ELECTRICITY DISTRIBUTION LICENCE

CITIPOWER PTY LTD
ACN 064 651 056

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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 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;
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 instalments 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 16 August 2016

Dr 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.


*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*. 

Essential Services Commission

17 August 2016
**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 CitiPower Pty Ltd ACN 064 651 056, 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, photovoltaic 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.
SCHEDULE 2
DISTRIBUTION AREA

CITIPOWER PTY LTD DISTRIBUTION AREA

COMMON BOUNDARY OF UNITED ENERGY LTD AND CITIPOWER PTY LTD

At the point where the Yarra River meets the north boundary of the Camberwell Golf Club at AMG Co-ordinates 329745E 5816931N; then easterly along the north and east boundaries of the Camberwell Golf Club to their intersection with the Koonung Creek at AMG Co-ordinates 330184E 5816703N; then easterly along the centre line of the Koonung Creek to its intersection with the east boundary of Bulleen Road at the AMG Co-ordinates 330694E 5817008N; then southerly along the east boundary of Bulleen Road to its intersection with the north boundary of Thompsons Road at AMG Co-ordinates 330693E 5816720N; then easterly along the north boundary of Thompsons Road to the point where the Koonung Creek crosses under Thompsons Road at AMG Co-ordinates 330933E 5816767N; then across Thompsons Road to its south boundary at AMG Co-ordinates 330944E 5816747N; then due south across the Eastern Freeway to its south boundary at AMG Co-ordinates 330943E 5816659N; then easterly along the south boundary of the Eastern Freeway to AMG Co-ordinates 332858E 5815789N; then easterly across Doncaster Road to the point where Koonung Creek crosses under the south boundary of Doncaster Road at AMG Co-ordinates 332954E 5815755N; then southerly along the centre line of the Koonung Creek to AMG Co-ordinates 333422E 5815226N; then south westerly along parkland to AMG Co-ordinates 333327E 5815152N (rear of Lot 6, No. 8 Jocelyn Avenue); then to AMG Co-ordinates 333211E 5815062N (rear of Lot 1, No. 74 Winfield Road); then to AMG Co-ordinates 333168E 5815046N (rear of Lot 2, No. 72 Winfield Road); then to AMG Co-ordinates 333070E 5814901N; then to AMG Co-ordinates 332948E 5814875N; then easterly to the north west corner of Lot 1, No. 52 Winfield Road at AMG Co-ordinates 332963E 5814860N; then southerly along the east boundary of Winfield Road to AMG Co-ordinates 332920E 5814739N; then westerly across Winfield Road to its west boundary at AMG Co-ordinates 332886E 5814718N; then southerly along the west boundary of Winfield road to AMG Co-ordinates 332996E 5814398N; then to north west corner of Yeneda Street at AMG Co-ordinates 332984E 5814316N; then southerly across Belmore Road to the south east corner of Evelina Street at AMG Co-ordinates 332989E 5814253N; then south easterly along the east boundary of Evelina Street to AMG Co-ordinates 333039E 5814156N; then across Relowe Crescent to AMG Co-ordinates 333057E 5814141N; then southerly along the east boundary of Evelina Street to AMG Co-ordinates 333001E 5813736N; then southerly across Strabane Avenue to AMG Co-ordinates 332993E 5813713N; then southerly along the east boundary of Perry Parade to AMG Co-ordinates 332960E 5813478N; then to AMG Co-ordinates 332947E 5813466N (intersection of centre line of Bundoran, Kerry and Kinsale Crescents); then south westerly along the centre line of Kinsale Crescent to AMG Co-ordinates 332905E 5813304N; then southerly along lot boundaries and the east boundary of Barloa Road to AMG Co-ordinates 332838E 5812791N; then westerly along the centre line of Whitehorse Road to AMG Co-ordinates 332803E 5812796N; then southerly along the east boundary of York Street to AMG Co-ordinates 332765E 5812506N; then across Trafalgar Street to AMG Co-ordinates 332761E 5812484N; then southerly along the eastern boundary of United Energy.
of York Street to AMG Co-ordinates 332722E 5812201N; then easterly along the north boundary of Mont Albert Road to AMG Co-ordinates 332738E 5812199N; then southerly along the east boundary of Wilson Street to AMG Co-ordinates 332707E 5811975N; then southerly across the railway reserve to AMG Co-ordinates Co-ordinates 332680E 5811899N; then southerly to the centre line of Windsor Crescent to AMG Co-ordinates 332674E 5811842N; then westerly along the centre line of Windsor Crescent to AMG Co-ordinates 332562E 5811776N; then south westerly to the north west corner of Alexandra Crescent at AMG Co-ordinates 332558E 5811762N; then southerly along the west boundary of Alexandra Crescent to AMG Co-ordinates 332594E 5811647N; then westerly along the boundaries of Zone Substation Surrey Hills to AMG Co-ordinates 332558E 5811652N; then to AMG Co-ordinates 332552E 5811603N; then to AMG Co-ordinates 332581E 5811599N; then to AMG Co-ordinates 332585E 5811635N; then to AMG Co-ordinates 332591E 5811635N; then southerly along the west boundary of Alexandra Crescent to AMG Co-ordinates 332594E 5811588N; then easterly along the centre line of Canterbury Road to AMG Co-ordinates 332666E 5811578N; then southerly along the centre line of Warrigal Road to AMG Co-ordinates 332341E 5808892N; then westerly along the north boundary of Toorak Road to the intersection with the east boundary of the South Eastern Arterial at AMG Co-ordinates 327469E 5809423N; then northerly along the axis of the South Eastern Arterial to the east boundary of Glenferrie Road at AMG Co-ordinates 326785E 5810232N; then southerly along the east boundary of Glenferrie Road to the Caulfield railway reserve at AMG Co-ordinates 326429E 5807156N; then south easterly along the north east boundary of the railway reserve to AMG Co-ordinates 327381E 5806135N; then easterly across the railway reserve to AMG Co-ordinates 327332E 5806143N; then westerly along the north boundary of Balaculla Road to the intersection with St Kilda Road at AMG Co-ordinates 322863E 5806749N; then westerly along the north boundary of Carlisle Street to the intersection of Haverlock Street at AMG Co-ordinates 322066E 5806837N; then southerly to the boundary of Luna Park at AMG Co-ordinates 322053E 5806799N; then south easterly along the Luna Park boundary to the intersection with Shakespeare Grove at AMG Co-ordinates 322088E 5806772N; then south westerly along the north west boundary of Shakespeare Grove to the intersection with Marine Parade at AMG Co-ordinates 321867E 5806601N; then south westerly to the foreshore of Port Phillip Bay at AMG Co-ordinates 321836E 5806556N.

