


Application by:	 Tas Gas Retail Pty Ltd (ABN 90 110 370 726)
Application for:	<b>Gas Retail Licence</b> Tas Gas Retail Pty Ltd applies for a limited scope licence under section 25 of the <i>Gas Industry Act 2001</i> to sell natural gas to retail customers in Victoria.
Contact person:	Ms Kate Daley Manager Tas Gas Retail
Date submitted:	31 <sup>st</sup> October 2016

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## **ABBREVIATIONS**

**AEMO** – Australian Energy Market Operator

**AER** – Australian Energy Regulator

**BEA** – Brookfield Energy Australia Pty Ltd

**BRE** – Brookfield Regional Energy (Victoria) Pty Ltd

**BRN** – Brookfield Regional Networks (Victoria) Pty Ltd

**BTGNH** – Brookfield TGN Holdings Pty Ltd

**CNG** – Compressed natural gas

**ENWAVE** – Enwave Australia Pty Ltd

**ESC** – Essential Services Commission

**ESV** – Energy Safe Victoria

**EWOV** – Energy and Water Ombudsman Victoria

**RDV** – Regional Development Victoria

**RGIP** – Regional Gas Infrastructure Program

**TGN** – Tas Gas Networks Pty Ltd

**TGR** – Tas Gas Retail Pty Ltd

## Executive Summary

Tas Gas Retail (TGR) is seeking a gas retail licence to enable it to provide natural gas retail services to the Victorian towns of Heathcote, Invermay, Lakes Entrance, Maldon, Orbost, Terang, Kerang, Nathalia, Robinvale, Marong and Swan Hill (Regional Towns).

TGR is Tasmania's number one gas retailer with more than 8,000 customers. TGR (formerly Option One) has been providing gas retail services since 2003. TGR is wholly owned by Brookfield TGN Holdings Pty Ltd (BTGNH) and has been part of developing the innovative supply model for reticulated natural gas due to be rolled out under the State Government's Gas Infrastructure Program through Regional Development Victoria (RDV).

TGR will purchase natural gas from Brookfield Energy Australia (BEA) who will buy gas, have it compressed, transported to the towns being supplied and de-compressed it at a receiving station in each town. TGR will buy gas from the receiving station (similar to buying petrol at a petrol pump) and will on-sell the natural gas to end-users connected to the distribution network owned and operated by Brookfield Regional Networks (BRN).

This innovative model will enable the supply of natural gas to these towns for the first time. The provision of services to these towns has been made possible through the support of the Victorian Government and the co-ordination of various additional Brookfield entities responsible for purchasing wholesale gas, transporting compressed natural gas (CNG) and retailing natural gas to end use customers.

To enable TGR to supply customers in these towns with natural gas, it requires a Gas Retail Licence under section 25 the *Gas Industry Act 2001*.

TGR believes that the issuance of a retail licence is consistent with the ESC's objectives under the *Essential Services Commission Act* and the *Gas Industry Act*:

- consumers will be able to choose natural gas to meet their energy needs and will do so only where they determine that they will be better off;
- the supply of natural gas will enable more competition in the existing Regional Towns for energy services comprising electricity, LPG and wood thereby stimulating improved efficiency and services in the sector. All consumers (including low income and vulnerable consumers) will benefit from improved competition and choice;
- TGR will comply with all applicable laws, regulations and codes to ensure that its customers are informed and empowered to make choices about their energy supply;
- all consumers (including low income and vulnerable consumers) will benefit from competition and choice; and
- TGR has established systems and processes to ensure customers are protected from unlawful disconnection and will be assisted in meeting their financial obligations for the provision of services.

TGR has the technical capacity to provide these services because it has been providing gas retail services to customers in Tasmania since 2003 and is compliant with all relevant laws and regulations in that jurisdiction.

TGR's activities in Victoria will draw on existing expertise and personnel as required and will utilise and access the systems, processes and procedures required to ensure compliance, issue accurate bills, meet customers' needs and manage risks.

The viability of TGR's operations in Victoria will be underpinned by its established Tasmanian operations. Thorough analysis has been conducted with regards to the Victorian market opportunity. Operations will be financially viable, based on current projections of the costs and revenues over the next five years, particularly with plans in place to meet short falls in revenue or increases in costs as they arise.

TGR looks forward to a positive outcome from the application process and the ability to provide natural gas supply services for the first time in the Regional Towns through this innovative new supply model.

## Section 1: The applicant and nature of the application

### 1.1 The Applicant

Name: Tas Gas Retail Pty Ltd (formally Option One)

ACN: 110 370 726

ABN: 90 110 370 726

Address: Level 22, 135 King Street  
Sydney NSW 2000

Key contact: Ms Kate Daley  
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A copy of Tas Gas Retail Pty Ltd's (TGR) certificate of registration and Constitution is located at Appendices A and B.

TGR has been marketing and retailing natural gas in Tasmania since 2003 to industrial, commercial and residential customers. The distribution network in Tasmania passes over 50,000 premises with around 13,000 connections. TGR is the largest gas retailer in Tasmania with 8,000 customers (17.2% of the potential market and 61.5% of the residential and commercial market).

TGR's scope of operations in Tasmania include: supply of gas to customers via negotiated distribution, transportation and wholesale gas supply agreements. Billing, sales, account management, customer service, risk management, compliance and related functions are all performed in-house.

TGR's customer base in Tasmania is geographically disperse and shares similarities in demographics with the Regional Towns it is seeking to retail natural gas to.

### 1.2 Type of licence sought

TGR seeks to apply for an energy retail licence under section 25 of the *Gas Industry Act 2001* which would be limited to the retailing of natural gas to customers set out in the Development Agreement with the Victorian State Government in relation to the Regional Towns utilising compressed natural gas infrastructure. This licence would be limited in scope and scale to the areas identified in section 1.4 of this application (refer Appendix C). It is requested that this licence comes into effect as soon as practicable.

### 1.3 Fit and proper person

TGR is owned by the Brookfield global group of companies, an alternative asset manager focussed on property, renewable power and infrastructure assets with over US \$240 billion of assets under management. In Australia, Brookfield's operating platforms include infrastructure, commercial office, construction, services and residential development.

Brookfield has systems, processes and personnel employed in global group to ensure viable and sustainable operations of the business and the ability to deliver on stated corporate objectives.

TGR has put in place an experienced and effective Board and Executive team to carry out the operations and deliver on the objectives of TGR to positively contribute to the commercial returns of the global group.

TGR submits that TGR, its parent entities, and its Executive and Board (experience and capability outlined in section 3.3 of this application) satisfy the requirements that the licence be granted to a fit and proper person.

For further entity and corporate structure information, please refer to sections 1.7 and 1.8.

### 1.4 Proposed scope of operations in Victoria

For simplicity, TGR proposes that the area covered by the licence be expressed in terms of the following postcodes, albeit that the proposed reticulation may not extend to all premises in these postcodes. The proposed reticulation boundaries are set out in the maps at [Appendix C](#).

Area	Postcode
Lakes Entrance	3909
Orbost	3888
Terang	3264
Invermay	3352
Heathcote	3523
Marong	3515
Maldon	3463
Kerang	3579
Swan Hill	3585
Robinvale	3549
Nathalia	3638

#### Market size

The agreed footprint of network reticulation with RDV will see approximately 12,500 households and small businesses passed (in total). It is anticipated that there will be organic growth of the reticulated area beyond the agreed footprint with RDV where customer demand results in viable extensions of the network and this may result in over 50% of the market being connected over time. Further information regarding market analysis of each town is provided in TGR's business case.

## Background

The Victorian Government's 2013-14 Budget announced the *Energy for the Regions* program. This program is to invest \$100 million through the Regional Growth Fund to drive new investment in regional communities and new industry and business opportunities. The program was to fast-track delivery of natural gas to an initial 14 towns, invest in a major upgrade to Mildura's natural gas supply capacity, and fund a feasibility study of the provision of natural gas to communities along the Murray River.

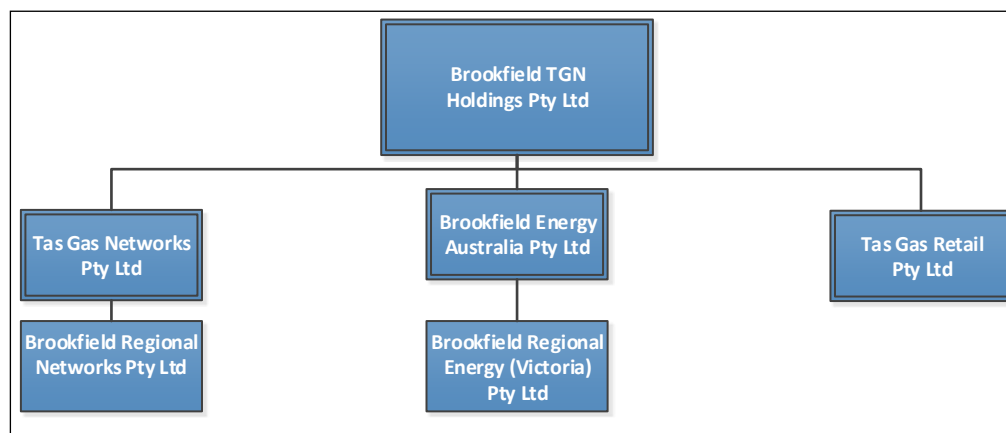
This program has since been continued under the Regional Gas Infrastructure Program (RGIP) with the aim to supply reticulated natural gas to communities across regional and rural Victoria to facilitate the creation of alternative means of delivering natural gas to Victorian energy consumers where traditional pipeline delivery is not economic. The program is administered by Regional Development Victoria (RDV).

The RGIP is now fully committed. RDV has finalised agreements to supply natural gas to a total of 18 regional Victorian towns under the RGIP. RDV has reached agreement with BTGN H's entities Brookfield Regional Networks (BRN), Brookfield Regional Energy (BRE) and TGR to supply natural gas to the 11 Regional Towns shown above. These 11 Regional Towns will be connected using a compressed natural gas (CNG) delivery solution.

TGR will receive no funding for the costs incurred in its expansion into the Victorian market to support this innovative initiative and there is no funding under the Development Agreement with RDV with regards to the provision of incentives for customer connections (as has been the case in other RGIPs funded by RDV).

TGR, in partnership with two other BTGNH companies, BRE and BRN, proposed an innovative natural gas supply model whereby natural gas was purchased via a retailer from the Victorian market, compressed, trucked and decompressed through specialised equipment to supply natural gas to a traditional natural gas distribution network in each town.

The diagram below illustrates the structure of BTGNH entity and its subsidiaries responsible for enabling natural gas to be distributed in the Regional Towns:





The ability to envision and implement this innovative supply model has been facilitated by the joint ownership and partnerships within the group. TGR will initially be the sole retailer in the distribution area (in lieu of any other known interested retailer/s) and customers will not have a choice of alternate retailer, however, once the network has been developed, BRN will enforce a ring fencing policy with TGR to ensure non-discriminatory access to the distribution network and facilitate the entry of other retailers in the market.

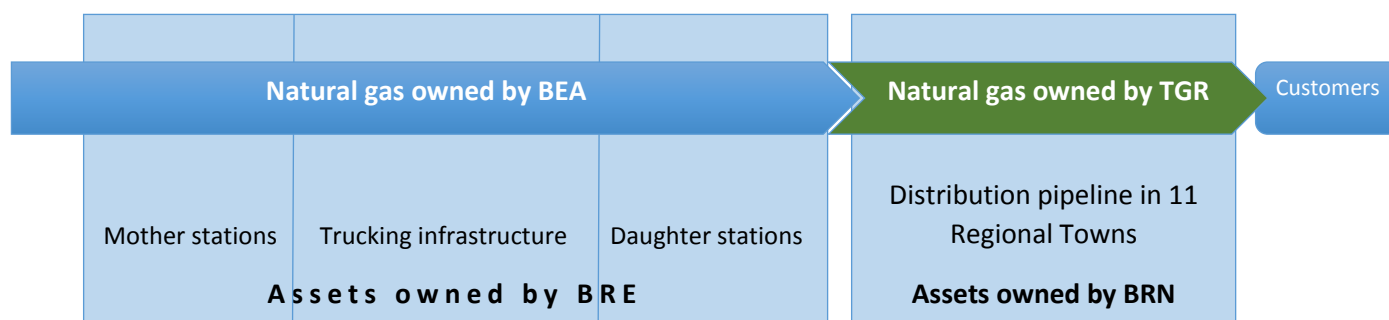
### 1.5 Supply Model

In this innovative supply model arrangements for the supply of natural gas to BRE's compression and dispensing infrastructure will be undertaken by BEA. BEA will purchase, as a retail gas customer, from an existing retailer/s (BEA will not be a participant (buyer) in the wholesale market).

BRE will lead the way in an innovative delivery method of natural gas through the use of highly sophisticated equipment "virtual pipelines" by compressing and trucking CNG to the outskirts of the towns where it will be decompressed and supplied through BRN's conventional gas distribution network.

TGR will purchase the natural gas from BEA at the output flange, down stream of the custody transfer meter in each Regional Town. The natural gas will be delivered to TGR's retail customers via a reticulated distribution pipeline owned by BRN. Commercial agreements will be in place between BEA and TGR for the purchase of natural gas, and between BRN and TGR for use of the distribution networks.

The supply chain, between the various Brookfield entities within this project, is shown in the figure below:



The commercial agreements are currently undergoing final legal sign off however to provide comfort and reassurance to the ESC that the appropriate agreements will be in place we have attached the draft versions to this licence application. At [Appendix N](#) is the draft Gas Supply Agreement with BEA and [Appendix O](#) is the draft Use of System Agreement with BRN. Also attached is the Customer Transfer and Reconciliation Code which will apply to all parties operating in the distribution area in lieu of the RMPs set out in this application ([Appendix M](#)).

The four main components of the supply chain that make provision of natural gas viable are as follows:

**Compression Stations ('Mother Stations')** – The project allows for the construction of three (3) independent compression and dispensing stations for compressed natural gas (CNG) into bulk

storage located around Victoria. These stations are owned and operated by Brookfield Regional Energy (BRE). The Mother Stations will be connected with a single meter via a traditional Victorian distribution network. BRE's parent entity, Brookfield Energy Australia (BEA) will run a competitive tender process to purchase the gas to be compressed at the compression stations.

**Retail considerations** – Traditionally the role of the retailer is to buy wholesale gas and transport gas through transmission pipelines to distribution networks where it is supplied to customers. In this supply chain, the retailer does not have to be involved in the purchase or transport of gas. Rather, BEA will purchase the gas and BRE will compress it, transport it and decompress it using sophisticated and specialised CNG dangerous goods storage and handling facilities. The gas supplied to the Mother Station will be accounted for by AEMO as it moves through the traditional market supply chain.

