably discriminate, or have the effect of creating unreasonable discrimination, between *retailers* or between *customers* of any *retailer*.

- 21.2 Without limiting clause 22.1, the *Licensee* must not use *customer* information or information about the activities of a *retailer* obtained by it in conducting its *distribution business* to gain an advantage for a *retail business* conducted by it or by a *related body corporate* if that information is not available to other *retailers*.
- 21.3 Any question as to the meaning of unreasonable discrimination or advantage, or the application of those concepts, is to be decided by the *Commission* on the basis of the *Commission's* opinion of the matter.

22. COMPLIANCE WITH ORDERS, CODES AND GUIDELINES

- 22.1 As well as complying with this licence, the *Licensee* must comply with all applicable provisions of:

- (a) any *order*;
- (b) the following codes:
 - (1) the *Electricity Distribution Code*;
 - (2) the *Electricity System Code*;
 - (3) the *Public Lighting Code*;
 - (4) the *Electricity Customer Metering Code*; and
 - (5) the *Electricity Customer Transfer Code*;
- (c) the *Price Determination*; and
- (d) any *guideline*, if the *guideline* itself requires the *Licensee* to comply or the *Commission* has informed the *Licensee* that compliance is required by way of a *communication* given to the *Licensee* by the *Commission*.

- 22.2 The *Licensee* must monitor its compliance with this licence and any *order*, code or *guideline* it is required to comply with under clause 22.1.

- 22.3 If the *Licensee* becomes aware of a material breach by the *Licensee* of this licence or any *order*, code or *guideline* it is required to comply with under clause 22.1, the *Licensee* must notify the *Commission* of the material breach as soon as practicable.

23. STANDARDS AND PROCEDURES

- 23.1 At the request of the *Commission*, the *Licensee* must participate to the extent specified by the *Commission* in the development, issue and review of any *standards and procedures* specified by the *Commission*.
- 23.2 The *Licensee* must in accordance with any *guideline* published for this purpose, or as directed by the *Commission*, report to the *Commission* on its performance against applicable *standards and procedures*.

23.3 In addition to its powers under section 26 of the *Act*, if the *Commission* considers that:

- (a) the *Licensee* has failed to comply with clause 23.1; or
- (b) *standards or procedures* applicable to the *Licensee* have been shown to be insufficient to prevent abuses by the *Licensee* of any monopoly power it enjoys,

the *Commission* may issue *standards and procedures* applicable to the *Licensee* and with which the *Licensee* must comply.

24. REGULATORY AUDITS

24.1 Upon request by the *Commission*, the *Licensee* must appoint an independent auditor to conduct audits of:

- (a) its compliance with obligations under this licence, including obligations to comply with codes and *guidelines*; and
- (b) the reliability and quality of information reported by the *Licensee* to the *Commission*, and the consistency of that information with the *Commission's* specifications.

24.2 The *Licensee* must comply, and must require the *Licensee's* auditor to comply, with relevant aspects of any *guideline* dealing with audits under this clause 24, including any minimum requirements relating to the appointment of the auditor, the terms and conditions of the appointment of the auditor, the scope of the audit, the conduct of the audit and the reporting of the results of the audit.

25. DISPUTE RESOLUTION

25.1 The *Licensee* must submit to the *Commission* for its approval, and if approved implement, a scheme for the fair, reasonable and effective investigation and resolution of disputes between it and:

- (a) a *customer* about the *Licensee's* services, billing and charging; and
- (b) aggrieved persons about the manner in which the *Licensee* conducts its business under this licence generally.

25.2 Unless it has been notified by the *Commission* that it need not comply with this clause 25.2, the *Licensee* must comply with clause 25.1 by submitting to the *Commission* for its approval an ombudsman scheme and implementing any such scheme that the *Commission* has approved.

25.3 An ombudsman scheme that is implemented by the *Licensee* to comply with clause 25.2 must contain and comply with terms and conditions that:

- (a) bind the *Licensee* to participate in the scheme and comply with its rules (as amended from time to time) from the date on which it is approved by the *Commission*;

- (b) provide the *Licensee's customers* and aggrieved persons with ready and equal access to the scheme;
- (c) subject to clause 25.3(d), present no cost barriers to *customers*;
- (d) do not permit fees to be charged to, or costs to be awarded against, residential and small business *customers*;
- (e) provide that the scheme be governed by a board consisting of an independent chairperson and equal numbers of *customer* representatives appointed by the *Commission* and representatives appointed by the members of the scheme;
- (f) in accordance with a process approved by the *Commission*, provide for those members of the scheme and *customer* representatives that are members of the board to appoint the chairperson after consultation with the *Commission*;
- (g) provide for the board to appoint the ombudsman;
- (h) require the board to inform the *Commission* of any proposed amendments of the scheme;
- (i) confer on the ombudsman the power to make rulings with which the *Licensee* is required to comply;
- (j) provide that, if the scheme prevents a ruling of the ombudsman from exceeding in value a maximum amount, that amount must be no less than \$20,000 in respect of a complaint from an individual *customer*;
- (k) confer on the ombudsman the power to impose sanctions on the *Licensee* for a breach of a ruling;
- (l) require the ombudsman to follow fair and efficient procedures, and make decisions that are fair and reasonable having regard to the law, the licences, industry codes, deemed contracts, and good industry practice;
- (m) enable the *Commission* to refer complaints in relation to the conduct of the participating *Licensee's* business conducted under this licence to the ombudsman;
- (n) require the *Licensee* to bear a fair proportion of the cost of the development, establishment and operation of the ombudsman scheme;
- (o) enable a question as to the fairness of the proportion of the costs which must be borne by a *Licensee* to be decided by the *Commission* on the basis of the *Commission's* opinion of the fairness of the proportion;
- (p) require the ombudsman to report to the *Commission* as and when required by the *Commission* on the operation of the scheme in relation to the industry of which the *Licensee* is part;

- (q) require the ombudsman to publish its decisions and annual reports on the operation of the scheme and the performance of each member of the scheme in relation to the industry of which the *Licensee* is part;
- (r) require the board to conduct periodic and comprehensive reviews of the performance of the scheme in consultation with members, *customer* representatives, the *Commission* and other interested parties; and
- (s) provide for the *Licensee* to withdraw from the scheme subject to:
 - (1) the *Commission* notifying the *Licensee* that it need not comply with clause 25.2;
 - (2) the *Licensee* providing to the *Commission* 12 months notice in *writing* of the *Licensee's* intention to withdraw; and
 - (3) the *Licensee* satisfying the *Commission* that the *Licensee* complies with clause 25.1.