SOUTHERN BOUNDARY

Westerly from AMG Co-ordinates 321836E 5806556N along the foreshore of Port Phillip Bay to the centre of the entrance of the Yarra River.

COMMON BOUNDARY OF AGL ELECTRICITY LIMITED AND CITIPOWER PTY LTD

From the centre of the entrance of the Yarra River northerly along the centre of the Yarra River to its confluence with the Maribyrnong River then northerly along the centre of the Maribyrnong River to the point where the Maribyrnong river passes under the northern boundary of the Footscray railway line at AMG Co-ordinates 316466E 5814344N then easterly along the northern boundary of the Footscray route railway reserve to the Eastern side of Moonee Ponds Creek at AMG Co-ordinates 318237E 5813912N; then northerly along the Moonee Ponds Creek to AMG Co-ordinates 318218E 5814334N near the Arden Street bridge; then generally in a north easterly direction following the northern and western sides...
of the Upfield railway reserve to the point where the railway line intersects the Tullamarine Freeway at the Flemington Road railway bridge at AMG Co-ordinates 318584E 5815608N; then generally in a northerly direction along the eastern boundary of the Tullamarine Freeway to where the Tullamarine Freeway passes over the Moonee Ponds Creek and then along the centre line of the Moonee Ponds Creek to the point where the Moonee Ponds Creek meets Moreland Road, then easterly along the centre line of Moreland Road to the point where Moreland Road crosses over the Merri Creek, then northerly along the centre line of Merri Creek to the point where the Merri Creek meets the southern boundary of the A.H. Capp Reserve, then easterly along the southern boundary of the A.H. Capp Reserve, then easterly along the centre line of Miller Street to the intersection with High Street, then easterly along the centre line of Dundas Street to Darebin Creek, then southerly along the centre line of Darebin Creek to the intersection of Darebin Creek with Smith Street. Then along the north side of Smith Street west to Fulham Road. Then north along Fulham Road to Chingford Street. Then west along the centre of Chingford Street to Sparks Avenue. Then north along the centre line of Sparks Avenue to the boundary between No 43 and 45 Sparks Avenue then west to the eastern boundary of Station Street then west along the boundary between 267 and 267A Station Street to the eastern boundary of Gillies Street. Then north along the eastern boundary between No 227 and 229 Rathmines Street then west to the rear of 227/229 Rathmines Street. Then south along the rear boundary of lots on the west side of Rathmines Street to the intersection with Westgarth Street then west along the centre line of Westgarth Street to the west boundary of Holmes Street. Then south along the rear of lots on the west side of Holmes Street to Heidelberg Road then west along the north side of Heidelberg Road to the intersection with Merri Creek. Then along the centre line of Merri Creek to the confluence of the Yarra River, then easterly along the centre line of the Yarra River to the point where the Yarra River meets the northern boundary of the Camberwell Public Golf Course at AMG Co-ordinates 329745E 5816931N.

