ESSENTIAL SERVICES COMMISSION

ELECTRICITY DISTRIBUTION LICENCE

AUSNET ELECTRICITY SERVICES PTY LTD ABN 91 064 651 118

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ELECTRICITY DISTRIBUTION LICENCE

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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 1.1 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;
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;

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

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:


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.


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.

dehemed 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.


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.


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 [*].

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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 Pechelba 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 Tumangah 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 39963E 5989094N; then northerly by that boundary and further northerly by a line to a point at the centre of Wright Road AMG Co-ordinates 39963E 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 5986890N; 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 Harmer's 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 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 southwesterly 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 McMeekens Road to the centre of the intersection of a Government Road in the Parish of Upotipotipon 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 Gowangarde 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 Tamleigh 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 Bailieston 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 Pettifers 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 AMG310436E 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 3278565E 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 westerly 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 norther 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 5823530N; 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 Westemport 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 northerly 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 Abbotts Road at AMG Co-ordinates
345255E 5788665N; then along the south boundary of Abbotts 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 southern 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;
ELECTRICITY DISTRIBUTION LICENCE
AUSNET ELECTRICITY SERVICES PTY LTD

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 341735E 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**

<table>
<thead>
<tr>
<th>System or Process</th>
<th>Date System to be Operational</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Transfer and NMI:</strong></td>
<td></td>
</tr>
<tr>
<td>Establishment of systems and processes to allocate and maintain NMIs, with allocation completed</td>
<td>1 May 2001 for all metering installations</td>
</tr>
<tr>
<td>Establishment of systems and processes to maintain NMI standing data required to be available pre-transfer; all data available</td>
<td>1 May 2001 for all metering installations</td>
</tr>
<tr>
<td><strong>Distributor / MSATS(^2) Interfaces</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Transfer and NMI:</strong></td>
<td></td>
</tr>
<tr>
<td>Establishment of systems and processes to maintain NMI discovery and standing data required to be available pre-transfer via MSATS; all data available</td>
<td>23 October 2001(^3)</td>
</tr>
<tr>
<td>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</td>
<td>23 October 2001</td>
</tr>
<tr>
<td>Establishment of NMI, standing data and NMI discovery interfaces to MSATS</td>
<td>23 October 2001</td>
</tr>
<tr>
<td>Establishment of customer transfer system interface to MSATS</td>
<td>23 October 2001</td>
</tr>
<tr>
<td><strong>Settlement Data:</strong></td>
<td></td>
</tr>
</tbody>
</table>

\(^2\) 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) database**

| Date | 23 October 2001 |

**Compliance with Code**

**Meter Provision:**

- Establishment of systems to manage Type 5 metering installations

| Date | 30 June 2001 |

**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 Meter Administration System (EMAS)

| Date | 30 June 2001 |

- Establishment of data forwarding interface for metering installations Type 5, 6 and 7 (MSATS)

| Date | 23 October 2001 |

- Full implementation of the Metrology Procedure obligations 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

| Date | 30 June 2001 (Public Lighting) and 31 May 2002 (all other Type 7 metering installations) |

- Establishment and management of a system for calculation of trading interval energy data as specified by the Metrology Procedure for Type 7 metering installations

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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 reconnection, disconnection and reconnection requests\(^6\)

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<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>31 December 2000 &gt; 40 MWh</td>
<td>customers, 31 December 2001 all customers</td>
</tr>
<tr>
<td>31 December 2001</td>
<td></td>
</tr>
</tbody>
</table>

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\(^6\) As required by the Distribution Code, section 9.1.11
<table>
<thead>
<tr>
<th>Date</th>
<th>Reason for variation</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 July 1998</td>
<td>To give effect to introduction of retailer of last resort scheme, vary the payment dates for annual licence fees and remove obsolete clauses.</td>
</tr>
<tr>
<td>8 April 1999</td>
<td>To include a condition requiring the licensee to conduct audits of its compliance with licence, code and guideline obligations</td>
</tr>
<tr>
<td>22 March 2001</td>
<td>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.</td>
</tr>
<tr>
<td>28 August 2001</td>
<td>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.</td>
</tr>
<tr>
<td>30 January 2002</td>
<td>To bring the licences up to date for developments in full retail competition and to make other minor administrative amendments.</td>
</tr>
<tr>
<td>29 April 2002</td>
<td>To include the framework for common arrangements for the electronic communication of customer information between distributors and retailers.</td>
</tr>
<tr>
<td>14 January 2005</td>
<td>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.</td>
</tr>
<tr>
<td>3 June 2015</td>
<td>To reflect the change of name from SPI Electricity Pty Ltd to AusNet Electricity Services Pty Ltd.</td>
</tr>
</tbody>
</table>