**CNG Transport** - A number of prime movers in B-double configuration owned and managed by BRE will transport bulk CNG from Mother Stations and deliver it to Receiving Stations in each town. BRE will be managed by BEA. Retailers will be able to contract with BEA for the supply of gas at each Receiving Station.

**Retail considerations** – Traditionally retailers nominate on a daily basis for equal amounts of gas and transportation capacity they need to meet daily demand. Under the CNG model, retailers will not need to nominate as this part of the supply chain is fully managed by BEA.

**Receiving Stations ('Daughter Stations')** – Owned and managed by BRE, each station receives CNG from CNG transport and stores it on-site at each town. As gas is needed, it is automatically decompressed and supplied into a conventional gas distribution network for supply to customers. BEA in conjunction with BRE will monitor the levels of CNG in storage and will maintain at least two (2) days of supply on site at all times, scheduling deliveries accordingly. Retailers will be able to enter into arrangements with BEA to purchase the de-compressed natural gas and have it injected in to BRN's distribution network. Where there is more than one retailer, each retailer's purchases will be determined based on metering data provided by BRN.

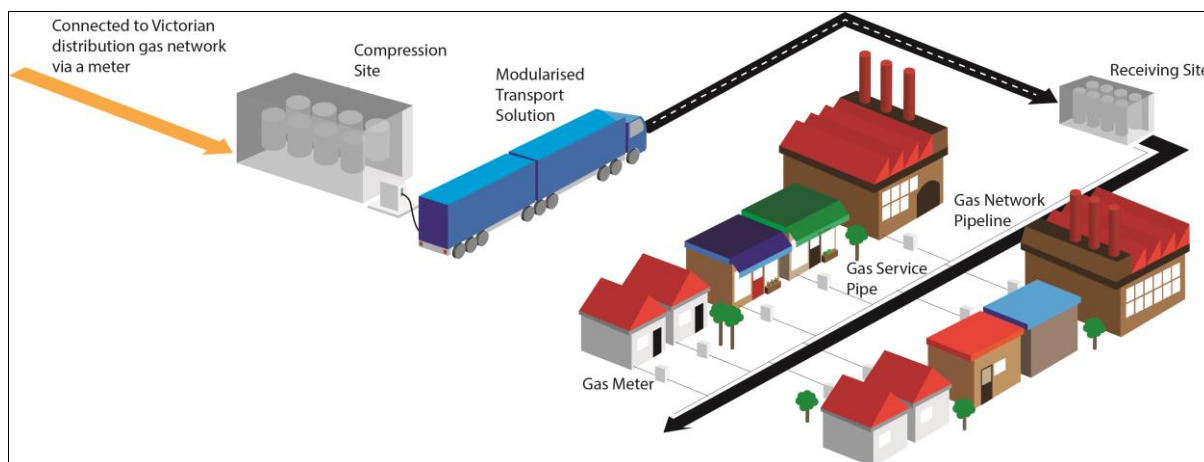
**Retail considerations** – Traditionally retailers nominate based on estimated demand of their customer base on a daily basis and have measures in place to manage seasonal swing and daily fluctuations. One of the benefits of the CNG model is that it manages the gas portfolio including variations in customer consumption profiles and swing for all customers connected to the network. Retailers will be able to contract with BEA for supply of natural gas downstream of the flange from the Daughter Stations and will be charged on the basis of their respective customer consumption which will be provided by BRN from customer meter reads and or estimates for each town.

**Town Distribution Networks** - From the outlet of each Receiving Station, BRN will roll out a conventional gas distribution network within each town enabling consumers to access reticulated natural gas.

**Retail considerations** – The natural gas distribution network will operate as a traditional network in so far as its role in facilitating the supply of natural gas to customers and undertaking meter readings. A review of the costs and benefits of registration with AEMO and comply with Victorian Retail Market Procedures has identified that the benefits to customers under this supply model are minimal and costs are significant.

Instead, a Customer Transfer and Reconciliation Code will apply to retailers and distributors operating in these towns. The code will be largely aligned to the Victorian Retail Market Procedures with the one main difference being that BRN will play the role of AEMO with regard to facilitating customer transfers between retailers, connections and disconnections from the Network.

Supply Chain summary diagram:



Further information on the project is available at [www.vic.tasgas.com.au](http://www.vic.tasgas.com.au)

## 1.6 Licence conditions

To ensure the provision of a competitive alternative energy source to consumers and meet the objectives of the ESC, TGR is seeking variations to the licence conditions as follows:

### 1.6.1 AEMO and Retail Market Procedures

Following discussions with AEMO, and in consideration of the small number of customers in each township, the separation of these townships from the Victorian Declared System, the high cost of compliance, and the small unique operating model, TGR is seeking a variation to the conditions of the retail licence to remove the requirement to register with AEMO and operate under the Victorian Retail Market Procedures (RMPs). In seeking a variation, a lower cost alternative model is proposed which will not impact on customers and based on experience, may be acceptable to other retailers also seeking to enter these markets.

The Australian Energy Market Operator (AEMO) operates the energy markets and systems, delivers planning advice and as such administers the Retail Market Procedures for Victoria. Of relevance to the Victorian gas sector, registration is required for participants in the declared wholesale gas market and regulated retail markets, with scope for some exemptions.

For the purposes of section 91BI of the National Gas Law, TGR will not be a service provider for the declared transmission system, will not inject natural gas into the declared transmission system, will not operate storage facilities connected to the declared transmission system, and will not buy or sell

natural gas in the declared wholesale gas market. AEMO's functions relate to the transport and wholesaling in the Victorian declared transmission system, gas injections and withdrawal from the system, and buying and selling in the declared wholesale gas market. TGR will not participate in these markets. TGR is registered with AEMO as a Shipper in the Victorian declared wholesale market for activities unrelated to this application.

In conducting its feasibility of entry into regional Victoria, TGR has established that there will be high costs associated with achieving the required certification for use of AEMO's FRC HUB information system for transactions specified in the Gas Interface Protocol together with subsequent ongoing operating costs. Quotes indicate that costs in the first year would be approximately \$200,000 and \$150,000 in subsequent years which creates a substantial barrier to entry when servicing such small markets. Further detail with regards to quotes sought and relevant cost to serve the market is provided at [Appendix J](#) for ESC's reference.

In lieu of adopting the RMPs TGR will comply with the Customer Transfer and Reconciliation Code (Code). Under this approach, the distributor provides the coordination role traditionally provided by AEMO, particularly with regards to facilitating a smooth process for customer transfers. A copy of the Code is attached to this application (refer [Appendix M](#)). A substantially similar version is successfully implemented in another Australian jurisdiction where it is incorporated into state legislation. This Code will continue until such time as registration is required and AEMO require adherence with the RMPs and the associated Gas Interface Protocol.

TGR is requesting that its retail licence make explicit a clause along the following lines:

"Any obligations created by this licence that reference the Australian Energy Market Operator (AEMO) or the Retail Market Procedures (Victoria) either directly or by incorporation of matters covered by those Procedures shall apply only if:

- (i) TGR becomes registered as a Retailer (in relation to the Victorian retail market) with AEMO, or
- (ii) any of the pipelines in Victoria serviced by Brookfield Regional Networks Pty Ltd (BRN) become 'covered' pipelines under the *National Gas Law*, or
- (iii) any of the pipelines serviced by BRN become part of the Victorian 'declared distribution system' under the *National Gas (Victoria) Act 2008* (Vic); and
- (iv) until the preceding conditions are triggered a Customer and Transfer Reconciliation Code (Code) will be in place in lieu of the application of the Retail Market Procedures (Victoria).

The Code will be submitted to the Commission for its review and acceptance. Any amendments to the Code, sought by affected parties, will be submitted to the Commission for its consideration and approval. TGR acknowledges that the Commission is able, in consultation with affected parties, to make amendments to the Code as it sees fit."

This approach has the support of AEMO (refer [Appendix K](#)).

### 1.6.2 Pass through of network charges

TGR is seeking a variation (if relevant) to the licence condition to include the network component of tariffs on customer bills until another retailer that is required to comply with this requirement provides services to customers on the same distribution network.

Recent gas retail licences require that a retailer provide information to customers on network charges on whether these are passed through. TGR considers that this only has application where prices are regulated (allowing pass through of changes in network charges) or the contract with a customer makes reference to pass through of network charges. Neither of these will apply for TGR, however TGR seeks clarity that such a provision does not require it to disclose detailed cost information between TGR and BRN (the distributor).

TGR will have a Long Form System Use Agreement with BRN outlining all its terms and conditions including costs for services. Due to the innovative nature in which natural gas will be made available to each town, it is anticipated that the value chain will be different to that of traditional gas networks in Victoria.

Whilst BRN and BEA have provided TGR with tariffs for their components of supply to allow TGR to develop its 2016 market tariffs, they have indicated that as the delivery model has not yet been tested that the mix of tariff components maybe subject to change, particularly in 2017 when the true costs of operations are better understood.

So as not to draw unnecessary community concern regarding variation to the make-up of the natural gas tariffs in the 11 Regional Towns, an exemption from the requirement to disclose the network component of the tariff on customer bills is requested until such time that another retailer with this requirement enters the market.

Further, TGR requests that the reference to disclosure of network charges in the standard licence define what is considered a 'network charge', and what circumstances amount to 'pass through', for the purpose of that requirement.

## **1.7 Entity information**

TGR holds a gas retail licence in Tasmania and, with over 8,000 customers, is the largest natural gas retailer in Tasmania. TGR was granted a licence to retail gas in Tasmania in 2003 and supplies natural gas to residential, commercial and industrial clients.

TGR is a wholly owned subsidiary of BTGNH, who in turn, is a wholly owned business of Brookfield Infrastructure, which is part of the global group. Brookfield Infrastructure is a global alternative asset manager focused on property, renewable power and infrastructure assets with over US \$240 billion of assets under management. In Australia, Brookfield's operating platforms include infrastructure, commercial office, construction, services and residential development.

The figure on the following page shows Brookfield's global scale:



### 1.8 Energy and utility related licences held by Brookfield Infrastructure subsidiaries in Australia

Other licences obtained by the group, in addition to TGR's gas retail licence in Tasmania, for similar activities delivering niche, innovative projects such as district energy systems in NSW are held by the group including:

- Brookfield District Energy
- Central Park – Tri-generation
- FLOW – Water Utilities Licence (NSW)
- FLOW – Energy Retail Licence (NSW)
- Tas Gas Networks – Distribution Licence (Tasmania)
- Tas Gas Networks – Pipeline Licence (Tasmania)

To date, Brookfield has no unsuccessful gas licence applications in Victoria or any other jurisdiction.

### 1.9 Board members

The role of the Board is to represent the shareholder and to promote and protect the interests of the company.

Name	Title
Dr Anthony Vaughan	TGR Director and Chairman of the Brookfield TGN Holdings Pty Ltd Board Brookfield : Senior Vice President - Australian Operations
Michael Tebbutt	TGR Director and Board member of the Brookfield TGN Holdings Pty Ltd Board Brookfield: Vice President Finance-Australian Operations
Jeff Kendrew	TGR Director and Board Member of the Brookfield TGN Holdings Pty Ltd Board Brookfield: Chief Development Officer

No board members have previously been disqualified.

The experience of the Board is set out below.

#### **Dr Anthony Vaughan**

Anthony is a Senior Vice President – Asset Planning of Brookfield Infrastructure Group Australia. Anthony holds a Bachelor of Engineering (Mechanical) from Queensland Institute of Technology, a Masters in Maintenance Management, and a PhD from Central Queensland University. He is a Certified Professional Engineer with the Institute of Engineers, Australia and a member of both the Institute of Asset Management (UK) and Australian Institute of Company Directors.

Anthony is a director on a number of operating company boards within the Brookfield Group including Brookfield TGN Holdings and Brookfield Energy Australia.

#### **Michael Tebbutt**

Michael joined Brookfield Infrastructure Group Australia in June 2011 as Group Financial Controller before assuming the role of Vice President, Finance and CFO in March 2014. In his role he has had experience in a range of financial reporting and infrastructure business matters including advising on acquisitions and ventures. Prior to joining Brookfield, Michael was Senior Audit Manager at PricewaterhouseCoopers, Sydney which included a 5 year secondment to New York. Michael holds a Bachelor of Business (Accountancy) from the University of Technology, Sydney and has been a member of the Institute of Chartered Accountants in Australia since 2002.

Michael is a director on a number of operating company boards within the Brookfield Group including DBCT Management, Brookfield TGN Holdings, and Flow Systems.

#### **Jeff Kendrew**

Jeff is a Managing Partner and the Chief Development Officer of Brookfield Infrastructure Group Australia (BIG). Jeff was previously Prime Infrastructure's CEO from 2007 and Managing Director from 2009, prior to joining Brookfield in March 2010. Prior to joining Prime Infrastructure, Jeff was General Manager, Corporate Development for PowerCo Limited, an electricity and gas distribution



business in New Zealand, and also the General Manager of Operations for Wairarapa Electricity Limited, also in New Zealand.

Jeff holds a Bachelor of Engineering (Electrical) from the University of Canterbury New Zealand, and MBA (Technology Management) from Deakin University. He is a member of the Australian Institute of Company Directors and Electrical Engineers, New Zealand.

Jeff is a director on a number of operating company boards within the Brookfield Group including DBCT Management, Brookfield Rail, Brookfield TGN Holdings, Brookfield Energy Australia, Flow Systems, and Quadrant Energy.

## 1.10 Compliance

TGR is not facing any prosecutions or regulatory complaints against it or associated persons or key personnel.

## Section 2: The Commission's objectives

TGR understands that in performing its functions and exercising its powers, the objective of the ESC is to promote the long term interests of Victorian consumers (s. 8(1) of the *Essential Services Commission Act 2001* (ESC Act)). TGR also understands that in assessing an application the ESC will have regard to the price, quality and reliability of essential services (s. 8(2) ESC Act). The *Gas Industry Act 2001* (GI Act) also sets the objectives to promote a consistent regulatory approach between the gas industry and the electricity industry and to promote the development of full retail competition (s. 18 of GI Act).

As noted above, the granting of the retail gas licence will permit TGR to sell natural gas to customers Regional Towns in Victoria to which natural gas is currently not provided. This will offer a new service to these customers (an alternative to existing energy sources) that would be unlikely to occur but for the Victorian Government's agreement with TGR. Natural gas will be offered as an optional fuel source and as such, customers may choose to apply for a connection with TGR. TGR in turn may choose whether to accept or reject an application for connection. TGR's services will need to compete with existing energy providers (including electricity, LPG and wood fuel sources common in these areas) and other natural gas retailers seeking to enter one or more towns.

