ELECTRICITY RETAIL LICENCE

POWERCOR AUSTRALIA LIMITED
ACN 064 651 109

As varied on
31 July 2002

ORG File Ref: RELE/0017
ORG Licence Code: ERPAH07/02
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1. DEFINITIONS AND INTERPRETATION

1.1 In this licence, words and phrases appearing in italics have the meaning given to them in part 1 of schedule 1.

1.2 This licence must be interpreted in accordance with the rules set out in part 2 of schedule 1.

2. GRANT OF LICENCE

Subject to:

(a) the conditions set out in this licence; and

(b) any prohibition on the Licensee from selling electricity to persons or classes of persons specified by any order in force under section 23 of the Act and deemed by that section to be included in a condition of this licence,

the Licensee is licensed to sell electricity otherwise than through the wholesale electricity market.

3. TERM

3.1 This licence first had effect on 3 October 1994 and has been varied on the dates set out in schedule 2.

3.2 The Office may revoke this licence in accordance with clauses 3.3 or 3.4.

3.3 The Office may at any time agree with the Licensee that this licence should be revoked, in which case the term of this licence ends on the day agreed.

3.4 The Office may at any time give notice of revocation in accordance with clauses 3.5 and 3.6 to the Licensee if:

(a) the Licensee does not comply with an enforcement order or an undertaking; and

(b) the Office is satisfied that revocation of this licence is necessary having regard to the policy objectives,

in which case, subject to clause 3.7, the term of this licence ends on the expiration of the period of the notice.

3.5 If the enforcement order or undertaking relates to:

(a) a breach of clause 4 or 5.1; or

(b) a breach of this licence which in the Office’s opinion is causing serious and immediate detriment to customers,
the Office must give at least 5 business days notice of revocation to the Licensee under clause 3.4.

3.6 If clause 3.5 does not apply, the Office must give at least 20 business days notice of revocation to the Licensee under clause 3.4.

3.7 The term of this licence does not end at the expiration of the period of a notice of revocation given under clause 3.4 if, before the expiration, the Licensee complies with the enforcement order or the undertaking (as the case may be).

4. ELECTRICITY PURCHASE ARRANGEMENTS

4.1 The Licensee must have in place agreements or arrangements for the purchase of electricity through the wholesale electricity market or otherwise, and any necessary related authorisations, as are required if the Licensee is to be able to perform its obligations under contracts for the sale of electricity with customers.

4.2 The Licensee is deemed to comply with clause 4.1 if it is registered with NEMMCO as a ‘Customer’ under the National Electricity Code.

5. USE OF SYSTEM AGREEMENTS

5.1 Subject to clause 5.4, the Licensee must have a use of system agreement with each distributor in respect of whose distribution area the supply point of any customer of the Licensee is located.

5.2 If a distributor offers the Licensee a new form of default use of system agreement under clause 4.8 of its distribution licence, the Licensee must not unreasonably refuse to accept such offer.

5.3 Any question as to whether a use of system agreement unreasonably discriminates, or has the effect of creating unreasonable discrimination, between retailers or between customers of any retailer, or whether a refusal to accept an offer of a new default use of system agreement is unreasonable, shall be decided by the Office on the basis of the Office’s opinion on the matter.

5.4 If the Licensee is also a distributor, clause 5.1 does not require the Licensee to have a use of system agreement with itself. The Licensee instead must act as though the Licensee’s retail business has and must comply with a use of system agreement with the Licensee’s distribution business.

5.5 Clause 5.1 does not apply to the Licensee in respect to a distributor until 60 business days after the date on which the Office first approved a default use of system agreement submitted to the Office by the relevant distributor under its distribution licence.
5A INFORMATION EXCHANGE

5A.1 The Licensee must co-operate in good faith with each distributor with which it has or proposes to have a use of system agreement during that distributor’s consultations regarding the formulation of a scheme for electronic communication as the distributor is required to do under clause 14A of its distribution licence.

5A.2 Without limiting the generality of clause 5A.1, the Licensee must endeavour to agree a scheme for communication between market participants which achieves the attributes set out in clause 14A.2 of distribution licences including as fundamental features (without limitation):

(a) common standards and information exchange protocols for all market participants;

(b) cost apportionment agreed between parties to the scheme.

5A.3 The Licensee must as soon as practicable make a binding commitment to participate in any scheme approved by the Commission under clause 14A of the distribution licence of each distributor with which it has or proposes to have a use of system agreement.

5A.4 The Licensee must co-operate in good faith with each distributor with which it has or proposes to have a use of system agreement to ensure that adequate communication systems are in place while the scheme as approved under this clause is being developed and implemented to enable market participants to meet their relevant regulatory and contractual obligations during such transition period.