26. SEPARATE ACCOUNTS

The *Licensee* must ensure that separate accounts are prepared for its *distribution business*.

27. PROVISION OF INFORMATION TO THE COMMISSION

The *Licensee* must provide to the *Commission*, in the manner and form decided by the *Commission*, such information as the *Commission* may from time to time require.

28. PAYMENT OF LICENCE FEES

28.1 The *Licensee* must pay as directed by the *Commission* a licence fee determined in accordance with section 22 of the *Act*.

28.2 Insofar as a fee or charge determined by the *Minister* under section 22 of the *Act* in respect of this licence is an annual fee or charge, it must be paid in either four equal installments on the last days of September, December, March and June in each year or paid in one payment on or before the last day of September in each year and in the manner notified to the *Licensee* by the *Commission*.

28.3 The *Licensee* must pay as directed by the *Commission* such other fees and charges in respect of this licence as are determined by the *Minister* in accordance with section 22 of the *Act*.

29. ADMINISTRATOR

29.1 If an *administrator* is appointed to the *Licensee's* business under section 34 of the *Act*, the *administrator* must exercise its functions and powers in such a manner as may be specified by the *Commission* in the instrument of appointment.

29.2 The *Licensee* is responsible for the acts and defaults of the *administrator*.

30. COMPLIANCE WITH LAWS

The *Licensee* must comply with all applicable laws.

31. VARIATION

This licence may be varied in accordance with section 29 of the *Act*.

32. TRANSFER OF LICENCE

This licence may be transferred in accordance with section 31 of the *Act*.

33. COMMUNICATIONS

33.1 A *communication* must be in *writing*.

33.2 A *communication* is to be regarded as having been given by the sender and received by the addressee:

- (a) when delivered in person to the addressee;
- (b) 3 *business days* after the date of posting, if the *communication* is posted within Australia;
- (c) 7 *business days* after the date of posting, if the *communication* is posted outside Australia;
- (d) when, according to the sender's transmission report, received by facsimile transmission by the addressee; or
- (e) when it is an electronic *communication*, in accordance with the *Electronic Transactions (Victoria) Act 2000*.

**THE COMMON SEAL of
THE ESSENTIAL SERVICES
COMMISSION**

was affixed pursuant to the
authority of the Commission
on 3 June 2015



RON BEN-DAVID
Chairperson



**SCHEDULE 1
DEFINITIONS AND INTERPRETATION**

1. DEFINITIONS

In this licence:

Act means the *Electricity Industry Act 2000*.

administrator means an administrator appointed by the *Commission* under section 34 of the *Act* in respect of the *Licensee's distribution business*.

approved statement means a statement of the kind referred to in clause 17.1 that is submitted to and approved, by notice to the *Licensee*, by the *Commission*.

augmentation in relation to the *transmission connection assets* or the *Licensee's distribution system*, means the process of upgrading the *transmission connection assets* or the *distribution system* by replacing or enhancing existing plant and equipment or by adding new plant and equipment and includes modifying any of the *Licensee's distribution fixed assets*.

business day means a day other than a Saturday or Sunday or a public holiday appointed under the *Public Holidays Act 1993*.

Commission means the Essential Services Commission under the *Essential Services Commission Act 2001*.

communication means a notice, agreement, consent, direction, representation, advice, statement or other communication required or given pursuant to or in connection with this licence.

connect means the making and maintaining of contact between the electrical systems of two persons allowing the supply of electricity between those systems (and *connection* has a corresponding meaning).

connection services means the service of establishing *connection* between the *Licensee's distribution system* and another electrical system (including, without limitation, an *electrical installation*).

customer means a person who buys or proposes to buy electricity from a *retailer* or directly through the *wholesale electricity market*.

deemed distribution contract means a contract deemed to be entered into between the *Licensee* and each "retail customer" or each member of a class of retail customers by section 40A(5) of the *Act*.

default use of system agreement means a form of agreement submitted to the *Commission* by a *distributor* under this *distribution licence* and approved by the *Commission*.

distribution area in relation to a *distributor* who holds a *distribution licence*, means the area in which the *distributor* may distribute or supply electricity under the *distribution licence*. In relation to the *Licensee*, this is the area described in schedule 2.

distribution business means a business carried on by a *distributor* under a *distribution licence* or exemption granted under the *Act*.

distribution fixed assets means any distribution fixed assets used by the *Licensee* to distribute or supply electricity, whether or not located in the *Licensee's* or another *distributor's distribution area*.

distribution licence means a licence to distribute or supply electricity granted under the *Act*.

distribution system in relation to a *distributor*, means a system of electric lines and associated equipment (generally at nominal voltage levels of 66kV or below) which the *distributor* uses to distribute or supply electricity, including *distribution fixed assets* but excluding *public lighting assets*.

distributor means a person who holds, or is exempt from holding, a *distribution licence*.

electrical installation means any electrical equipment at a *customer's* site that is *connected* to, but not part of, a *distribution system*.

Electricity Customer Metering Code means the code of that name certified by the *Commission*.

Electricity Customer Transfer Code means the code of that name certified by the *Commission*.

Electricity Distribution Code means the code of that name certified by the *Commission*.