Based on TGR's experience in providing gas to consumers in Tasmania, it is submitted that the proposal will promote the long-term interests of Victorian consumers because they will be supplied with an additional energy source (natural gas) in a competitive, reliable and consumer-focussed manner.

TGR understands that in seeking to achieve the ESC's objectives, the ESC must have regard to the following matters to the extent that they are relevant in any particular case:

### A. Facilitate efficiency in the industry and incentives for long term investment

The ability of TGR to supply natural gas in the Victorian towns will ensure the efficient use of the natural gas distribution network over the long term and stimulate competitive rivalry in the provision of energy supply. To the extent that other retailers enter the market to compete with TGR,



this will stimulate further competitive rivalry in gas supply improving the efficiency and incentives for investment in the longer term in both the reticulation and supply of natural gas.

Currently the only gas supplied in the Regional Towns is from bottled gas delivered to premises. Reticulated natural gas will be able to utilise economies of scale and deliver natural gas efficiently and cost effectively. The supply of natural gas is likely to result in driving additional efficiencies in the LPG system.

#### **B. Facilitate the financial viability of the industry**

The ability of TGR to supply natural gas will facilitate the financial viability of the provision of natural gas in the regions and the financial viability of the distribution systems in these towns.

Further, the areas proposed to be included within the scope of the licence are all areas that have previously been determined to be uneconomic for reticulated natural gas supply. This is the rationale behind the government's RGIP program. Hence, the TGR operations in these areas will in no way affect any other activities or opportunities within the industry. The gas supplied will be purchased from the retail or post-retail market, therefore TGR's operations will not adversely affect the wholesale gas supply market. The proposal will provide consumers in the Regional Towns an additional option of energy choice.

The total potential market size is small and therefore every effort has been made to minimise costs that may be passed through to the customer while providing a network that facilitates retail competition.

#### **C. Degree of, and scope for, competition within the industry**

TGR considers that its entry into the Victorian retail market will provide for significant benefits for consumers in the Regional Towns, who previously did not have access to reticulated natural gas. TGR will add much needed competition to existing energy sources for these towns. This will provide an additional option for consumers and will introduce a degree of competition from other energy sources such as electricity, LPG, or wood. The development agreement with RDV does not mandate that any customers must connect to the network—TGR will need to be price and service competitive with other energy sources to attract and retain customers.

The total potential market size is small and therefore every effort has been made to minimise costs of the entire supply chain. TGR intends to leverage synergies in its existing business to reduce the direct costs of providing retail services. Other retailers will be able to enter where they are able to put in place arrangements to cost effectively deliver natural gas to the towns or purchase natural gas from BEA and compete with TGR on retail margins.

Brookfield, through its agreement with Regional Development Victoria has agreed to a price cap where tariffs through the vertically integrated supply chain cannot be more than 15% greater than the tariffs of the nearest town with natural gas supplied through the Victorian declared market. This price cap applies when TGR achieves a residential customer take up of greater than 60% of the premises passed in any Regional Town where the average residential customer load exceeds 25 GJ per annum. Should another retailer choose to enter a town(s), the price cap provision falls away in lieu of a competitive pricing mechanism.

Other key factors that will affect gas pricing in the townships include:

- a) any change in the retail gas commodity price obtainable by Brookfield Energy Australia at the Mother Station sites;
- b) a material change in trucking transportation costs; and
- c) commercial sustainability.

**D. Health, safety, environmental and social legislation applying to the industry**

TGR has systems, processes and procedures in place to ensure compliance with applicable health, safety, environmental and social legislation. The Directors of TGR are committed to providing a safe workplace that is committed to the sustainability of the environment and the wellbeing of its employees and customers. All employees and suppliers will have similar values and operate within a compliance culture and focus. As demonstrated in Part 3 of this application, TGR has operated as a gas retailer in Tasmania for many years in compliance with relevant industry codes and standards related to its employees and customers.

**E. The benefits and costs of regulation (including externalities and the gains from competition and efficiency) for— (i) consumers and users of products or services (including low income and vulnerable consumers); (ii) regulated entities**

TGR's approval to enter the Victorian retail market will result in further opportunities for customers within regional Victoria. Consumers in these regions will have a greater choice in energy products and services, and natural gas is a relatively environmentally friendly energy product compared with other sources. It is anticipated that the proposed delivery method by reticulated gas infrastructure may provide a lower cost alternative (including transaction costs) compared to other sources (e.g. LPG). TGR anticipates that the benefits of the proposal may include lower annual energy costs and improved services with greater choice.

TGR has initiated discussions with the Energy and Water Ombudsman of Victoria (EWOV) regarding its membership application. Membership will be obtained prior to entry into the Victorian retail gas market. TGR has also commenced discussions with the Department of Health and Human Services, who are aware of this application and have advised that once TGR's licence has been approved, the Department will proceed with establishing a concessions agreement with TGR.

**F. Consistency in regulation between States and on a national basis**

TGR does not consider that the granting of a gas retail licence to TGR is inconsistent with national or state regulations. TGR already operates in Tasmania and complies with the requirements in that State. The supply model for the Victorian towns aims to leverage the existing systems, processes and procedures and deliver the same or similar outcomes to customers in Victoria as cost effectively as possible.

TGR supports consistency in regulation between States and on a national basis. TGR and Brookfield have operations in other states and support harmonisation. TGR notes that the current Energy Retail Code (version 11 as revised at 1 January 2015) has followed a process to harmonise with the National Energy Customer Framework (NECF). TGR is supportive of further steps to reduce compliance burdens on small scale retailers operating in more than one jurisdiction, which may come out of the current energy licence framework review.

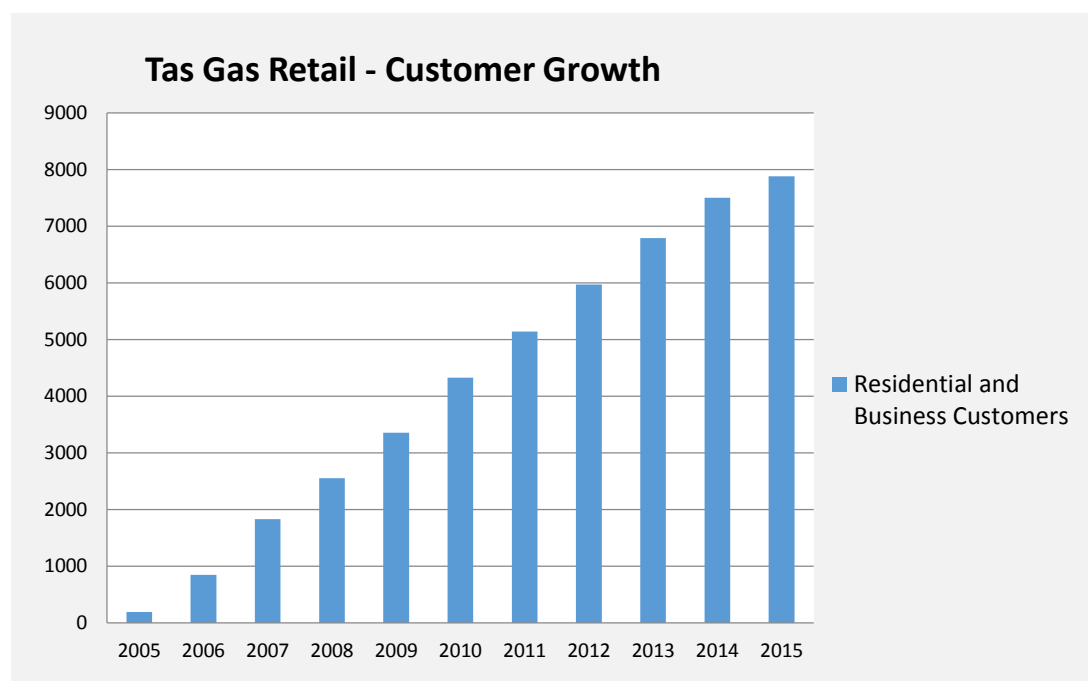
## Section 3: Technical capacity

### 3.1 TGR's ability to provide retail services

Starting in 2016, TGR intends to provide natural gas retail services to 11 Regional Towns in country Victoria. Services will be offered to residential, commercial and industrial customers in these regional areas on a case-by-case basis. Customers will not be automatically connected to the network. The decision to connect an individual customer will be made based on various factors including TGR's assessment of their credit risk, the distance to passing network infrastructure and connection costs, likely demand of the user, and the obligations under the RDV Development Agreement.

TGR has the expertise, knowledge and skill base to operate a viable gas retail business in Victoria. TGR provides an assurance that it has sufficient financial resources to sustain its operations.

TGR has over 10 years' experience in retailing natural gas to regional Tasmania. TGR was first granted a Retail Licence to sell natural gas on 21 August 2003 under the former trading name of PowerCo Energy Services Pty Ltd. TGR's first customers were connected in 2005. The figure below shows the growth in customer numbers over the past 10 years.



As an experienced natural gas retailer in Tasmania, TGR and its holding company have appropriate governance arrangements and a suite of policies to ensure that the business has people, processes and systems to deliver its full range of services in a manner that is compliant with all industry, regulatory, legislative and best practice requirements.

TGR's office is based in Launceston Tasmania where its customer service call centre undertakes all billing, customer queries and account maintenance and sales. It is anticipated that the only tasks that will be outsourced are customer credit checks and debt collections. If required, TGR may engage

external consultants to provide specific industry expertise. The primary contact points for TGR are via its internet site, call centre or via email.

The agreement between TGR and BRN in relation to the local distribution networks will ensure that BRN all times carries out its obligations in accordance with Good Industry Practice, all applicable laws and the terms of the agreement including handling customer transfers; ensuring gas supply and quality; ensuring gas safety ; meter connection, disconnection and reading; and responding to gas emergencies. A gas emergency number will be provided to all customers. (see Appendix O for more detail).

TGR will be, as far as possible, utilising its existing infrastructure to support its retail activities in Victoria, and/or adapting its existing systems and expertise in Tasmania to deliver retail services in Victoria via:

- **Billing System** – TGR will utilise its existing billing and customer management system as its Victorian platform. Through this system, customer interactions are managed and recorded for enhanced customer experience, compliance and reporting functionality. This software is specifically designed for utility billing and is supported by a finance software package which was installed in 2009. These two software packages together provide multiple functionality including:
  - accounts payable;
  - accounts receivable;
  - asset management;
  - inventory;
  - job costing;
  - cash management; and
  - general ledger and financial reporting.
- **Metering** – reading of meters will be carried out by the distributor as owner of the network. An agreement between TGR and the distributor will ensure that meters are read quarterly, and in any event, at least once in every 12 month period, or more frequently if required to enable TGR to discharge its obligations under the Energy Retail Code and the applicable Retail Rules.
- **In-house call centre** – TGR will utilise its call centre operations in Launceston, Tasmania to service its Victorian customers. Customer service representatives are multi-disciplinary and are trained and proficient in customer engagement, on-boarding, off-boarding, credit management, billing, complaints handling, sales, engagement and management of customers experiencing financial hardship.
- **Provision of information to customers** – Through its website, via phone and in hard copy (upon request), TGR provides information in compliance with the Tasmanian Retail Code on service offerings to relevant customers including customer obligations, retailer obligations, pricing information and options, a customer charter (containing minimum service levels), contract terms (including termination provisions), meter reading arrangements, details of billing, payment

terms, complaints and disputes processes. TGR will leverage its existing capabilities and experience to meet its customer obligations under the Victorian Energy Retail Code.

To provide clear information to its Victorian customers and to assist with initial variations in compliance standards between States and offerings to customers, TGR will maintain a separate website for its Victorian customers until such time that a single website will meet the needs of its entire customer base. TGR will also maintain a separate free call number for Victoria to assist in meeting its customer contact reporting obligations.

- Customer protection – TGR will utilise automated processes within its billing and customer management system to assist customer service representatives to comply with the Energy Retail Code. TGR has appropriate policies and procedures for customer information collection and management that is compliant with the *Privacy Act 1988*. TGR will make all relevant information regarding the customer's rights and obligations available on its website, application forms and in other formats and locations as required by the Energy Retail Code.

TGR notes the recent announcement by the Victorian Government to amend the Gas Industry Act and ESC Act to improve protection for consumers, including banning early exit fees for fixed-term gas plans where the retailer increases the price, greater enforcement of licence obligations, compliance reporting, and increased penalties for wrongful disconnections. TGR will comply with any changes that are implemented.

- Creditworthiness checks – TGR has the existing capacity to perform creditworthiness checks for new customers via a reputable and accredited agency. TGR obtains the necessary customer approvals via its application form to conduct customer credit checks.
- Hardship – TGR proposes to adopt the same policies and procedures for its Victorian customers as its Tasmania customers. This approach will have minimal impact on the customers in the relevant Victorian towns; will enable costs to customers to be minimised; and will comply with Division 4A of the *Gas Industry Act 2001 (VIC)*.
- Complaints procedures – All complaints are handled in line with the TGR complaints and handling policy and procedures, which ensures that requirements set in the Australian Standard ISO 10002 (2006) Complaint Handling are met. Customer complaints are recorded and handled in the first instance by TGR customer service representatives with the ability to immediately escalate to the team leader. If complaints are unable to be resolved at this level a direct escalation path exists to TGR management.
- Disputes – Established protocols for dispute resolution processes are consistent with the Australian Standards and will include membership with the Energy and Water Ombudsman of Victoria (EWOV). If a customer feels that the issue is not resolved satisfactorily, they will be able to contact the EWOV.
- Customer Support – TGR provides multiple platforms to customers to pay and or manage the payment of their account including: BPAY, direct debit, Centrepay, telephone payment, post office payment and the set-up of short and or long term payment arrangements.
- Nominations and supply contract management – Under the innovative model nominations will not be required. As an experienced participant of the Victorian market as a Shipper since 2009, TGR will utilise its in-house expertise to work with Brookfield Energy Australia in managing the contract regarding the supply of natural gas to the 11 Regional Towns being serviced.

- Account management – Large customer accounts will be assigned to an experienced account manager.
- Marketing and relationship management – TGR has its own in-house marketing professionals who will deliver information through a variety of channels to support the take up of natural gas in regional Victoria. The marketing team will support its channel activities through a community-based approach which may include the development of relationships with local appliance retailers, gas fitters and local media outlets to promote the availability of natural gas, provide information to potential customers on connecting and market offers that may be available.
- Legal, Risk and Compliance, Corporate Services (encompassing Human Resources, IT and building/infrastructure management), Executive Services and Finance – TGR will be supported by central services provided by its sister company, Tas Gas Networks Pty Ltd (TGN). Central services provide the necessary policies and procedures for a safe and effective working environment for TGR's staff, systems and compliance activities.
- Other systems – In addition to the risk management policy noted above, the following policies are available:
  - Health and safety policy
  - Brookfield Code of Conduct 2014/ Brookfield TGN Holdings Code of Conduct Policy
  - Recruitment and Selection Policy
  - Training Policy

These policies govern staff behaviours within the business and risk is managed through the knowledge and adherence to these policies. The policies are endorsed and supported by senior management and the Board.