INCLUSION OF LYNCH'S BRIDGE AREA

The following areas, the external boundaries of which are described below and which are indicated as the shaded areas on the attached map, are, in addition to the area described above, part of the distribution area of CitiPower Pty Ltd:

Commencing at a point on the south-west corner of the junction of Smithfield Road and the former Hobsons Road, Kensington at AMG co-ordinate 316223.5E 5814709.0N; then generally southerly along the eastern building line to AMG co-ordinate 316376.5E 5814577.0N; then generally easterly along the building line of the north side of Hobsons Road, Kensington to AMG co-ordinate 316451.5E 5814635.0N; then generally south-easterly along the building line of the north side of Hobsons Road, Kensington to AMG co-ordinate 316580.5E 5814587.0N; then easterly along the building line of the north side of Flockhart Street, Kensington to the north-west corner of the junction of Flockhart Street and Bayswater Road, Kensington at AMG co-ordinate 316869.5E 5814806.0N; then generally north-westerly along the building line of the west side of Bayswater Road, Kensington to AMG co-ordinate 316833.5E 5814830.0N; then westerly along the building line of the south side of Westbourne Road, Kensington to AMG co-ordinate 316812.0E 5814813.5N; then northerly along the building line at the end of Westbourne Road, Kensington to AMG co-ordinate 316804.5E 5814823.5N; then easterly along the building line of the north side of Westborne Road, Kensington to the north-west corner of the junction of Westbourne Road and Epsom Road, Kensington at AMG co-ordinate 317182.5E 5815111.5N; then northerly along the
building line of the west side of Epsom Road, Kensington to the south-west corner of the junction of Smithfield Road and Epsom Road, Kensington at AMG co-ordinate 316997.5E 5815344.5N; then westerly along the building line of the south side of Smithfield Road, Kensington returning to AMG co-ordinate 316223.5E 5814709.0N.

Commencing at a point on the south-east corner of the junction of Smithfield Road and Epsom Road, Kensington at AMG co-ordinate 317016.0E 5815354.0N; then southerly along the building line of the west side of Epsom Road to the north-west corner of the junction of Epsom Road and Market Street, Kensington at AMG co-ordinate 317175.5E 5815153.0N; then easterly along the building line of the north side of Market Street, Kensington to the north-west corner of the junction of Market Street and Bellar Street, Kensington at AMG co-ordinate 317518.0E 5815426.0N; then north-easterly along the building line of the west side of Bellar Street, Kensington to the south-west corner of the junction of Bellar Street and Racecourse Road, Flemington at AMG co-ordinate 317507.0E 5815477.5N; then generally north-westerly along the building line of the south side of Racecourse Road, Flemington to the south-west corner of the junction of Racecourse Road and Smithfield Road, Flemington at AMG co-ordinate 317196.0E 58115511.5N; then westerly along the building line of the south side of Smithfield Road, Kensington returning to AMG co-ordinate 317016.0E 5815354.0N.

**DEFINITIONS:** In this boundary delineation "AMG" is a reference to Australian Map Grid, Zone 55
## SCHEDULE 3
### VARIATIONS TO THE LICENCE

<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 a regulatory framework for full retail competition to reflect changes established by Electricity Industry Act 2000, to make other minor amendments and to amend the dispute resolution clause to establish the Energy and Water Ombudsman.</td>
</tr>
<tr>
<td>28 August 2001</td>
<td>To include a 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 competitions systems are to be operation.</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 changes.</td>
</tr>
<tr>
<td>31 August 2005</td>
<td>To make various administrative and substantive amendments following review by the Commission of electricity generation, distribution and retail licences.</td>
</tr>
<tr>
<td>17 August 2016</td>
<td>Amendment to licensee company name.</td>
</tr>
</tbody>
</table>