Electricity System Code means the code of that name certified by the *Commission*.

embedded generating unit means a *generating unit* which is *connected* (or to be *connected*) to a *distribution system*.

embedded generator means a *generator* whose *generating units* are *connected* to a *distribution system*.

enforcement order means a provisional or final order made and served by the *Commission* under section 53 of the *Essential Services Commission Act 2001*.

excluded services, for the purpose of this licence, are the same as excluded services for the purpose of the *Price Determination*.

generating unit means an electricity generator and related equipment essential to its operation, which together function as a single unit.

generation licence means a licence to generate electricity for supply or sale, to supply electricity and to sell electricity granted under the *Act*.

generator means a person who holds, or is exempt from holding, a *generation licence*.

guideline means a guideline published by the *Commission*.

Licensee means AusNet Electricity Services Pty Ltd ABN 91 064 651 118, or each of them, as the context requires

metering installation has the meaning given to that term by the *National Electricity Code*.

Minister means the person who is the Minister for the purposes of the relevant section of the *Act*.

National Electricity Code means the Code approved in accordance with section 6(1) of the National Electricity (Victoria) Law applicable in Victoria as a result of the operation of section 6 of the *National Electricity (Victoria) Act 1997*.

NEMMCO means National Electricity Market Management Company Limited ACN 072 010 327.

NMI means a national metering identifier.

objectives means the objectives specified in section 10 of the *Act* and section 8 of the *Essential Services Commission Act 2001*.

order means an Order in Council made or in force under the *Act*.

Price Determination means the Electricity Distribution Price Determination 2001-2005, the 2001 Electricity Distribution Price Review Re-Determination and any other price determination in force.

public lighting assets means all assets of the *Licensee* which are dedicated to the provision of public lighting in the *distribution area*, including lamps, luminaires, mounting brackets and poles on which the fixtures are mounted, supply cables and control equipment (for example, photoelectric cells and control circuitry) but not including the *Licensee's* protection equipment (for example fuses and circuit breakers).

public lighting customer means:

- (a) VicRoads in respect of public lighting of declared roads (as defined in the *Transport Act 1983*);

- (b) a municipal council in respect of public lighting in its municipal district other than public lighting of declared roads; and
- (c) the Docklands Authority in respect of public lighting in the docklands area (as defined in the *Docklands Act* 1991) other than public lighting of declared roads.

public lighting services means the following services provided for the purpose of lighting public places:

- (a) the operation of **public lighting assets**, including handling enquiries and complaints about public lighting, and dispatching crews to repair **public lighting assets**;
- (b) the maintenance, repair, alteration, relocation and replacement of **public lighting assets**; and
- (c) the installation of new **public lighting assets**.

Public Lighting Code means the code of that name certified by the *Commission*.

related body corporate has the meaning given to that term by the *Corporations Act* 2001.

retail business means the business that a **retailer** carries on under its **retail licence** or exemption granted under the *Act*.

retail licence means a licence to sell electricity granted under the *Act*.

retailer means a person who holds, or is exempt from holding, a **retail licence**.

retailer of last resort means a **retailer** acting as a retailer of last resort under its **retail licence**.

standards and procedures means:

- (a) customer-related standards;
- (b) overall performance standards;
- (c) complaint handling, escalation and resolution policies, practices and procedures;
- (d) security deposit, disconnection and credit policies, practices and procedures including practices and procedures concerning the installation and use of load limiters;
- (e) rules and procedures for compensating **customers** for the **Licensee's** failure to comply with any such standards, policies, practices and procedures; and
- (f) procedures for the introduction of debit or prepaid meter cards or other prepayment schemes,

which are issued by the *Licensee* under clause 23.1 or by the *Commission* under clause 23.3.

supply point in relation to the distribution or supply of electricity to a person, means the point at which a supply of electricity last leaves a supply facility owned or operated by a *distributor* before being supplied to the person, whether or not the electricity passes through facilities owned or operated by any other person after leaving that point before being so supplied.

transmission connection assets means those parts of an electricity transmission network which are dedicated to the *connection of customers* at a single point, including transformers, associated switchgear and plant and equipment.

undertaking means an undertaking given by the *Licensee* under section 53(5)(a) of the *Essential Services Commission Act 2001*.

use of system agreement means an agreement between a *retailer* (or other person who has made an application for a *retail licence*) and a *distributor* which is necessary to ensure that, subject to the *Act*, electricity is distributed or supplied by means of the *distributor's distribution system* to the extent necessary to enable the *retailer* (or other person) to sell electricity to its *customers*.

VENCorp means Victorian Energy Networks Corporation continued under Part 8 of the *Gas Industry Act 2001*.

wholesale electricity market means the market for wholesale trading in electricity operated by *NEMMCO* under the *National Electricity Code*.

writing includes any mode of representing or reproducing words, figures, drawings or symbols in a visible form.

2. INTERPRETATION

In this licence, unless the context otherwise requires:

- (a) headings, footnotes and schedule 3 are each for convenience only and do not affect the interpretation of this licence;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency;
- (e) a reference to a condition, clause, schedule or part is to a condition, clause, schedule or part of this licence;

- (f) a reference to terms of an offer or agreement is to all terms, conditions and provisions of the offer or agreement;
- (g) a reference to any statute including the *Act* and regulation, proclamation, Order in Council, ordinance or by-law includes all statutes, regulations, proclamations, Orders in Council, ordinances or by-laws varying, consolidating, re-enacting, extending or replacing them and a reference to a statute includes all regulations, proclamations, Orders in Council, ordinances, by-laws and determinations issued under that statute;
- (h) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document;
- (i) a reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns;
- (j) other parts of speech and grammatical forms of a word or phrase defined in this licence have a corresponding meaning;
- (k) a period of time:
 - (1) which dates from a given day or the day of an act or event is to be calculated exclusive of that day; or
 - (2) which commences on a given day or the day of an act or event is to be calculated inclusive of that day; [*and*]
- (l) an event which is required under this licence to occur on or by a stipulated day which is not a *business day* may occur on or by the next *business day*[*./; and
- (m) the obligations of the *Licensees* under the conditions of this licence are joint and several obligations of each *Licensee*.¹

¹ This provision is only to be included in multiple person licences.