- Document retention – Document control, amendments, review and retention is managed through our controlled document store "Sharepoint". A hierarchy of access and user functionality is in place to manage Sharepoint access.
- Staff capabilities – The customer services team comprises customer service representatives and a team leader. In addition a marketing and communications officer and a senior business analyst will provide marketing and gas purchase support respectively. The team leader and senior staff report to the TGR manager who provides overall support and leadership to the team as well as managing larger scale commercial gas supply contracts. All our employees are required to have suitable qualifications relevant to their position and duties. In addition, all employees receive regular training and maintain continuing education in their area of expertise. Sales staff receive regular training on how to interact with customers. TGR staff comply with the Brookfield TGN Holding's code of conduct that sets out acceptable behaviour and interaction with colleagues, customers and other external parties.

### 3.2 Policies

TGR has a range of policies that will be applied to its Victorian operations. These are included as appendices as outlined below:

- Risk management policy ([Appendix D](#))
- Customer charter ([Appendix E](#))

- Complaints procedure ([Appendix F](#))
- Compliance Plan ([Appendix I](#))

TGR complies with the *Privacy Act 1998*, and in line with the National Information Privacy Principles 2014 ensures that all information is held in accordance with and only for the purpose of providing energy goods and services. A privacy statement is available on the TGR website:

<https://www.vic.tasgas.com.au/privacy>.

### 3.3 Key personnel

The key personnel profiles below demonstrate that TGR has the relevant and adequate experience to enable it to comply with all relevant regulatory requirements. No executives have previously been disqualified from management of corporations.

#### **Simon Himson – CEO**

Simon Himson has spent the past 15 years in the gas sector: commencing with Duke Energy in 2001 with the building and commissioning of the Tasmanian Gas Pipe; then with Alinta Energy; Babcock and Brown Power; and, over the past 6 years, with Brookfield TGN Holdings. All of these roles involved the provision of gas infrastructure from transmission, distribution, generation through to metering. Prior to that Simon has held senior development roles in the Tasmanian Government and the private sector. Simon was a CPA for over 25 years and has a MBA majoring in Marketing.

The CEO will work in consultation with the Board to fulfil its governance function and provide leadership and direction to employees towards the achievement of the company's overall strategic plan and goals. Specific areas of focus across the business will be as follows:

- Ensuring the safety of all staff, contractors and the public;
- Ensuring compliance with all environmental legislation / regulation / codes etc.;
- Maintaining satisfactory financial performance and achieving periodic financial targets;
- Developing and delivering on the key objectives and strategies of the business plan;
- Development and pursuit of growth and expansion opportunities within any mandate set by the Board;
- Interfacing with major stakeholders (government, regulators, suppliers, competitors, industry associations etc);
- Developing and implementing business policies, practices and procedures;
- Developing, implementing and maintaining appropriate financial and operational risk management guidelines; and
- Managing human resources, including engagement, succession planning, development, attraction and retention, union liaison etc.

#### **Kate Daley – Retail Manager**

Kate Daley has diverse cross industry experience (5 years private, 12 years public and 2 years community sector) in senior management positions culminating in a broad skill set which includes



operational and strategic development, people management, risk management, customer engagement, marketing, B2B sales/business development, contract management, finance, policy advice, procurement, contract management, compliance and continuous improvement. Kate has worked in central agencies in the public sector, as well as multi-national companies. Kate's qualifications include B Comm., Cert VI in Government Procurement and Contracting, and Medicines Australia CEP.

The Retail Manager operates at an executive level within Brookfield TGN Holdings Pty Ltd, reporting to the CEO and participating in the development and implementation of strategies, and priorities for the business. The Retail Manager is involved in the formulation of strategy (both internal and external) aimed at increasing industrial and residential customers and maximising TGRs' revenue and market profile in Tasmania and regional towns in Victoria. The Retail Manager will develop and foster a high performing team which allows the appropriate management of available resources to meet TGR priorities.

The Retail Manager will also develop the internal capability of the TGR team to ensure the delivery of quality outcomes whilst building leadership and knowledge for the future, along with developing team capability through fostering a collaborative working environment, sharing of knowledge and providing opportunities for learning and development. The Retail Manager will also be responsible for driving revenue growth of TGR, including the management of business development and annual marketing plan, profitability and revenue targets.

#### **Ted Bell – Legal, Risk & Compliance (LRC) Manager**

Ted Bell has extensive experience in senior management covering project management and corporate services (Human Resources, Industrial Relations, Training and HSEQ). Significant large project experience including; Basslink, Eastlink, Tamar Valley Power Station and the recently completed Brighton By Pass (Joint Venture). Ted's qualifications include certification in Project Management, Field Engineering, Human Resources, and HSEQ.

The LRC Manager operates at an executive level within Brookfield TGN Holdings Pty Ltd, reporting to the CEO and participating in the development and implementation of strategies, and priorities for the business. This position provides Brookfield TGN Holdings Pty Ltd and its subsidiaries, including BRN and TGR, with support through the development and management of key business systems including but not limited to; Legal matters including litigation, working with internal and external legal counsel, Enterprise Risk Management, Contract Management, Health Safety and Environmental Management, Compliance Management including legislative and regulatory reporting, Auditing and investigation. The LRC Manager will identify and action business improvements including relevant policies and procedures and have an excellent understanding of relevant legislation, codes and guidelines associated with the project and is knowledgeable in all relevant legislation, laws, regulations, standards, codes and policies and procedures.

The LRC Manager holds the position of Management Representative for the Brookfield TGN Holdings Pty Ltd Executive.

#### **Tanya Welch – Finance Manager**

Tanya Welch has almost 30 years' experience in the finance area in various industry sectors (around 10 years have been with Brookfield TGN Holdings), including experience in general management,



people supervision and more recently project management and installation of a new finance package. Tanya's qualifications include a B. Bus.

The Finance Manager operates at an executive level within Brookfield TGN Holdings Pty Ltd, reporting to the CEO and participating in the development and implementation of strategies, and priorities for the business. The Finance Manager will provide regular financial analysis, forecasting and reporting with regards to agreements and customer consumption, as well as providing support as required to team members, particularly with regards to financial analysis and end of month reporting. The Finance Manager will facilitate pricing, offers and contract management of medium to large business/industrial customers.

The role will also entail monitoring and reviewing all invoices received with regards to the supply of natural gas to ensure accuracy. A key duty will be to prepare monthly business performance reports against supply contracts and provide gas forecasts requirements for Gas Purchasing Committee which comprises the Retail Manager and the CEO of Brookfield TGN Holdings.

#### **Lisa McConnon – Corporate Services Manager**

Lisa possesses extensive experience in people management within private enterprise. Lisa has experience with change management, operations management as well as marketing, media, communications & business development. Lisa has highly developed skills in people management attained on the job and through external training.

The Corporate Services Manager operates at an executive level within Brookfield TGN Holdings Pty Ltd, reporting to the CEO and participating in the development and implementation of strategies, and priorities for the business. The Corporate Services Manager will provide support to the Retail Manager to plan, organise, direct, control and coordinate the overall administration of TGR. Tasks will include:

- providing high level administrative, strategic planning and operational support, research and advice to the Retail Manager on administrative matters such as staff management, financial planning, facility management and information services;
- assisting the Retail Manager to develop and manage TGR's administrative, financial, physical and staff resources;
- developing and implementing administrative, financial and operational procedural statements and guidelines for use by staff in the organisation; and
- providing information and support for the preparation of TGR's financial reports and budgets.

### **3.4 Other regulatory requirements**

Compliance is an integral part of TGR's business operating approach. The Board takes an active role to ensure that TGR remains compliant. Compliance breaches are reported to the Board, which then has a formal role in confirming that agreed response strategies are implemented to remedy and prevent further breaches.

TGR has access to Brookfield's dedicated internal regulatory and legal resource to ensure compliance with all relevant laws, regulations, codes and guidelines. We will ensure that we comply with our licence obligations, as well as all laws and regulations under the *Gas Industry Act 2001* as well as the

National Gas Law and National Gas Rules (NGR), and all associated rules and procedures pertaining to the retail gas markets. Our employees are all fully trained on all relevant laws pertaining to our business activities and ethical business conduct.

Brookfield's established and highly experienced regulatory team is responsible for regulatory compliance and implementing a culture of compliance throughout Brookfield. The Brookfield Legal, Risk and Compliance Manager is responsible for implementing a coordinated approach to compliance across the business. TGR's regulatory compliance program is integrated within our risk management policy.

### ***Safety Case***

TGR has a provisionally approved retail Gas Safety Case through Energy Safe Victoria for its proposed scope of operations.

### ***Australian Energy Market Operator***

The scope of operations covered by AEMO is discussed in Section 1.6.1 of this application.

### ***Energy and Water Ombudsman of Victoria***

TGR has initiated discussions with the Energy and Water Ombudsman of Victoria (EWOV) regarding its membership application and are in the process of preparing their application.

### ***Concessions agreement***

TGR has commenced discussions with the Department of Human Services, who are aware of this application and have advised that once TGR's licence has been approved, the Department will proceed with establishing a concessions agreement with TGR.

## Section 4: Information on financial viability

### 4.1 Financial viability

TGR can meet and address the financial criteria required of a retailer of gas in Victoria. TGR is financially viable as a business entity. TGR has sufficient financial resources to sustain its Victorian operations.

More detailed documents in support of this statement are included in Appendix G and in the Business Model. TGR does not have a current credit rating.

All these appendices are commercial in confidence.

Consolidated financial statements for the Brookfield group can be found at:

[http://www.brookfield.com/content/financial\\_reports/](http://www.brookfield.com/content/financial_reports/).

### 4.2 Business Model

Appendix H (commercial in confidence) sets out the business model for TGR's Victorian operations over the next 5 years.

## Appendices

**Appendix A – Details of Registration**

**Appendix B – Constitution**

**Appendix C – Geographic area of proposed retail activity**

**Appendix E – Customer charter**

Commercial in Confidence Appendices:

**Appendix D – Risk management policy**

**Appendix F – Complaints procedure**

**Appendix G – Financial information (soft copy only provided – refer provided USB)**

**Appendix H – Business model**

**Appendix I – Compliance Plan**

**Appendix J – Hansen Market Connectivity Framework Proposal**

**Appendix K - Email from AEMO regarding exemption**

**Appendix L - Customer Transfer and Reconciliation Code**

**Appendix M - BEA Gas Supply Agreement – DRAFT**

**Appendix N - Long Form Use of System Agreement (BRN\_TGR) July 2016**



# Certificate of Registration on Change of Name

This is to certify that

**OPTION ONE PTY LTD**

**Australian Company Number 110 370 726**

did on the second day of April 2009 change its name to

**TAS GAS RETAIL PTY LTD**

**Australian Company Number 110 370 726**

The company is a proprietary company.

The company is limited by shares.

The company is registered under the Corporations Act 2001 and is taken to be registered in Victoria and the date of commencement of registration is the sixth day of December, 2004.

Issued by the  
Australian Securities and Investments Commission  
on this second day of April 2009.

A handwritten signature in black ink, appearing to read 'AM D'Aloisio'.

Anthony Michael D'Aloisio  
Chairman

CERTIFICATE

Blake Dawson Waldron (Lb 4) Attn: Chris Reid  
Level 39  
101 Collins Street  
Melbourne VIC 3000

Remove this top section if desired before framing.

## Certificate of Registration of a Company

This is to certify that

**OPTION ONE PTY LTD**

**Australian Company Number 110 370 726**

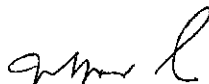
is a registered company under the Corporations Act 2001 and  
is taken to be registered in Victoria.

The company is **limited by shares**.

The company is a **proprietary company**.

The day of commencement of registration is  
**the sixth day of December 2004.**

Issued by the  
Australian Securities and Investments Commission  
on this sixth day of December, 2004.



Jeffrey Lucy  
Chairman



CERTIFICATE

BLAKE DAWSON WALDRON

L A W Y E R S

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# Constitution of Option One Pty Ltd

Level 39  
101 Collins Street  
Melbourne Victoria 3000  
Telephone: +61 3 9679 3000  
Fax: +61 3 9679 3111

Ref: TCJ AELF 03 1349 9201

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## OPTION ONE PTY LTD

### 1. PRELIMINARY

#### 1.1 Proprietary company

The Company is a proprietary company and must comply with section 113.

#### 1.2 Replaceable rules

The replaceable rules referred to in section 141 do not apply to the Company and are replaced by the rules set out in this document.

#### 1.3 Definitions

The following definitions apply in this document.

**Act** means the *Corporations Act 2001* (Cth).

**Alternate** means an alternate Director appointed under rule 3.1.

**Appointor** in relation to an Alternate, means the Director who appointed the Alternate.

**Board** means:

- (a) if the Company is a Single Director Company, the sole Director exercising powers under the Act and this document; or
- (b) in any other case, the Directors acting collectively under this document.

**Company** means the company named at the beginning of this document whatever its name is for the time being.

**Director** means a person who is, for the time being, a director of the Company including, where appropriate, an Alternate.

**dividend** includes bonus.

**Executive Director** means a Director who is an employee of the Company or acts in an executive capacity for the Company under a contract for services and includes a Managing Director.

**Holding Company** means the ultimate holding company of the Company within the meaning of section 9.

**Listed Corporation** means a corporation that is admitted to the official list of Australian Stock Exchange Limited.

**Listing Rules** means the official listing rules of Australian Stock Exchange Limited.

**Managing Director** means a managing director appointed under rule 6.1.

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**member** means a person whose name is entered in the Register as the holder of a share.

**ordinary resolution** means a resolution passed at a meeting of members by a majority of the members present and voting at the meeting.

**Register** means the register of members kept as required by sections 168 and 169.

**Secretary** means, during the term of that appointment, a person appointed as a secretary of the Company in accordance with this document.

**Single Director Company** has the meaning given in rule 1.5.

**special resolution** has the meaning given by section 9.

#### 1.4 Interpretation of this document

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
  - (i) legislation (including subordinate legislation) is to that legislation as amended, modified in relation to the Company, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
  - (iii) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
  - (iv) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests 1 gender includes the other genders.
- (d) If a word is defined, another part of speech has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) The word **agreement** includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (g) A reference to something being **written** or **in writing** includes that thing being represented or reproduced in any mode in a visible form.

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- (h) A word (other than a word defined in rule 1.3) which is defined by the Act has the same meaning in this document where it relates to the same matters as the matters for which it is defined in the Act.
  - (i) A reference to a Chapter, Part, Division, or section is a reference to a Chapter, Part, Division or section of the Act.

## **1.5 Single Director Company**

The Company is a Single Director Company if:

- (a) at the time of its registration as an Australian company, only 1 person had consented to be its Director; or
- (b) the Company has passed an ordinary resolution that it be a Single Director Company,

and the Company has not, since registration or the passing of that resolution (as the case requires), passed a resolution that it cease to be a Single Director Company and, at the relevant time, there is only 1 Director.

## **2. DIRECTORS**

### **2.1 Number of Directors**

The Company must have at least:

- (a) if the Company is a Single Director Company, 1; or
- (b) otherwise, 2

Directors (not counting Alternates) and, until otherwise decided by ordinary resolution, not more than 8 Directors (not counting Alternates).

### **2.2 Appointment and removal of Directors**

By notice to the Company the Holding Company may:

- (a) subject to the maximum number of Directors for the time being fixed under rule 2.1 not being exceeded, appoint a person to be a Director either to fill a casual vacancy or as an addition to the Board; and
- (b) remove a Director from office, whether or not that Director's appointment was expressed to be for a specified period.

### **2.3 No share qualification**

A Director need not be a member.

### **2.4 Cessation of Director's appointment**

A person automatically ceases to be a Director if the person:

- (a) is not permitted by the Act (or an order made under the Act) to be a director;

- 
- (b) becomes disqualified from managing corporations under Part 2D.6 and is not given permission or leave to manage the Company under section 206F or 206G;
  - (c) becomes of unsound mind or physically or mentally incapable of performing the functions of that office;
  - (d) fails to attend Board meetings (either personally or by Alternate) for a continuous period of 6 months without leave of absence from the Board;
  - (e) resigns by notice in writing to the Company; or
  - (f) is removed from office under rule 2.2,

or if the person was appointed to the office for a specified period and that period expires.

## **2.5 Too few Directors**

If the number of Directors is reduced below the minimum required by rule 2.1, the continuing Directors may act as the Board only:

- (a) to appoint Directors up to that minimum number;
- (b) to convene a meeting of members; and
- (c) in emergencies.

## **3. ALTERNATES**

### **3.1 Appointment of Alternate**

A Director (other than an Alternate):

- (a) may appoint a person approved by the Holding Company to act as Alternate for a specified period or each time the Appointor is unable to attend a Board meeting or act as a Director;
- (b) may revoke the appointment whether or not that appointment is for a specified period; and
- (c) must appoint, and revoke the appointment of, any Alternate in writing.

The appointment or revocation is not effective until a copy is provided to the Company. If the Appointor ceases to be a Director, any appointment of an Alternate made by the Appointor immediately ceases.

### **3.2 Obligations and entitlements of Alternates**

An Alternate:

- (a) may attend and vote in place of the Appointor at a Board meeting at which the Appointor is not present;
- (b) if also a Director, has a separate right to vote as Alternate;

- 
- (c) if Alternate for more than 1 Appointor, has a separate right to vote in place of each Appointor;
  - (d) when acting as Alternate, is an officer of the Company and subject to all the duties, and entitled to exercise all the powers and rights, of the Appointor as a Director; and
  - (e) is entitled to reasonable travelling, accommodation and other expenses incurred in attending meetings of the Board or of the Company or while otherwise engaged on the business of the Company on the same basis as other Directors but is not entitled to any other remuneration from the Company.

#### **4. POWERS OF THE BOARD**

##### **4.1 Powers generally**

Except as otherwise required by the Act, any other applicable law, or this document, the Board has power to manage the business of the Company.

##### **4.2 Exercise of powers**

A power of the Board can be exercised only:

- (a) by resolution passed at a meeting of the Board or otherwise in accordance with rule 11; or
- (b) in accordance with a delegation of the power under rule 6 or 7.

#### **5. EXECUTING NEGOTIABLE INSTRUMENTS**

The Board must decide the manner (including the use of facsimile signatures if thought appropriate) by which negotiable instruments can be executed, accepted or endorsed for and on behalf of the Company. The Company may execute, accept, or endorse negotiable instruments only in the manner for the time being decided by the Board.

#### **6. MANAGING DIRECTOR**

##### **6.1 Appointment and power of Managing Director**

The Board may, with the Holding Company's approval, appoint 1 or more Directors to be a Managing Director either for a specified term or without specifying a term.

The Board may delegate any of the powers of the Board to a Managing Director:

- (a) on the terms and subject to any restrictions the Board decides; and
- (b) so as to be concurrent with, or to the exclusion of, the powers of the Board, and may revoke the delegation at any time.

This rule does not limit rule 7.

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## **6.2 Termination of appointment of Managing Director**

The appointment of a Managing Director terminates if:

- (a) the Managing Director ceases for any reason to be a Director; or
- (b) the Board removes the Managing Director from that office (which, without affecting the rights of the Managing Director under any contract between the Company, or the Holding Company, and the Managing Director, the Board has power to do),

whether or not the appointment was expressed to be for a specified term.

## **7. DELEGATION OF BOARD POWERS**

### **7.1 Power to delegate**

The Board may delegate any of its powers to:

- (a) a committee of Directors;
- (b) a Director;
- (c) an employee or adviser of the Company, its Holding Company or a related body corporate of its Holding Company; or
- (d) an attorney.

### **7.2 Power to revoke delegation**

The Board may revoke a delegation previously made whether or not the delegation is expressed to be for a specified period.

### **7.3 Terms of delegation**

A delegation of powers under rule 7.1 may be made:

- (a) for a specified period or without specifying a period; and
- (b) on the terms (including power to further delegate) and subject to any restrictions the Board decides.

A document of delegation may contain the provisions for the protection and convenience of those who deal with the delegate that the Board thinks appropriate.

### **7.4 Proceedings of committees**

Subject to the terms on which a power of the Board is delegated to a committee, the meetings and proceedings of committees are, to the greatest extent practical, governed by the rules of this document which regulate the meetings and proceedings of the Board.



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## **8. DIRECTORS' DUTIES AND INTERESTS**

### **8.1 Compliance with duties under the Act**

Each Director must comply with sections 180 to 183.

### **8.2 Director not disqualified from holding other offices etc.**

A Director is not disqualified by reason only of being a Director from:

- (a) holding any office or place of profit or employment other than that of the Company's auditor;
- (b) being a member or creditor of any corporation (including the Company) or partnership other than the auditor; or
- (c) entering into any agreement with the Company.

### **8.3 Disclosure of interests**

Each director must comply with section 191.

### **8.4 Director interested in a matter**

If a Director has an interest in a matter that relates to the affairs of the Company and either the Director discloses the interest under section 191 or it is not required to be disclosed under section 191:

- (a) the Director may be counted in a quorum at a Board meeting that considers, and may vote on, any matter that relates to the interest;
- (b) the Company may proceed with any transaction that relates to the interest and the Director may participate in the execution of any relevant document by or on behalf of the Company;
- (c) the Director may retain benefits under the transaction even though the Director has the interest; and
- (d) the Company cannot avoid the transaction merely because of the existence of the interest.

If the interest is required to be disclosed under section 191, paragraph (c) applies only if it is disclosed before the transaction is entered into.

### **8.5 Agreements with third parties**

The Company cannot avoid an agreement with a third party merely because a Director:

- (a) fails to make a disclosure of an interest; or
- (b) is present at, or counted in the quorum for, a meeting that considers or votes on that agreement.

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## 8.6 Directors acting in the best interests of the Holding Company

If the Company is a wholly-owned subsidiary of the Holding Company, a Director is authorised to act in the best interests of the Holding Company provided that:

- (a) the Director acts in good faith in the best interests of the Holding Company; and
- (b) the Company is not insolvent at the time the Director acts and does not become insolvent because of the Director's act.

## 9. DIRECTORS' REMUNERATION

### 9.1 Directors' remuneration

Subject to any contract between a Director and the Company or the Holding Company (and if the Company is a subsidiary of a Listed Corporation, to the Listing Rules), the Holding Company may fix each Director's remuneration, if any, by notice to the Company and that remuneration may consist of salary, bonuses, commission on profits or dividends, participation in profits, or any other elements.

If the Company is a subsidiary of a Listed Corporation, it must not pay Directors remuneration calculated as a commission on, or as a percentage of, profits or operating revenue.

### 9.2 Expenses of Directors

The Company may pay a Director (in addition to any remuneration) all reasonable expenses (including travelling and accommodation expenses) incurred by the Director:

- (a) in attending meetings of the Company, the Board, or a committee of the Board;
- (b) on the business of the Company; or
- (c) in carrying out duties as a Director.

## 10. OFFICERS' INDEMNITY AND INSURANCE

### 10.1 Indemnity

Subject to and so far as permitted by the Act:

- (a) the Company must, to the extent the person is not otherwise indemnified, indemnify every officer of the Company and its wholly owned subsidiaries and may indemnify its auditor against a Liability incurred as such an officer or auditor to a person (other than the Company or a related body corporate) including a Liability incurred as a result of appointment or nomination by the Company or subsidiary as a trustee or as an officer of another corporation, unless the Liability arises out of conduct involving a lack of good faith; and
- (b) the Company may make a payment (whether by way of advance, loan or otherwise) in respect of legal costs incurred by an officer or employee or auditor in defending an action for a Liability incurred as such an officer, employee or auditor or in resisting or responding to actions taken by a government agency or a liquidator.

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In this rule, **Liability** means a liability of any kind (whether actual or contingent and whether fixed or unascertained) and includes costs, damages and expenses, including costs and expenses incurred in connection with any investigation or inquiry by a government agency or a liquidator.

#### **10.2 Insurance**

Subject to the Act, the Company may enter into, and pay premiums on, a contract of insurance in respect of any person.

#### **10.3 Former officers**

Indemnity in favour of officers under rule 10.1 is a continuing indemnity. It applies in respect of all acts done by a person while an officer of the Company even though the person is not an officer at the time the claim is made.

#### **10.4 Deeds**

Subject to the Act, without limiting a person's rights under this rule 10, the Company may enter into an agreement with a person who is or has been an officer of the Company or any of the Company's subsidiaries, to give effect to the rights of the person under this rule 10 on any terms and conditions that the Board thinks fit.

### **11. BOARD MEETINGS**

#### **11.1 Convening Board meetings**

A Director may at any time, and the Secretary must on request from a Director, convene a Board meeting. The convenor must give reasonable notice to those entitled to attend, but failure to give notice to, or non-receipt of notice by, a Director does not result in a Board meeting being invalid.

#### **11.2 Use of technology**

A Board meeting may be held using any means of audio or audio-visual communication by which each Director participating can hear and be heard by each other Director participating or in any other way permitted by section 248D. A Board meeting held solely or partly by technology is treated as held at the place at which the greatest number of the Directors present at the meeting is located or, if an equal number of Directors is located in each of 2 or more places, at the place where the chairman of the meeting is located.

#### **11.3 Quorum**

Unless the Board decides otherwise, the quorum for a Board meeting is 2 Directors and a quorum must be present for the whole meeting. An Alternate who is also a Director or a person who is an Alternate for more than 1 Appointor may only be counted once toward a quorum. A Director is treated as present at a meeting held by audio or audio-visual communication if the Director is able to hear and be heard by all others attending. If a meeting is held in another way permitted by section 248D, the Board must resolve the basis on which Directors are treated as present.

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#### **11.4 Majority decisions**

A resolution of the Board must be passed by a majority of the votes cast by Directors entitled to vote on the resolution. The chairman of a Board meeting does not have a second or casting vote. If an equal number of votes is cast for and against a resolution, the matter is decided in the negative.

#### **11.5 Written resolution**

If all the Directors entitled to receive notice of a Board meeting and to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document, a Board resolution in those terms is passed at the time when the last Director signs.

#### **11.6 Additional provisions about written resolutions**

For the purpose of rule 11.5:

- (a) 2 or more separate documents in identical terms, each of which is signed by 1 or more Directors, are treated as 1 document;
- (b) signature of a document by an Alternate is not required if the Appointor of that Alternate has signed the document;
- (c) signature of a document by the Appointor of an Alternate is not required if that Alternate has signed the document in that capacity; and
- (d) a telex, telegram, facsimile or electronic message containing the text of the document expressed to have been signed by a Director and sent to the Company is a document signed by that Director at the time of its receipt by the Company.

#### **11.7 Valid proceedings**

Each resolution passed or thing done by, or with the participation of, a person acting as a Director or member of a committee is valid even if it is later discovered that:

- (a) there was a defect in the appointment of the person; or
- (b) the person was disqualified from continuing in office, voting on the resolution or doing the thing done.

#### **11.8 Single Director Company**

If the Company is a Single Director Company:

- (a) a written record of a decision to a particular effect made by the sole Director counts as the passing by the Director of a resolution to that effect and has effect as minutes of that resolution and rules 11.1 to 11.7 do not apply; and
- (b) the sole Director is competent to exercise all the powers and discretions for the time being vested in or exercisable by the Board.

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## **12. MEETINGS OF MEMBERS**

### **12.1 Calling meetings of members**

The Board:

- (a) may at any time; and
- (b) must if required by section 249D or by order made under section 249G, convene a meeting of members or a class of members.

### **12.2 Notice of meeting**

Subject to rule 12.3, at least 21 days' written notice of a meeting of members or a class of members must be given individually to each member entitled to vote at the meeting, to each Director (other than an Alternate) and to the auditor (if any). The notice of meeting must comply with section 249L and may be given in any manner permitted by section 249J(3).

### **12.3 Short notice**

Subject to section 249H(4), a resolution may be proposed and passed at a meeting of which less than 21 days' notice has been given if all the members entitled to attend and vote agree.

### **12.4 Member present at meeting**

A member that is a body corporate may appoint an individual to act as its representative at meetings of members as provided in section 250D. If a member has appointed a proxy or attorney or (in the case of a member which is a body corporate) a representative to act at a meeting of members, that member is taken to be present at a meeting at which the proxy, attorney or representative is present. If a member appoints a proxy, sections 249X, 249Y(3), 250A, 250B and 250D apply to the appointment.

### **12.5 Quorum**

Subject to section 249B, the quorum for a meeting of members is 2 members each of whom has the right to be present, and to vote on at least 1 item of business to be considered, at the meeting. Each individual present may only be counted once toward a quorum. If a member has appointed more than 1 proxy or representative only 1 of them may be counted toward a quorum.