**SCHEDULE 2
DISTRIBUTION AREA**

**AUSNET ELECTRICITY SERVICES PTY LTD
DISTRIBUTION AREA**

SOUTHERN, EASTERN AND NORTHERN BOUNDARIES

Commencing at the point on the north shoreline of Westernport Bay at AMG Co-ordinates 347760E 5767870N; then due south (so as to include within the boundary Quail Island, Chinaman Island and French Island) to AMG Co-ordinates 347760E 5742750N; then westerly along the low water mark of Phillip Island to the most south westerly point of Phillip Island AMG Co-ordinates 335650E 5734800N; then easterly by the southern coastline of Victoria to the intersection with the New South Wales state border; then north westerly along the New South Wales state border until it intersects with the left bank of the Murray River; then generally westerly by the said left bank of that river to a point upstream of the junction of the Ovens River at AMG Co-ordinates 428167E 6011293N.

WESTERN COMMON BOUNDARY OF AUSNET ELECTRICITY SERVICES PTY LTD AND POWERCOR AUSTRALIA LTD

Commencing from a point on the left bank of the Murray River at AMG Co-ordinates 428167E 6011293N; then generally south-westerly by a line to a point at the centre of the Ovens River at AMG Co-ordinates 427812E 6008527N; then generally southerly by the centre of that river to a point at AMG Co-ordinates 429005E 6004646N; then generally south-westerly by a line into the Parish of Peechelba to the south-eastern angle of allotment 19 in that Parish AMG Co-ordinates 426569E 6003741N; then generally north-westerly by a line to a point at the centre of the intersection of Lanes Road and a Government Road in the Parish of Bundalong AMG Co-ordinates 424894E 6006170N; then westerly by the centre of that Government Road to a point at the centre of the intersection of the Boomahnoomoonah Road East at AMG Co-ordinates 421660E 6006133N; then southerly by the centre of that road to a point at the centre of the intersection of Geodetic Road AMG Co-ordinates 421678E 6004511N; then westerly by the centre of that road to a point at the centre of the intersection of G.Willetts Road AMG Co-ordinates 419134E 6004490N; then southerly by the centre of that road to a point at the centre of the intersection of Bonds Road in the Parish of Boomahnoomoonah AMG Co-ordinates 419173E 6000601N; then westerly by the centre of that road and further westerly by the centre of Hargreaves Road to a point at the centre of the intersection of Whinrays Road AMG Co-ordinates 414329E 6000570N; then generally south-westerly by a line to a point at centre of Almonds Road AMG Co-ordinates 412770E 5996468N; then westerly by a line to a point at the centre of Three Chain Road in the Parish of Pelluebla AMG Co-ordinates 403754E 5996421N; then southerly by the centre of that road and further southerly by the centre of Pelly Road to a point in the Parish of St James AMG Co-ordinates 403817E 5991429N; then south-westerly by a line to a point at the south-eastern angle of allotment 12 section D in that parish AMG Co-ordinates 401291E 5990300N; then generally southerly by a line to a point in allotment 12 section C in that parish AMG Co-ordinates 401043E 5989113N; then westerly by a line immediately north of an **Open Point** at Pole No. 173 on the Tungamah 1809/2 feeder and further westerly by a line to a point on the western boundary of allotment 9 section C in that Parish AMG Co-

ordinates 399663E 5989094N; then northerly by that boundary and further northerly by a line to a point at the centre of Wright Road AMG Co-ordinates 399638E 5990971N; then westerly by the centre of that road to a point at the centre of the intersection of Wren Road AMG Co-ordinates 397103E 5990938N; then southerly by the centre of that road to a point at the centre of the intersection of Cooper Road AMG Co-ordinates 397130E 5988538N; then south-westerly by a line to a point at the centre of Beggs Road AMG Co-ordinates 395395E 5986914N; then westerly by the centre of that road and further westerly by a line to a point in allotment 20 section D in the Parish of Waggarandall AMG Co-ordinates 393914E 5986896N; then generally north-westerly by a line to a point at the eastern boundary of allotment 2 section A in that Parish AMG Co-ordinates 392282E 5988370N; then westerly by a line immediately south of an **Open Point** at Pole No. 262 on the Emu Plains 1807/5 feeder and further westerly to a point on the eastern boundary of allotment 23 section B in that Parish AMG Co-ordinates 391338E 5988355N; then south-westerly by a line to a point in allotment 28 section C AMG Co-ordinates 389158E 5986780N; then generally south-westerly by a line to a point at the centre of the intersection of Baxter Road and Waggarandall Road AMG Co-ordinates 385958E 5985574N; then generally south-easterly by a line to a point at the centre of the intersection of Harmers Road and Robert's Road AMG Co-ordinates 390407E 5982007N; then southerly by a line to a point on the southern boundary of allotment 117A in the Parish of Dookie AMG Co-ordinates 390486E 5976878N; then generally south-easterly by a line to a point at the centre of Grogan Road in the Parish of Devenish AMG Co-ordinates 392929E 5974074N; then southerly by the the eastern boundary of allotments 115A & 117 in that Parish to a point at the centre of Goorambat - Dookie College Road AMG Co-ordinates 392961E 5971760N and further southerly by a line to a point at the centre of the Broken River AMG Co-ordinates 392193E 5964417N; then generally westerly by the centre of that river to a point at AMG Co-ordinates 390173E 5965701N and further westerly by the centre of the McMickens Road to the centre of the intersection of a Government Road in the Parish of Upotipotpon AMG Co-ordinates 387581E 5965676N; then southerly by the centre of the said Government Road to a point at AMG Co-ordinates 387606E 5963221N; then generally south-westerly by a line to the south-east angle of allotment 13D in the Parish of Gowangardie AMG Co-ordinates 384115E 5961016N; then westerly by the southern boundaries of allotments 13D & 14B to the north-west angle of allotment 15A in that Parish AMG Co-ordinates 381799E 5960990N; then southerly by a line to a point in allotment 48 in that Parish AMG Co-ordinates 381838E 5957937N; then westerly by a line to a point at the eastern boundary of allotment 36 in that Parish AMG Co-ordinates 378169E 5957876N; then southerly by that boundary and further southerly by a line to a point at the eastern boundary of allotment 22 section A in that Parish AMG Co-ordinates 378231E 5954622N; then westerly by a line to a point at the centre of Miepoll Road in the Parish of Tamleugh AMG Co-ordinates 371550E 5954514N; then generally south-westerly by a line to a point at the centre of the intersection of Violet Town Boundary Road and Richard's Road AMG Co-ordinates 368528E 5949929N; then westerly by a line to a point at the centre of Pine Lodge Road AMG Co-ordinates 365988E 5949893N; then northerly by the centre of that road to a point at AMG Co-ordinates 365965E 5951242N; then westerly by a line to a point at the centre of Geodetic Road in the Parish of Arcadia AMG Co-ordinates 359570E 5951128N; then southerly by the centre of that road to the centre of the intersection of the Murchison-Violet Town Road in the Parish of Molka AMG Co-ordinates 359634E 5947148N; then generally south-westerly by a line to the centre of the intersection of a Government Road and Summer Road AMG Co-ordinates 354365E 5945050N; then southerly by the centre of Summer Road to a point at the centre of the intersection of Curries Road AMG Co-ordinates 354493E 5936990N; then westerly by the centre of that road and again