### **12.6 Method of voting**

Unless a poll is demanded in accordance with section 250L, a resolution put to the vote at a members' meeting must be decided on a show of hands. Subject to section 250A(4), and the terms on which shares are issued:

- (a) on a show of hands:
  - (i) if a member has appointed 2 proxies, neither of those proxies may vote;

- 
- (ii) a member who is present and entitled to vote and is also a proxy, attorney or representative of another member has 1 vote; and
  - (iii) subject to paragraphs (a)(i) and (a)(ii), every individual present who is a member, or a proxy, attorney or representative of a member, entitled to vote has 1 vote; and

(b) on a poll, a member has 1 vote for every share held.

The chairman of a members' meeting does not have a second or casting vote. If an equal number of votes is cast for and against a resolution the matter is decided in the negative.

## **13. RESOLUTIONS WITHOUT MEETINGS**

### **13.1 Written resolutions**

Subject to section 249A(1), the Company may pass a resolution without a general meeting being called or held if the resolution is set out in a document, and:

- (a) if the Company has only 1 member, signed in the manner set out in section 249B; or
- (b) if the Company has more than 1 member, signed in the manner set out in section 249A.

### **13.2 Signature of resolutions**

The Company may treat a document on which a facsimile or electronic signature appears, or which is otherwise acknowledged by a member in a manner satisfactory to the Board, as being signed by that member.

## **14. SECRETARY**

The Board may:

- (a) appoint 1 or more individuals to be a Secretary either for a specified term or without specifying a term; and
- (b) remove a Secretary from that office whether or not the appointment was expressed to be for a specified term.

## **15. MINUTES**

The Board must cause the Company to keep minutes of:

- (a) proceedings and resolutions of the Board and the Company's members and declarations made by a single Director; and
- (b) disclosures and notices of Directors' interests,

in accordance with sections 191, 192 and 251A.

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## **16. COMPANY SEALS**

### **16.1 Common seal**

The Board:

- (a) may decide whether or not the Company has a common seal; and
- (b) is responsible for the safe custody of that seal (if any) and any duplicate seal it decides to adopt under section 123(2).

### **16.2 Use of seals**

The common seal and duplicate seal (if any) may only be used with the authority of the Board. The Board must not authorise the use of a seal that does not comply with section 123.

### **16.3 Fixing seals to documents**

The fixing of the common seal, or any duplicate seal, to a document must be witnessed:

- (a) if the Company is a Single Director Company and the sole Director is also the sole Secretary, by that person; or
- (b) otherwise, by 2 Directors, or 1 Director and 1 Secretary; or
- (c) (in either case) by any other signatories or in any other way (including the use of facsimile signatures) authorised by the Board.

If the fixing of the seal is witnessed in accordance with rule 16.3(a), a statement by the witness that the witness is the sole director and sole company secretary of the Company should appear next to the signature but the absence of that statement does not affect the validity of the execution.

## **17. FINANCIAL REPORTS AND AUDIT**

### **17.1 Company to keep financial records**

The Board must cause the Company to keep written financial records that:

- (a) correctly record and explain its transactions (including transactions undertaken as trustee) and financial position and performance; and
  - (b) would enable true and fair financial statements to be prepared and audited,
- and must allow a Director to inspect those records at all reasonable times.

### **17.2 Financial reporting**

If required by Part 2M.3, the Board must cause the Company to prepare a financial report and a directors' report that comply with that Part and must report to members in accordance with section 314 no later than the deadline set by section 315.

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### 17.3 **Audit**

Unless section 301(2) applies, the Board must cause the Company's financial report (if any) for each financial year to be audited and obtain an auditor's report. The eligibility, appointment, removal, remuneration, rights and duties of the auditor (if any) are regulated by sections 324 to 331 and sections 1280 and 1289.

## 18. **SHARES**

### 18.1 **Issue at discretion of Board**

Subject to section 259C, the Board may, on behalf of the Company, issue, grant options over or otherwise dispose of, unissued shares to any person on the terms, with the rights, and at the times the Board decides.

### 18.2 **Preference and redeemable preference shares**

The Company may issue preference shares (including preference shares that are liable to be redeemed). The rights attached to preference shares are the rights approved by special resolution of the Company as applicable to those shares.

## 19. **CERTIFICATES**

The Company must issue a certificate of title to shares that complies with section 1070C and deliver it to the holder of those shares in accordance with section 1071H.

## 20. **PARTLY PAID SHARES**

### 20.1 **Fixed instalments**

If a share is issued on the terms that some or all of the issue price is payable by instalments, the registered holder of the share must pay every instalment to the Company when due. If the registered holder does not do so, rules 20.3 and 20.4 apply as if the registered holder had failed to pay a call.

### 20.2 **Classes of shares**

The Board may issue shares on terms as to the amount of calls to be paid and the time for payment of those calls which are different as between the holders of those shares. The Board may make different calls on different classes of shares.

### 20.3 **Forfeiture**

At any time until a call is paid, the Board may give the relevant member a notice which requires the member to pay the amount called at a specified time and place.

If the requirements of the notice are not satisfied, the Board may forfeit the share in respect of which that notice was given (and all dividends, interest and other money payable in respect of that share and not actually paid before the forfeiture) by resolution passed before the call is paid.

The Company must promptly enter the forfeiture and its date in the Register.



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## 20.4 Disposal and re-issue of forfeited shares

A share forfeited under rule 20.3 immediately becomes the property of the Company and the Board, on behalf of the Company, may:

- (a) re-issue the share with or without any money paid on it by any former holder credited as paid; or
- (b) sell or otherwise dispose of the share, and execute and register a transfer of it, to the person and on the terms it decides.

## 21. DIVIDENDS

### 21.1 Accumulation of reserves

Before paying any dividend to members, the Board may:

- (a) set aside out of profits of the Company reserves to be applied, in the Board's discretion, for any purpose it decides and use any sum so set aside in the business of the Company or invest it in investments selected by the Board and vary and deal with those investments as it decides; or
- (b) carry forward any amount out of profits which the Board decides not to distribute without transferring that amount to a reserve; or
- (c) do both.

### 21.2 Dividends must be paid out of profits

The Company must not pay a dividend except out of profits of the Company. The Company does not incur a debt merely by fixing the amount or time for payment of a dividend. A debt arises only when the time fixed for payment arrives. The decision to pay a dividend may be revoked by the Board at any time before then. A resolution of the Board as to the amount of the Company's profits and the amount of them available for dividend is conclusive.

### 21.3 Payment of dividends

Subject to the Act, rules 21.2, and 21.4, and the terms of issue of shares, the Board may resolve to pay any dividend it thinks appropriate and fix the time for payment.

### 21.4 Amount of dividend

Subject to the terms of issue of shares, the Company may pay a dividend on 1 class of shares to the exclusion of another class. Each share of a class on which the Board resolves to pay a dividend carries the right to participate in the dividend in the same proportion as the amount for the time being paid on the share bears to the total issue price of the share.

### 21.5 Dividends in kind

The Board may resolve to pay a dividend in cash or satisfy it by distribution of specific assets (including shares or securities of any other corporation), the issue of shares or the grant of options. If the Board satisfies a dividend by distribution of assets, the Board may:

- 
- (a) fix the value of any asset distributed; and
  - (b) vest an asset in trustees.

## **22. TRANSFER OF SHARES**

### **22.1 Instrument of transfer**

A member may transfer a share by a document the form of which is permitted by law and which is signed by or on behalf of both the transferor and the transferee. The Company must not register a transfer that does not comply with this rule.

### **22.2 Refusal to register transfer**

The Board may, without giving any reason, refuse to register a transfer of shares and, subject to section 259C, must not register a transfer to a subsidiary of the Company. If the Board refuses to register a transfer, the Company must give the transferee notice of the refusal within 2 months after the date on which the transfer was delivered to it.

### **22.3 Transferor remains holder until transfer registered**

The transferor of a share remains the holder of it until the transfer is registered and the name of the transferee is entered in the Register in respect of it.

## **23. SHARE CAPITAL**

### **23.1 Capitalisation of profits**

The Company may capitalise profits, reserves or other amounts available for distribution to members. Subject to the terms of issue of shares, members are entitled to participate in a capital distribution in the same proportions in which they are entitled to participate in dividends.

### **23.2 Conversion of shares**

Subject to Part 2H.1 and rules 18.2 and 23.4, the Company may convert:

- (a) shares into a larger or smaller number of shares;
- (b) an ordinary share into a preference share; and
- (c) a preference share into an ordinary share,

by resolution passed at a meeting of members.

### **23.3 Reduction of capital**

The Company may reduce its share capital:

- (a) by reduction of capital in accordance with Division 1 of Part 2J.1;
- (b) by buying back shares in accordance with Division 2 of Part 2J.1;
- (c) in the ways permitted by sections 258E and 258F; or

- 
- (d) in any other way for the time being permitted by the Act.

#### **23.4 Variation of rights**

If the Company issues different classes of shares, or divides issued shares into different classes, the rights attached to shares in any class may (subject to sections 246C and 246D) be varied or cancelled only:

- (a) with the written consent of the holders of a majority of the issued shares of the class affected; or
- (b) by ordinary resolution passed at a meeting of the holders of the issued shares of the class affected.

Subject to the terms of issue of shares, the rights attached to a class of shares are not treated as varied by the issue of further shares of that class.

### **24. WINDING UP**

#### **24.1 Entitlement of members**

Subject to the terms of issue of shares and this rule 24.1, the surplus assets of the Company remaining after payment of its debts are divisible among the members in proportion to the number of fully paid shares held by them and, for this purpose, a partly paid share is counted as a fraction of a fully paid share equal to the proportion which the amount paid on it bears to the total issue price of the share.

#### **24.2 Distribution of assets generally**

If the Company is wound up, the liquidator may, with the sanction of a special resolution:

- (a) divide the assets of the Company among the members in kind;
- (b) for that purpose fix the value of assets and decide how the division is to be carried out as between the members and different classes of members; and
- (c) vest assets of the Company in trustees on any trusts for the benefit of the members the liquidator thinks appropriate.

#### **24.3 No distribution of liabilities**

The liquidator cannot compel a member to accept marketable securities in respect of which there is a liability as part of a distribution of assets of the Company.

#### **24.4 Distribution not in accordance with legal rights**

If the liquidator decides on a division or vesting of assets of the Company under rule 24.2 which is not in accordance with the legal rights of the contributories, any contributory who would be prejudiced by it has a right to dissent and ancillary rights as if that decision were a special resolution passed under section 507.

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## 25. NOTICES

### 25.1 Notices by Company

Unless this constitution provides otherwise, a notice is properly given by the Company to a person, or by the Holding Company to the Company, if it is in writing signed on behalf of the Company or the Holding Company (as the case requires and by original or printed signature) and either left at the addressee's address or sent to the addressee by mail, fax or electronic message.

The notice is taken to have been received:

- (a) if delivered personally or sent by fax or electronic message:
  - (i) by 5 pm (local time in the place of receipt) on a business day - on that day; or
  - (ii) after 5 pm (local time in the place of receipt) on a business day, or on a day that is not a business day - on the next business day; and
- (b) if sent by mail, 1 business day after posting.

A certificate in writing, signed by a Director or Secretary of the Company stating that a notice was sent, is conclusive evidence of service.

### 25.2 Business days

For the purposes of rule 25.1, a business day is a day that is not a Saturday, Sunday or public holiday in the place to which the notice is sent.

---

SIGNED by each person who consents to become a member of the Company with effect from registration as evidence of that person's agreement to the terms of this constitution.

SIGNED for **POWERCO AUSTRALIA GROUP PTY LTD** by its duly authorised officers, in the presence of:

\_\_\_\_\_  
Signature of officer

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature of officer

\_\_\_\_\_  
Address of witness

\_\_\_\_\_  
Name

**RESOLUTION UNDER SECTION 249B OF THE CORPORATIONS ACT OF THE SOLE  
SHAREHOLDER OF TAS GAS RETAIL PTY LTD ACN 110 370 726**

We, the undersigned, being the sole shareholder of Tas Gas Retail Pty Ltd ACN 110 370 726 (the **Company**), **UNANIMOUSLY RESOLVE** that the constitution of the Company be amended by adding a new clause 22.2A immediately after the end of clause 22.2 as follows:

**"22.2A Qualifications on restrictions on share transfers**

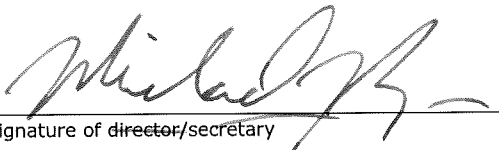
Despite any other provision of this constitution, the directors shall not refuse to register a transfer of shares left for registration in accordance with this constitution where the transferor or transferee is a person entitled to the benefit of any mortgage or charge or security interest granted in respect of those shares or any receiver, receiver and manager, agent or attorney appointed or purported to be appointed under that mortgage or charge or security interest, or any person who has purchased those shares as a result of the exercise of a person's rights under that mortgage or charge or security interest. Rule 22.2 will not apply to a transfer under this rule 22.2A."

Dated 22 October 2014

**EXECUTED by BROOKFIELD TGN  
HOLDINGS PTY LIMITED ACN 104 515  
844:**

  
\_\_\_\_\_  
Signature of director

Michael Tebbutt  
\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Signature of director/secretary

Michael Ryan  
\_\_\_\_\_  
Name

# Appendix C – Geographic Area of Proposed Retail Activity

## 1. DESCRIPTION

Tas Gas Retail (TGR) has been selected by Regional Development Victoria (RDV) to retail natural gas to 11 regional Victorian towns, namely: Terang, Kerang, Swan Hill, Robinvale, Nathalia, Lakes Entrance, Orbost, Maldon, Heathcote, Marong and Invermay.

Brookfield Regional Networks will supply natural gas to these regional towns that do not have access to traditionally supplied natural gas via pipeline and gas distribution networks.

The project involves the compression of natural gas at three strategically located sites (Mother Stations) and its transportation by B double semi-trailers to the 11 regional and rural towns (Daughter Stations) across Victoria. It is then reticulated through the towns in a traditional gas pipe network.

Utilising the reticulation pipeline provided by Brookfield Regional Networks, TGR will sell natural gas to customers in these regional towns.

Figure 1 shows a schematic diagram of the proposed distribution “pipeline” with gas being transported from the Mother Station via a prime mover to the daughter station and thence to the individual customer via the reticulation network within the township.

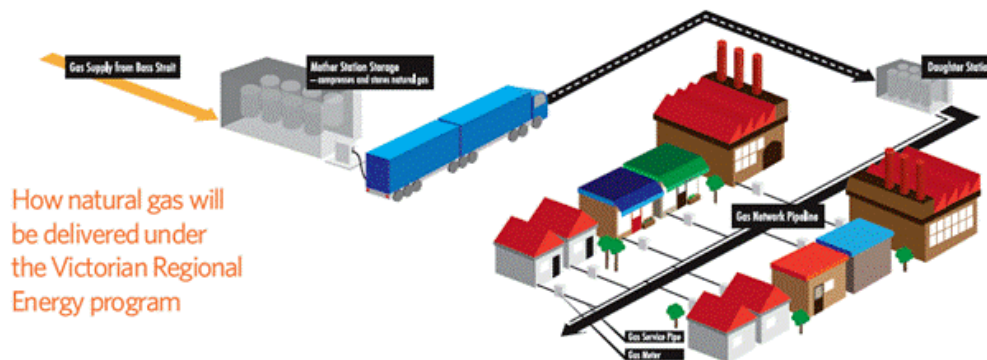


Figure 1 - VRE Delivery Model

## 2. LOCATION MAP

Figure 2 shows the location of each of the 11 regional towns. TRG will roll out services to each of these towns as construction and commissioning of each daughter station and distribution network is completed.



Figure 2 - Project Map



### 3. EXAMPLE RETICULATION LAYOUT

Figure 3 shows a typical proposed reticulation layout from the daughter station where the CNG is stored to the individual streets within the township. TGR will retail natural gas to customers who reside on streets where the pipelines are laid.

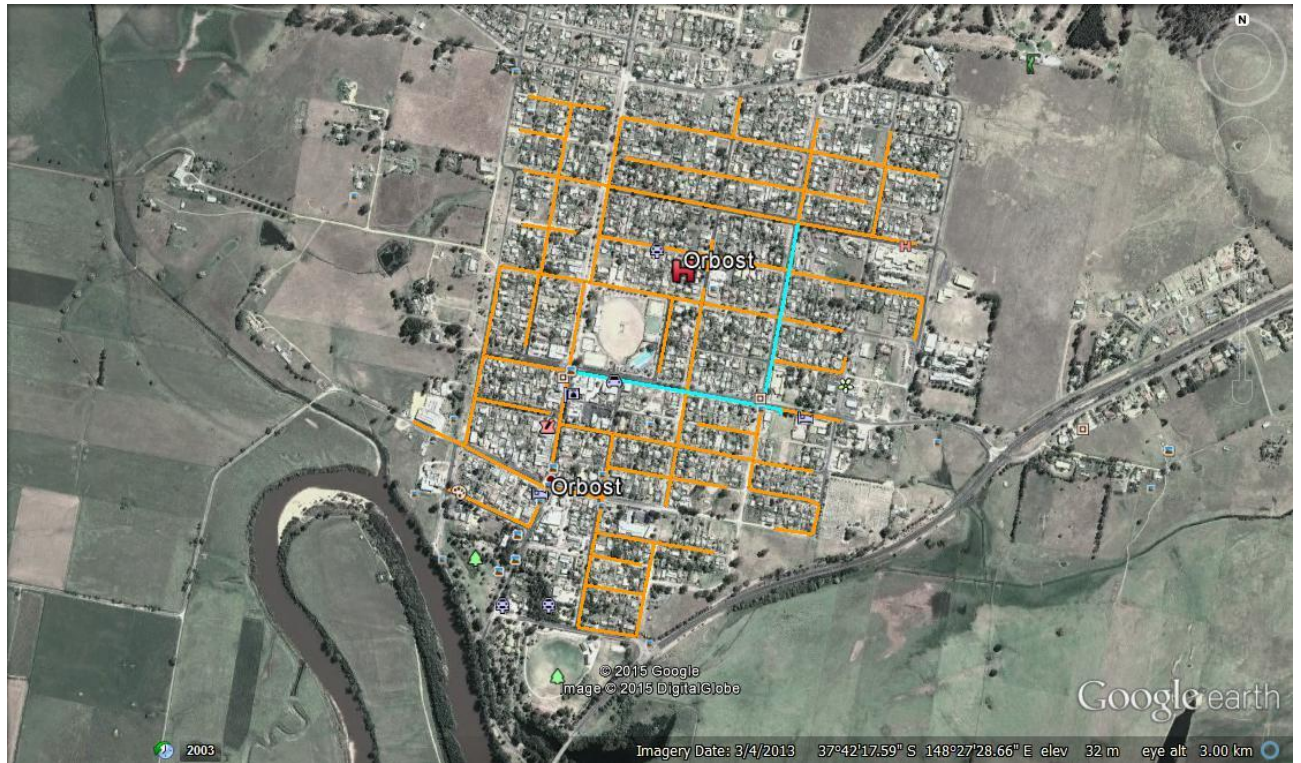
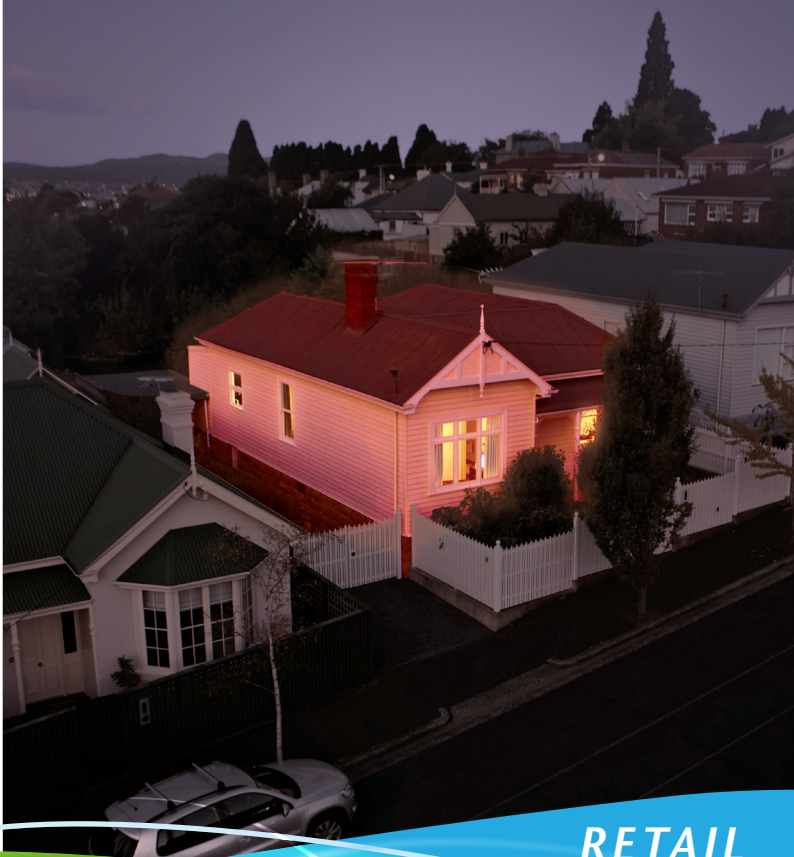


Figure 3 - Example of a Reticulation Layout



# CUSTOMER CHARTER



**RETAIL**

# Introducing Tas Gas Retail

## Inside the Charter

Welcome to Tas Gas Retail	2
About Tas Gas Retail	3
Account Information	4
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Other Responsibilities – Yours & Ours	11
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**Natural gas is the ideal energy source to ensure you achieve the comfortable lifestyle you deserve at the most competitive price.**

We are pleased you have chosen natural gas as a clean, safe and convenient source of energy for all your heating requirements.

You will find information on how you will receive your bill, what payment options are available to you, our responsibility to the Regulator and your rights as the customer. You will also find information on your responsibility to Tas Gas Retail as your natural gas retailer, including things like maintaining easy access to your gas meter and notifying us if you change address.

Detailed terms and conditions under which Tas Gas Retail will provide natural gas to residential and commercial customers are contained in our standard terms and conditions and summarised in plain English in this Customer Charter. The formal terms and conditions are available upon request, with the terms and conditions being subject to regulations governing retail sale and use of natural gas in Tasmania.

Thank you for choosing Tas Gas Retail. We look forward to providing you with natural gas for relaxing long hot showers and the instant warmth of a flame effect fire.

# About Tas Gas Retail

## **Who we are and what we do**

Tas Gas Retail is Tasmania's oldest and largest dedicated natural gas retailer. We sell natural gas to industrial, commercial and domestic customers who are serviced by Brookfield Regional Networks (the distributor).

## **What is the difference between your energy retailer and the distributor?**

Tas Gas Retail buys natural gas and sells it to small retail customers in Victoria.

Brookfield Regional Networks:

- owns and operates the gas pipelines around your suburb;
- will make the connection to your premises and will own your individual service up to and including your meter;
- is responsible for all network services including meter reading;
- supplies emergency response services.

## **Who does this Charter apply to?**

This Charter outlines the relationship between Tas Gas Retail and all our customers who use less than 10,000 GJ of natural gas per annum. These are our domestic and small business customers. Customers using more than 10,000 GJ of natural gas per annum will have individual contracts with Tas Gas Retail and Brookfield Regional Networks.

To become a Tas Gas Retail customer you first need to complete and submit a Tas Gas Retail application form. We will review your application and contact you if we need any further information. Once we have approved your application, this Customer Charter and your application forms the agreement between us.

Tas Gas Retail and you, (the customer), both agree to abide by these terms and conditions unless specific agreements have been modified as permitted by the regulations. In particular, Tas Gas Retail must comply with the Energy Retail Code issued by the Essential Services Commission (ESC) The Agreement cannot be inconsistent with the Retail Code, and Tas Gas Retail must maintain a current copy of the Agreement with the Regulator.

By signing the Agreement you agree to abide by terms and conditions contained in that document.

# Account Information

## Connection and supply

Once Brookfield Regional Networks has completed your connection, Tas Gas Retail will arrange for the provision of natural gas to your supply address. While Tas Gas Retail will endeavour to ensure that your supply of natural gas is continuous, there may be interruptions in supply from time to time (e.g. at times of network maintenance or emergencies).

## How often will I receive a bill?

Customers using more than 1,000 GJ per annum may receive a bill every month. All other customers will be billed quarterly. Bills will be delivered by Australia Post, or by email when this option becomes available.

## How does Tas Gas Retail calculate my account?

Your natural gas account for each billing period will include the fixed daily tariff applicable to your account plus a variable tariff based on the natural gas you have consumed.

Brookfield Regional Networks will generally read your meter every three months and supply us with your meter read. Your meter must be read at least once per year.

We may estimate your natural gas consumption if a meter reading is not available. This estimate will be based on historical or industry profile data and will be clearly indicated on your account. Tas Gas Retail will correct your bill with either a credit or debit on the next account for which we have an accurate meter reading.

## What pricing applies to my account?

Tas Gas Retail will publish a standard domestic tariff and a commercial tariff for consumption up to 1,000 GJ per annum. These will be readily available on our website ([www.vic.tasgas.com.au](http://www.vic.tasgas.com.au)) or by contacting our customer service team. For pricing on larger accounts contact your Tas Gas Retail account manager.

## How long will I have to pay my bill?

You have 13 business days from the issue date on your bill to pay the total amount owing including GST. This due date will be clearly shown on the bill.



## **How can I pay my account?**

Tas Gas Retail provides a range of payment options for your convenience. These include payment in person at authorised Australia Post shops, mailing us a cheque, by credit card, direct debit and BPAY. Tas Gas Retail provides direct debit payment options on monthly, fortnightly and weekly intervals to assist with personal budgeting.

## **Will I get a reminder on my account?**

Yes. You will receive a reminder notice if your bill remains unpaid for more than 2 days after the due date.

## **Account Management Fee**

If your bill is not paid within 14 days of its due date, you may be required to pay an account management fee to cover the cost of following you up to pay the outstanding amount of that account.

## **Payment plans**

If you are experiencing financial difficulty, please contact our friendly customer service centre to discuss payment plans and debt reduction arrangements. Tas Gas Retail will respect your privacy and are here to help.

### **Short Term Payment Plan**

If you find that you cannot pay your bill in full when you receive it, contact Tas Gas Retail to organise a payment plan to pay off the remaining amount. You can put it into weekly, fortnightly or monthly payments until the amount is paid.

### **Long Term Payment Plan**

Tas Gas Retail can also offer you a long term payment plan that allows you to pay the same amount off your account weekly, fortnightly or monthly. The amount you pay can be based on an estimate of your usage to ensure your account is manageable and within your budget. This amount is reviewed by us annually to see if any adjustments need to be made.

### **Centrepay Deductions**

You can also get an amount deducted from your Centrelink payment every fortnight to help offset your account when it arrives. Tas Gas Retail can help you set this up and manage how much needs to be taken out to ensure that your bill is manageable.

## **Outstanding accounts**

Outstanding accounts may be referred to a debt collection agency for recovery.

## **Can I have my account reviewed?**

Yes. You can question the amount shown on your natural gas account if you believe there is a discrepancy. Tas Gas Retail will review your account without charge. While the account is under review, you must pay the part of the account on which we both agree or pay the average amount of your natural gas accounts for the past 12 months (whichever is the lower).

Tas Gas Retail will aim to have the account reviewed within 28 days of the request. You must pay any future accounts you receive while the disputed account is still under review.

If Tas Gas Retail determines that the disputed account is correct, an account statement will be sent to you and you must pay the outstanding balance. Alternatively, a credit amount and explanation will appear on your next account.

## **Account Information**

Your natural gas account will contain among other things:

- contact details for enquiries regarding your account;
- gas emergency contact numbers;
- a phone number specifically for contacting Tas Gas Retail if you are having trouble paying your account;
- the due date for payment;
- the amount owing on the current invoice;
- total amount outstanding (including outstanding balance for previous account periods);
- your natural gas consumption for the account period – clearly indicating if the amount is estimated;
- any adjustment that has been made to correct for an earlier estimate;
- your natural gas consumption for each account period in the past 12 months; and
- GST amount included in your account.

# Sample Account

Gas emergency contact number

**In case of gas emergency contact Tas Gas Networks**  
If you need to arrange a payment plan  
Call outside Tasmania  
Email address  
Web address

Mr John Citizen  
1 Citizen Street  
LAUNCESTON, TAS 7250

**Tas Gas Retail Natural Gas Account**

180 2111  
1800 438 427  
03 6356 9386  
info@tasgas.com.au  
www.tasgas.com.au

**ACCOUNT NUMBER:** 2000783744  
**PAYMENT DUE BY:** 12 Nov 13  
**TOTAL AMOUNT DUE:** \$ 102.27

Date of Issue: 25 Oct 2013  
Statement Number: 1117464

**Transactions Since Previous Statement**

Previous Statement	\$ 0.00
Payments Received - Thank you (see notes for details)	\$ 0.00
Balance Brought Forward	\$ 0.00

**Current Invoices**

Other Charges (see notes for details)	\$ 102.27
	\$ 0.00

**Total Amount Due** \$ 102.27

**\*REMEMBER TO PAY YOUR BILL ON TIME TO AVOID LATE PAYMENT FEES**

Please detach and send the payment slip to process your payment.