further westerly by a line to a point at the centre of the intersection of Youngs Road in the Parish of Dargalong AMG Co-ordinates 345852E 5936855N; then northerly by the centre of that road to the centre of the intersection of Deanes Road AMG Co-ordinates 345822E 5938279N; then westerly by the centre of that road to a point at the centre of the Goulburn River AMG Co-ordinates 341121E 5938207N; then generally westerly by the centre of that river to a point at AMG Co-ordinates 337801E 5938189N; then generally north-westerly by a line to a point at the centre of the intersection of Willow Road and Buffalo Swamp Road in the Parish of Murchison AMG Co-ordinates 336233E 5939400N; then westerly by the centre of Buffalo Swamp Road to the centre of the intersection of East Boundary Road AMG Co-ordinates 332942E 5939391N; then northerly by the centre of that road to the centre of the intersection of Smith Road AMG Co-ordinates 332879E 5942588N; then generally westerly by a line to the northern angle of allotment 42 in the Parish of Whroo AMG Co-ordinates 332996E 5941890N; then generally south-westerly by a line to a point at the centre of the intersection of the Nagambie-Rushworth Road and Days Road in the Parish of Baillieston AMG Co-ordinates 324086E 5936270N; then southerly by the eastern boundary of allotments 1 & 9 in the Parish of Wirrate and again further southerly by the eastern boundary of the State Forest and allotment 25 to a point at the centre of the intersection of Nagambie-Rushworth Road and Pettiffers Lane AMG Co-ordinates 324262E 5929026N; then generally south-westerly by a line to Mt Black Trig. Station in that Parish AMG Co-ordinates 320361E 5927697N; then generally southerly by a line to Mt Puckapunyal Trig. Station in the Parish of Puckapunyal AMG Co-ordinates 318588E 5904560N; then generally south westerly by a line to a point at the north-western angle of allotment 18 in the Parish of Panyule AMG Co-ordinates 310436E 5898188N; then south-easterly by a line to the north-western angle of allotment 33E section C in the Parish of Glenaroua AMG Co-ordinates 315621E 5894565N and further south-easterly by a line to a point at the centre of the Pyalong-Seymour Road in that parish AMG Co-ordinates 318137E 5890703N; then generally southerly by a line to the north-east angle of allotment 124 in the Parish of Moranding AMG Co-ordinates 317652E 5878695N; then westerly by a line to a point in allotment 9B1 in the Parish of Goldie AMG Co-ordinates 309552E 5879000N; then generally southerly by a line to a point at the centre of the intersection of Willowmavin-Tantaraboo Road and Diggings Road AMG Co-ordinates 309031E 5874720N; then generally south-westerly by a line to the north-east angle of allotment A10 in that parish AMG Co-ordinates 307898E 5873765N; then generally southerly by a line to a point on the southern boundary of allotment X18 in that parish AMG Co-ordinates 307565E 5870965N; then generally south-easterly by a line to the north-east angle of allotment X16 in that parish AMG Co-ordinates 309640E 5869801N; then generally north-easterly by a line to the north-west angle of allotment L3 in the Parish of Willowmavin AMG Co-ordinates 311794E 5871318N; then generally easterly by a line to a point in Part of Rutledge's Special Survey AP64795-S103 in that parish AMG Co-ordinates 314328E 5871019N; then generally southerly by a line to a point at the centre of Lintons Creek in the Parish of Forbes AMG Co-ordinates 313968E 5867811N and further southerly by the centre of that creek and by the centre of Boyd Creek to the centre of the intersection of a Government Road AMG Co-ordinates 313400E 5862699N; then generally south-easterly by a line to a point at the western boundary of allotment 99A in the Parish of Bylands AMG Co-ordinates 317112E 5860378N; then generally southerly by a line to a point on the northern boundary of allotment 20 in the Parish of Darraweit Guim AMG Co-ordinates 316620E 5854777N; then generally westerly by the northern boundary of that allotment to a point at the centre of Deep Creek AMG Co-ordinates 313941E 5855074N; then generally southerly by the centre of that creek to AMG Co-ordinates 313917E 5850170N.

WESTERN COMMON BOUNDARY OF AUSNET ELECTRICITY SERVICES PTY LTD AND AGL ELECTRICITY LIMITED

Commencing from a point at the centre of Deep Creek in the Parish of Darraweit Guim AMG Co-ordinates 313917E 5850170N; then generally easterly to a point AMG Co-ordinates 317510E 5849717N; then generally south westerly to a point AMG Co-ordinates 315000E 5847000N; then southerly to a point AMG Co-ordinates 315000E 5845000N; then easterly to a point AMG Co-ordinates 317500E 5845000N; then southerly to the centre of the extra high voltage transmission line AMG Co-ordinates 317500E 5841454N; then generally easterly along that transmission line to a point AMG Co-ordinates 320511E 5841105N; then generally south easterly along the centre of that transmission line to the intersection with the centre of Summerhill Road AMG Co-ordinates 322039E 5839169N; then generally southerly to a point on the south boundary of Craigieburn Road in the centre of an **Open Point** AMG Co-ordinates 321183E 5836108N; then generally westerly to the south east corner of the intersection of the south boundary of Craigieburn Road and Harvest Home Road AMG Co-ordinates 320885E 5836148N; then generally southerly along the east boundary of Harvest Home Road to a point AMG Co-ordinates 320710E 5834571N; then generally westerly to a point in the centre of a creek AMG Co-ordinates 320447E 5834598N; then generally southerly along the centre of that creek to the intersection with the centre of the Merri Creek in the Parish of Wollert AMG Co-ordinates 319878E 5832545N; then generally southerly along the centre of the Merri Creek to a point AMG Co-ordinates 3201109E 5827378N; then generally easterly to a point AMG Co-ordinates 322175E 5827266N; then generally southerly to a point immediately west of pole substation **Mahoney Lawson** in Mahoneys Road in the Parish of Keelbundora; then southerly to a point at the centre of Mahoneys Road in that Parish AMG Co-ordinates 322218E 5826240N then generally easterly by the centre of that road and further easterly by the centre of Keon Parade to a point at the centre of the intersection of Dalton Road AMG Co-ordinates 325549E 5825875N; then by a line to the north west corner of the lot on Tunaley Parade in that Parish AMG Co-ordinates 325576E 5825857N; then generally easterly along the rear of those lots fronting Tunaley Parade and further easterly along the rear of those lots fronting Clough Parade to the north east corner of a lot AMG Co-ordinates 326928E 5825699N; then easterly to the south west corner of a lot fronting Arthur Street AMG Co-ordinates 327882E 5825591N; then generally southerly to a point AMG Co-ordinates 327865E 5825420N; then south westerly to a point AMG Co-ordinates 327707E 5825366N; then south easterly to the intersection with the centre Plenty Road AMG Co-ordinates 328000E 5824428N; then generally south westerly by the centre of that road to the intersection with the southern boundary of Main Drive AMG Co-ordinates 327568E 5823963N; then generally easterly along the southern boundary of Main Drive then further easterly by the southern boundary of Wattle Avenue to the intersection with the southern boundary of Main Drive AMG Co-ordinates 328608E 5823874N; then south easterly by the southern boundary of Main Drive to a point AMG Co-ordinates 328843E 5823697N; then southerly to a point AMG Co-ordinates 328814E 5823474N; then south westerly to a point AMG Co-ordinates 328581E 5823208N; then southerly to a point AMG Co-ordinates 328589E 5823024N; then south easterly to a point on the northern boundary of Forensic Drive AMG Co-ordinates 328725E 5822906N; then south easterly by the northern boundary of Forensic Drive to the intersection with the western boundary of Waiora Road; then northerly by the western boundary of that road to the intersection with the northern boundary of Cherry Street; then easterly by the northern boundary of that road to the intersection with the northern boundary of Wungan Street AMG Co-ordinates 329582E 5822775N; then north westerly to a point AMG Co-ordinates 329330E 5823255N; then north

easterly to a point AMG Co-ordinates 329590E 5823670N; then north easterly to the southern boundary of Wattle Drive AMG Co-ordinates 329705E 5823760N; then easterly to a point at the intersection of the southern boundary of Wattle Drive and Greensborough Road AMG Co-ordinates 330804E 5823661N; then generally easterly to a point at the centre of the Plenty River in the Parish of Keelbundora AMG Co-ordinates 333397E 5823350N; then generally southerly along the centre of that river to a point at the intersection with the centre of the Yarra River in that Parish AMG Co-ordinates 332317E 5820137N.

WESTERN COMMON BOUNDARY OF AUSNET ELECTRICITY SERVICES PTY LTD AND UNITED ENERGY LTD

At a point on the north shoreline of Westernport Bay at AMG Co-ordinates 347760E 5767870N; then northerly along the rear boundary of properties facing Vowell Drive to the Baxter-Tooradin Road at AMG Co-ordinates 348410E 5770080N; then northerly in a straight line across open country to the rear boundary of a property facing Craig Road at AMG Co-ordinates 348600E 5770460N; then northerly along the rear boundary of properties facing Craig Road to North Road at AMG Co-ordinates 349233E 5773077N; then north westerly in a straight line across open country to AMG Co-ordinates 348350E 5774325N (rear of properties facing Fiona Drive); then northerly along the rear boundary of properties facing Fiona Drive to the rear of Lot 9 Browns Road at AMG Co-ordinates 348705E 5775616N; then easterly to the south east corner of Lot 9 at AMG Co-ordinates 348760E 5775608N; then northerly along the east boundary of Lot 9, then across Browns Road to its north boundary at AMG Co-ordinates 348790E 5775780N; then westerly along the north boundary of Browns Road to AMG Co-ordinates 348550E 5775825N; then northerly along the boundary of properties and continues in a straight line to the south boundary of the Botanic Gardens and Recreation Reserve at AMG Co-ordinates 348680E 5776600N; then westerly along the south boundary of the Botanic Gardens and Recreation Reserve, across Smiths Lane to a Government Road Reserve at AMG Co-ordinates 347575E 5777342N; then north westerly along the centre line of the Government Road Reserve to the corner of Frankston-Cranbourne Road at AMG Co-ordinates 346460E 5778750N; then south westerly along the centre line of Frankston-Cranbourne Road to AMG Co-ordinates 346250E 5778660N; then to the north boundary of Frankston-Cranbourne Road; then westerly along the north boundary of Frankston-Cranbourne Road to the intersection with the east boundary of Dandenong-Hastings Road at AMG Co-ordinates 344650E 5777700N; then northerly along the east boundary of Dandenong-Hastings Road to AMG Co-ordinates 344705E 5778305N; then westerly across Dandenong-Hastings Road and along the south boundary of a property to its rear boundary at AMG Co-ordinates 344350E 5778350N; then northerly along the rear boundary to Ballarto Road at AMG Co-ordinates 344450E 5779080N; then easterly along the south boundary of Ballarto Road to AMG Co-ordinates 344570E 5779050N; then northerly along the rear of property boundaries to AMG Co-ordinates 344760E 5779875N; then westerly to the east boundary of Taylors Road at AMG Co-ordinates 343300E 5780070N; then northerly along the east boundary of Taylors Road to the north boundary of Hall Road at AMG Co-ordinates 343430E 5780880N; then easterly to the centre line of the Gas & Fuel easement at AMG Co-ordinates 344215E 5780765N; then northerly along the centre line of the Gas & Fuel easement to the south boundary of Bayliss Road to AMG Co-ordinates 345090E 5787285N; then easterly along the south boundary of Bayliss Road to the west boundary of the South Gippsland railway reserve at AMG Co-ordinates 345795E 5787195N; then north westerly along the west boundary of the South Gippsland railway reserve to the south boundary of Abbots Road at AMG Co-ordinates