**PAYMENT SLIP**

Payment Slip  **POST**  **billpay**

Mr John Citizen  
1 Citizen Street LAUNCESTON  
TAS

Account Number: 2000783744  
Total Amount Due: \$ 102.27

Date Paid:   
Amount Paid (Please fill in):

**RETAIL**  
PO Box 916, Launceston, Tasmania 7250  
National 1800 438 427 Call outside Tasmania 03 6356 9386  
info@tasgas.com.au

Contact details

Due date for payment

Amount owing on current invoice

Total amount owing (including outstanding balance for previous account periods)

**Additional Information**

**Customer Charter**  
For more information about Tas Gas Retail or to view our Customer Charter, please visit: [www.tasgas.com.au](http://www.tasgas.com.au)

If you are deaf, or have a hearing or speech impairment, contact us through the National Relay Service:  
TTY users phone 1800 555 677 then ask for 1800 438 427 Speak and Listen users phone 1800 555 727 then ask for 1800 438 427 Internet relay users connect to the NRS ([www.nrservice.com.au](http://www.nrservice.com.au)), and then ask for 1800 438 427

**Account Details**

Tax Invoice Number 110117484 MIRN: 57027016467  
Tax Invoice for 1 Sep-2013 to 25-Oct-2013 (26 days)  
Site location: 1 Citizen Street LAUNCESTON TAS

**Current Transactions**

Meter ID	Previous Reading	Current Reading	Units	Multipier	Total
11E7T02111	60000	76	76	40.330	3.025 MJ
Charges			Usage	Rate	Charge
Residential Gas			3.024 9760 MJ	0.6072	\$ 62.33
Residential Fixed Fee			\$5.0000 Days	0.1037	\$ 10.65
Charges					\$ 92.88
GST					\$ 9.39
<b>Total Charges</b>					<b>\$ 102.27</b>

**Other Transactions**

Date	Description	GST	Amount
			<b>Total Other</b>

**HOW TO PAY**

**Payment by Direct Debit**  
The easiest way to make payments.  
Visit [www.tasgas.com.au](http://www.tasgas.com.au) to download a Direct Debit Application Form or call 1800 438 427

**Payment by Mail**  
Please remove this payment slip and mail with your cheque to: Tas Gas Retail  
PO Box 658  
Launceston TAS 7250  
Please ensure you write your name and customer number on the back of the cheque. Please allow 10 days for processing.

**Pay your account online using Visa or Mastercard at [www.tasgas.com.au](http://www.tasgas.com.au)**  
Pay your account by phone using Visa or Mastercard by calling 1800 313 349

**Billpay**  
Reference: 20007837444  
Telephone & Internet Banking - **billpay**  
Call your bank, credit union or building society to make this payment from your cheque or savings account. More info: [www.billpay.com.au](http://www.billpay.com.au)

Your MIRN

Your natural gas consumption for the billing period

GST

How to pay your bill



# Service Charges

**Tas Gas Retail may charge your account with service charges as detailed below. These charges include GST and may be reviewed annually.**

## Residential and Commercial < 10,000 GJ

Supply Pressure Alteration	TBA
Residential Meter Testing (where found accurate)	TBA
Commercial Meter Testing (where found accurate)	TBA
Final Meter Reading - Business Hours	TBA
After Hours	TBA
Disconnection - Business Hours	TBA
After Hours	TBA
Reconnection – Business Hours	TBA
After Hours	TBA
Special Meter Reading – Business Hours	TBA
After Hours	TBA
New Installation – Minimum Charge*	TBA
Connection Fee <sup>^</sup>	TBA
Account Management Fee	TBA
Other Services Requested by the Customer	TBA

All prices include GST.

<sup>^</sup> The connection fee is for customers moving into a property with a natural gas meter already connected.

\*The New Installation Charge will be confirmed to the customer prior to the distributor making the connection. It will depend on the length of the service line required and the number and type of appliances to be connected.

# Disconnection & Reconnection

**The Energy Retail Code sets out conditions under which the retailer or the distributor may disconnect your natural gas supply. This section outlines Tas Gas Retail's rights and obligations to you under the Retail Code.**

## **Disconnection for non-payment**

Tas Gas Retail may seek disconnection of your natural gas supply if any of the following has occurred:

- you have failed to pay your account within the timeframe specified in this Charter and a subsequent payment plan cannot be agreed between you and Tas Gas Retail; (see the payment plan section on page 5);
- Tas Gas Retail has reasonable grounds to suspect you have committed an offence relating to the illegal use of natural gas; in this case the proposed disconnection must be reported to the ESV;
- you have requested or given your prior consent to the disconnection; or
- if you break more than one payment plan in a one year period.

## **Restrictions on disconnection**

If Tas Gas Retail has made a disconnection request and you then pay the outstanding account or make alternative payment arrangements (a payment plan) that are satisfactory to Tas Gas Retail, we will prevent the disconnection occurring if that is possible. A disconnection fee may be charged, particularly if a technician has been already called to your property.

If the disconnection has been properly completed as a result of illegal use of natural gas by you, Tas Gas Retail may estimate the value of gas illegally used and recover that value from you.

You are responsible for the payment of all costs incurred by Tas Gas Retail in relation to any disconnection or reconnection of your natural gas supply while you are our customer.

## **Disconnection for other reasons**

Natural gas may be disconnected for other reasons including but not limited to:

- a gas supply emergency;
- health and safety concerns;
- at the direction of Energy Safe Victoria;
- you don't provide the network provider with safe access to the meter in accordance with the regulations; or
- planned maintenance.

## **Disconnection requested by the Distributor**

The distributor may request disconnection of a customer under the Victorian gas regulations. Where the timeframes allow, Tas Gas Retail will give you notice of any disconnection requested within 5 business days of being notified by the network provider of the proposed disconnection.

Energy Safe Victoria may direct disconnection of any unsafe installation at any time.

## **Reconnection**

As soon as any of the following arrangements have been made, Tas Gas Retail will arrange reconnection of your gas supply as soon as possible:

- the account is paid;
- a payment plan for your account has been agreed between you and Tas Gas Retail;
- in the case of an emergency or maintenance, when it is safe to do so.

In most circumstances, a reconnection fee may apply which is a charge passed through from Brookfield Regional Networks.

Tas Gas Retail will endeavour to secure your reconnection on the same day as you agree to one of the above arrangements with Tas Gas Retail, if that agreement is reached before 3.00pm. If an agreement is reached after 3.00pm, Tas Gas Retail will arrange for your reconnection to take place the next business day. On request, Tas Gas Retail will endeavour to have you reconnected the same day. If an agreement is reached to reconnect a property out of hours, an after hours fee will be charged.

Tas Gas Retail will endeavour to meet these obligations; however, reconnection is undertaken by Brookfield Regional Networks and as such Tas Gas Retail cannot guarantee a timely reconnection.

## Other Responsibilities Yours & Ours

### **To be eligible for an account and maintain an account with Tas Gas Retail, you need to:**

- be over the age of 18 to hold an account;
- apply for a natural gas account using our Agreement form;
- provide us with your contact details and adequate identification;
- provide us with your property details including the owner or agent if the property is rented;
- contact us and update your contact details or address as soon as they change;
- provide clear and safe access to your meter for meter reading and any other purpose related to this Charter; and
- pay your account including any applicable connection or reconnection fees by the due date


### **What Tas Gas Retail will do:**

- will work with the distributor to provide accurate accounts;
- change the Charter's terms and conditions from time to time and review published tariffs annually, (however there maybe circumstances in which our tariff may change during the year eg. introduction of a carbon tax or other market conditions). We will give you notice of any such change or change to regulation that may affect your account. Such notice may be provided by either electronic or written means, or may be published in the 3 major daily newspapers;
- handle your account with integrity;
- review this Customer Charter annually;
- lodge a copy of this Charter with the ESC
- report annually to the ESC on retail operations in Tasmania; and
- Fully comply with the conditions of our Gas Retail Licence, the Victorian Energy Retail Code and Privacy Act 1988 and the Customer Satisfaction Standard (AS 1002-2014)

### **Changing your connection details**

If you change address, you must tell us at least 3 business days before you move so that we can finalise your account for your current supply address. If you fail to do so, you may be responsible for the cost of any natural gas consumed at that supply address for 3 business days after the date we receive such a notice from you.

You may request we change the supply address on your account to your new address. If the connection is already available, Tas Gas Retail will make every effort to make the transfer of your account to the new supply address seamless.



If natural gas is not currently available at your new address you may be required to pay a connection charge reflecting the costs of getting a gas supply to you.

### **Termination of Agreement**

If you have been disconnected for breaching our Agreement, Tas Gas Retail may terminate our Agreement by giving you notice in writing. By terminating this agreement, Tas Gas Retail is no longer obliged to sell you natural gas. You are obliged to pay any outstanding accounts to Tas Gas Retail and to seek an alternative retailer for your gas supply.

### **What if I have feedback or wish to make a complaint?**

Tas Gas Retail is committed to providing our customers with a high quality, reliable service. If problems do arise we will work towards resolving them as soon as you contact us. Our aim is to resolve phone enquiries during the initial contact, and have written feedback answered within 5 business days.

If you are not satisfied with the resolution of a complaint, you may escalate your complaint. At any time during the complaints process, you may request a copy of Tas Gas Retail's complaints procedure which includes the relevant internal escalation processes. If you still feel that the issue has not been resolved to your satisfaction you may choose to contact the Energy and Water Ombudsman Victoria – whose contact details are included at the end of this Charter.

### **Looking after your gas meter**

When you request a natural gas connection, Brookfield Regional Networks will install the connection from its network up to your meter if the network is available at your address. Please remember that the network connection up to and including the gas meter remains the property of the distributor.

You must provide safe, unhindered access to your meter for Brookfield Regional Network's employees or its representatives to undertake installation, meter reading, maintenance, connection, disconnection or any other task related to this Charter. These people will always carry or wear official identification and will show it to you upon request.

This right of access will continue for 6 months after terminating this agreement to enable the network provider to remove its metering equipment from your premises if required.

If you have a dog or there is something else at your supply address that may pose a danger or threat to these people, you must tell us and then take all necessary steps to ensure we have safe, unhindered access to the meter and any other network components.

## **Is my privacy protected?**

The information you provide Tas Gas Retail will be handled with integrity. The management of your account may require Tas Gas Retail to provide information to the distributor, specifically for the purpose of installing and distributing natural gas to you, or in an emergency situation. We may also provide details to other retailers, but only at your request.

We will provide you with a copy of your personal information upon request. If you believe the information we have is incorrect, please notify us.

Tas Gas Retail is committed to privacy in accordance with the Australian Privacy Principles issued by the Office of the Australian Information Commissioner.

# Definitions

## Definitions

**Account Management Fee** A fee charged by us to cover the cost of managing an overdue account.

**Agreement** An agreement made in accordance with the Victorian Retail Code.

**Customer Charter** A document setting out the services provided by the retailer and the rights, entitlements and obligations of the customer. The Charter must include the basis on which accounts are prepared, due date, payment options, fees, contact number for queries and the process for account review. Reviewed annually a copy of the current Charter is lodged with the Regulator and made available to the customer on connection and on request.

**Due Date** A date 13 business days after the issue of a retail account which is the date payment is due.

**Energy Safe Victoria** The safety regulator responsible for electrical and gas safety in Victoria.

**Essential Services Commission** Victoria's independent economic regulator on essential services.

**Fixed Daily Tariff** This is the fee you pay each day regardless of how much gas you actually use.

**MIRN** A unique meter installation registration number allocated to the meter installed at your property.

**Gas Supply Emergency** An emergency situation is one that may affect one or more customers and includes gas production plants or transmission failure, civil emergencies, leaks and non-specification gas.

**Network Provider** Brookfield Regional Networks, who owns and operates the gas pipelines around your suburb, will make the connection to your premises and will own your individual service up to and including your meter. They are also responsible for all network services including meter reading.

**Supply Address** The physical address where the gas connection is made. This is the address we will supply natural gas to.

**Victorian Energy and Water Ombudsman** The Ombudsman provides free advice to customers who are unable to resolve problems with their gas retailer or network provider.

**Victorian Energy Retail Code or Retail Code** The document issued by the Essential Services Commission that stipulates various conditions for gas retailers to abide by in dealing with retail accounts and customers.

## **Gas emergency and outage 24-hour contact phone**

180 2111 or 131 909

## **Tas Gas Retail contact details**

Office Hours	8.30am to 5.00pm
Phone	1800 760 771
Calls outside Tasmania	(03) 6336 9386
Fax	(03) 6336 9385
Street Address	5 Kiln Court St Leonards, Tas 7250
Postal Address	PO Box 858 Launceston, Tas 7250
Email	<a href="mailto:info@tasgas.com.au">info@tasgas.com.au</a>
Website	<a href="http://www.vic.tasgas.com.au">www.vic.tasgas.com.au</a>

**If you need an interpreter, call TIS National on 131 450.**

## **Victorian Energy and Water Ombudsman**

Phone	1800 500 509
Fax	1800 500 549
Street Address	0 Bourke Street Melbourne Victoria 3000
Postal Address	GPO 469 Melbourne VIC 8060
Email	<a href="mailto:ewovinfo@ewov.com.au">ewovinfo@ewov.com.au</a>
Website	<a href="http://www.ewov.com.au">www.ewov.com.au</a>

## **Essential Services Commission**

Phone	1300 664 969
Fax	(03) 9032 1303
Street Address	Level 37 /2 Lonsdale Street Melbourne Victoria 3000
Email	<a href="mailto:info@esc.vic.gov.au">info@esc.vic.gov.au</a>
Website	<a href="http://www.esc.vic.gov.au">www.esc.vic.gov.au</a>

## **Energy Safe Victoria**

Phone	1800 800 158
Fax	(03) 9203 9700
Street Address	Level 5, Building 2 4 Riverside Quay Southbank Vic 3006
Postal Address	PO Box 262 Collins Street West Vic 8007
Email	<a href="mailto:info@esv.vic.gov.au">info@esv.vic.gov.au</a>
Website	<a href="http://www.esv.vic.gov.au">www.esv.vic.gov.au</a>



### **Gas leak or smell of gas in home**

Turn off supply at meter, open doors and windows, remove ignition sources, then contact your gasfitter.

### **Gas leak or smell of gas in street or at meter**

Contact The Gas Emergency and Outage Number on 180 2111.

### **Disruption to supply**

Tas Gas Retail or your distributor will contact you directly or via the media, depending on the circumstances.

### **Bushfire Risk Days**

On bushfire risk days and if you live in a high risk area, your gas supply may be interrupted due to a fault or as a precaution, but only in extreme conditions will TGR arrange with the distributor to turn off the gas in your area. If you leave your home during any gas outages, make sure you turn off your gas appliances before leaving.



Tas Gas Retail

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