345255E 5788665N; then along the south boundary of Abbots Road to its intersection with the west boundary of the South Gippsland Highway at AMG Co-ordinates 345805E 578856N; then easterly in a straight line across the South Gippsland Highway and South Gippsland Freeway to the east boundary of the South Gippsland Freeway at AMG Co-ordinates 346145E 5788585N; then northerly along the east boundary of the South Gippsland Freeway to the north boundary of the Gippsland Railway reserve at AMG Co-ordinate 346325E 5791140N; then easterly along north boundary of the Gippsland Railway reserve at AMG Co-ordinates 347992E 5790643N; then northerly along lot boundaries to AMG Co-ordinates 348066E 5791034N; then westerly along lot boundaries and across Star Crescent to AMG Co-ordinates 347920E 5791077N; then northerly along lot boundaries to AMG Co-ordinates 347895E 5791373N; then westerly along lot boundary to the east boundary of David Lee Road at AMG Co-ordinates 347762E 5791395N; then northerly along the east boundary of David Lee Road to the south boundary of Abbott Road at AMG Co-ordinates 347866E 5791472N; then northerly along lot boundaries to AMG Co-ordinates 347892E 5791714N; then northerly to the north boundary of Princes Highway at AMG Co-ordinates 347967E 5791941N; then easterly along the north boundary of Princes Highway to the corner of Princes Highway and Hallam Road at AMG Co-ordinates 348193E 5791910N; then northerly along the west boundary of Belgrave-Hallam Road to the north boundary of Frawley Road at AMG Co-ordinates 348287E 5792416N; then westerly along north boundary of Frawley Road to AMG Co-ordinates 348233E 5792424N; then northerly along lot boundary to AMG Co-ordinates 348250E 5792550N; then westerly along lot boundary to AMG Co-ordinates 348174E 5792563N; then northerly along lot boundary to a point on the north boundary of the proposed Princes Freeway at AMG Co-ordinates 348201E 5792942N; then westerly along north boundary of proposed Princes Freeway to its intersection with the Eumemmerring Creek at AMG Co-ordinates 347724E 5793107N; then north easterly along the centre line of the Eumemmerring Creek course to where it passes under the west boundary of Hallam North Road at AMG Co-ordinates 348561E 5794085N; then northerly along the west boundary of Hallam North Road to AMG Co-ordinates 348881E 5796227N; then north westerly to AMG Co-ordinates 348698E 5796371N; then along the south boundary of the Rural Water Corporation easement to AMG Co-ordinates 347992E 5796949N; then north westerly along the north east boundary of the main electricity transmission easement to the south boundary of Churchill Park Drive at AMG Co-ordinates 347713E 5797166N then along the south easterly boundary of Churchill Park Drive to the south westerly intersection of Churchill Park Drive with Frankston Drive at AMG Co-ordinates 345570E 5798855N; then easterly along the south boundary of Frankston Drive and Reservoir Road and lot boundary to AMG Co-ordinates 346539E 5798722N; then northerly along lot boundary to AMG Co-ordinates 346650E 5799507N; then westerly to the north west corner of Heany Park Road and Gearon Avenue at AMG Co-ordinates 346240E 5799645N; then northerly along the west boundary of Gearon Avenue to the south boundary of Wellington Road at AMG Co-ordinates 346345E 5800625N; then westerly along the southern boundary of Wellington Road to the south west corner of Monash Highway and Dandenong Valley Highway (Stud Road); then northerly along the western boundary of Dandenong Valley Highway to a point at AMG Co-ordinates 344610E 5800764N; then east to the centre line of Dandenong Valley Highway then northerly along the centre line of Dandenong Valley Highway to AMG Co-ordinates 344781E 5801879N; then to the west boundary of Dandenong Valley Highway then northerly along the west boundary of Dandenong Valley Highway to AMG Co-ordinates 344492E 5804178N; then east to the centre line of Dandenong Valley Highway; then northerly along the centre line of Dandenong Valley Highway to a point north of George Street at AMG Co-ordinates 344506E 5804923N;

then to the west boundary of Dandenong Valley Highway; then northerly along the west boundary of Dandenong Valley Highway to AMG Co-ordinates 344459E 5806443N; then north westerly in a straight line to a point on Blind Creek at AMG Co-ordinates 344079E 5806618N; then south westerly along the centre line of the Blind Creek course to a point on the north boundary of High Street Road at AMG Co-ordinates 343026E 5806190N; then westerly across Cathies Lane to AMG Co-ordinates 342821E 5806192N; then north westerly to a point at AMG Co-ordinates 342668E 5806706N; then north westerly to the north boundary of Pumps Road at AMG Co-ordinates 342419E 5806986N; then north westerly along lot boundaries to AMG Co-ordinates 341670E 5807760N; then north westerly to the north boundary of Burwood Highway at AMG Co-ordinates 341730E 5808085N; then northerly to a point on the Dandenong Creek at AMG Co-ordinates 341735E 5808165N; then along the centre line of the Dandenong Creek course to AMG Co-ordinates 342680E 5810131N; then northerly along the centre line of Heatherdale Road to AMG Co-ordinates 342662E 5811088N; then northerly across Canterbury Road to AMG Co-ordinates 342672E 5811113N; then northerly along the east boundary of Heatherdale Road to AMG Co-ordinates 342642E 5812733N; then northerly across Whitehorse Road to AMG Co-ordinates 342630E 5812776N; then northerly along the centre line of Dampier Grove to AMG Co-ordinates 342630E 5812862N; then westerly to the west boundary of Dampier Grove at AMG Co-ordinates 342623E 581286N; then northerly along the west boundary of Dampier Grove to AMG Co-ordinates 342624E 5813338N; then north westerly along the north boundary of Dampier Grove to AMG Co-ordinates 342508E 5813421N; then north easterly along the south boundary of Deep Creek Road to the point where the Mullum Mullum Creek passes under Deep Creek Road at AMG Co-ordinates 342583E 5813467N; then north westerly along the centre line of the Mullum Mullum Creek course to AMG Co-ordinates 338985E 5820207N; then easterly along the south boundary of Templestowe Terminal Station to AMG Co-ordinates 339146E 5820185N; then northerly along the east boundary of Templestowe Terminal Station to AMG Co-ordinates 339193E 5820523N; then westerly along the north boundary of Templestowe Terminal Station to the centre line of the Mullum Mullum Creek at AMG Co-ordinates 338757E 5820582N; then north westerly along the centre line of the Mullum Mullum Creek course to its junction with the Yarra River at AMG Co-ordinates 337998E 5821491N; then westerly along the centre line of the Yarra River course to its junction with the Plenty River at AMG Co-ordinates 332317E 5820137N;

DEFINITION

In this boundary delineation "AMG" is a reference to Australian Map Grid, Zone 55

SCHEDULE 3 SYSTEM OR PROCESS REQUIREMENTS

System or Process	Date System to be Operational
Transfer and NMI: - Establishment of systems and processes to allocate and maintain NMIs, with allocation completed - Establishment of systems and processes to maintain NMI standing data required to be available pre-transfer; all data available	1 May 2001 for all metering installations 1 May 2001 for all metering installations
Distributor / MSATS² Interfaces Transfer and NMI: - Establishment of systems and processes to maintain NMI discovery and standing data required to be available pre-transfer via MSATS; all data available - Establishment of systems and processes to maintain the data required, including any additional standing data, to facilitate transfer via MSATS for which the licensee is responsible; all data available - Establishment of NMI, standing data and NMI discovery interfaces to MSATS - Establishment of customer transfer system interface to MSATS Settlement Data:	23 October 2001³ 23 October 2001 23 October 2001 23 October 2001

² Market Settlement and Transfer Solution

³ Corresponding to readiness to commence MSATS open market trial on 23 October 2001 consistent with achieving the jurisdictional market start date for all customers of January 2002

Establishment of systems to interface with the central Meter Data Management (MDM) data base	23 October 2001
Compliance with Code⁴ Meter Provision: - Establishment of systems to manage Type 5 metering installations⁵ Meter Data Services: - Establishment of systems to manage Type 5 meter reading and Type 5 and 7 data processing and forwarding for settlement to the enhanced Metering Administration System (EMAS) - Establishment of data forwarding interface for metering installations Type 5, 6 and 7 (MSATS) Full implementation of the Metrology Procedure obligations⁴ with respect to Type 7 including: - Establishment and management of load, inventory and on/off tables as specified by the Metrology Procedure for Type 7 metering installations; data table complete - Establishment and management of a system for calculation of trading interval energy data as specified by the Metrology Procedure for Type 7 metering installations	30 June 2001 30 June 2001 23 October 2001 30 June 2001 (Public Lighting) and 31 May 2002 (all other Type 7 metering installations)

⁴ National Electricity Code; including compliance with Metrology Procedure under the Code

⁵ Exclusivity in this role is intended (subject to the relevant jurisdictional derogations to the Code being granted by ACCC)

Distributor / Retailer Interfaces	
• Establishment of enhanced systems to manage billing, collection and credit management of network revenue with multiple retailers • Establishment of distribution / retailer interfaces to manage: • Call centre enhancement for non-fault retailer queries • Outage and fault call management for multiple retailers • Electronic interface with retailers re connection, disconnection and reconnection requests⁶	31 December 2000 > 40 MWh customers, 31 December 2001 all customers 31 December 2001

⁶ As required by the Distribution Code, section 9.1.11

**SCHEDULE 3
VARIATIONS TO THE LICENCE**

Date	Reason for variation
24 July 1998	To give effect to introduction of retailer of last resort scheme, vary the payment dates for annual licence fees and remove obsolete clauses.
8 April 1999	To include a condition requiring the licensee to conduct audits of its compliance with licence, code and guideline obligations
22 March 2001	To establish the regulatory framework for full retail competition, to reflect changes established by the Electricity Industry Act 2000, to make other minor amendments, to amend the dispute resolution clause to establish the Energy and Water Ombudsman, and to reflect the change of name to TXU Electricity Limited.
28 August 2001	To include new clause 4A on deemed distribution contracts, amend clause 4 in relation to approval of default use of system agreements and amend schedule 3 to change the date on which some full retail competition systems are to be operational.
30 January 2002	To bring the licences up to date for developments in full retail competition and to make other minor administrative amendments.
29 April 2002	To include the framework for common arrangements for the electronic communication of customer information between distributors and retailers.
14 January 2005	To make various administrative and substantive amendments following a review by the Commission of electricity generation, distribution and retail licences. Change of name from TXU Electricity Pty Ltd to SPI Electricity Pty Ltd.
3 June 2015	To reflect the change of name from SPI Electricity Pty Ltd to AusNet Electricity Services Pty Ltd