6. CONTRACTS WITH CUSTOMERS

6.1 The Licensee must not enter into a contract for the sale of electricity with a relevant customer unless the terms and conditions of the contract expressly deal with each matter which is the subject of a term or condition of the Electricity Retail Code. If a term or condition of the Electricity Retail Code is incorporated by reference into the contract, it is taken to be expressly dealt with.

6.2 The Licensee must not enter into any contract for the sale of electricity with any domestic or small business customer at a tariff which is different to a tariff offered by the Licensee in accordance with its obligation under clause 7.1 unless the terms and conditions of the contract are materially different to the terms and conditions offered with that tariff.

6.3 Each term or condition of the Electricity Retail Code is a term or condition with which a contract for the sale of electricity to a relevant customer must not be inconsistent.¹

¹ For the purposes of section 36(1)(b) of the Act.
6.4 The Licensee must comply with the terms and conditions of any contract for the sale of electricity with a relevant customer.

6.5 Until 31 December 2001, the Licensee must include in any terms and conditions for the sale of electricity to a customer a provision obliging the customer to comply with the Electricity Distribution Code and to allow a distributor to enforce the distributor’s rights under the Electricity Distribution Code.

7. OBLIGATION TO OFFER TO SELL

7.1 The Licensee must offer to supply and sell electricity to any domestic or small business customer in relation to the Licensee:

(a) at tariffs determined by the Licensee and published by the Licensee in the Government Gazette at least 2 months before they take effect; and

(b) on terms and conditions determined by the Licensee and approved by the Office and published by the Licensee in the Government Gazette at least 2 months before they take effect.

7.2 The obligation of the Licensee under clause 7.1 does not apply to the extent nominated by the Office in any communication given to the Licensee.

7.3 An offer in accordance with clause 7.1 must be made to a domestic or small business customer by the Licensee within ten business days after a request from the customer.

7.4 If a domestic or small business customer accepts an offer made by the Licensee in accordance with clause 7.1, the Licensee must comply with the resulting contract.

7.5 This clause 7 applies subject to section 35 of the Act and to any order in force under section 13 of the Act.

8. INFORMATION TO CUSTOMERS

8.1 The Licensee must include at least the following information in a bill issued to customer for the supply or sale of electricity:

(a) the National Meter Identifier (NMI) assigned to the customer’s metering installation and the NMI checksum or, if there is no assigned NMI, the meter number or another unique identifying mark assigned to the metering installation;

(b) the relevant tariff or tariffs applicable to the customer;

(c) if the Licensee directly passes through network charges to the customer, the separate amount of the network charge; and

(d) information concerning greenhouse gas emissions connected with the generation of electricity supplied to the customer or the generation of electricity in general, in accordance with an applicable guideline.
8.2 If a variation is made to the tariff or to terms or conditions of a contract and unless notice of the variation has been previously provided to a customer, the Licensee must include with the customer’s next bill, or otherwise as soon as practicable, a statement setting out details of the variation.

8.3 Unless clause 12 applies, the Licensee must give notice to a customer who is party to a deemed contract with the Licensee on or as soon as practicable after becoming aware of the deemed contract which:

(a) informs the customer that there is deemed to be a contract between the customer and the Licensee for the supply and sale of electricity;

(b) sets out the tariff and summarises other terms and conditions under the deemed contract;

(c) describes the methods by which the deemed contract may be terminated and related terms and conditions; and

(d) outlines the options available to the customer.

8.4 Where the Act or this licence requires or has required the Licensee to publish the Licensee’s tariffs in the Government Gazette, the Licensee must also publish on the same day or as soon as practicable in a newspaper circulating generally in Victoria:

(a) the tariffs; and

(b) a statement that the Licensee’s related terms and conditions are available on request and free of charge in English and, if the Licensee has a significant number of customers from the same non-English speaking background, in other languages as are agreed with the Office (and the terms and conditions must actually be available in those languages).

8.5 The Licensee must comply with any guideline concerning the publication of information about tariffs in retailers’ advertisements and other marketing material.

8.6 The Licensee must inform the Licensee’s customers of the arrangements in place or proposed to be in place to allow them to elect to become a customer of another retailer:

(a) not less than 2 calendar months prior to the expected date on which a customer will be able to elect to become the customer of another retailer; and

(b) in accordance with any communication given to the Licensee by the Office.

8.7 If the contract between a customer and a retailer is a fixed term contract, prior to the expiry of the fixed term the retailer must notify the customer:

• that the contract is due to expire;
• when the expiry will occur;

• the tariff and terms and conditions that will apply to the customer beyond the expiry of the contract if the customer does not exercise any other option, which the retailer may determine at its discretion; and

• what other options are available to the customer.

The information must be given no sooner than two months before, and no later than one month before, the expiration of the fixed term (unless the fixed term is less than one month in which case the information must be given to the customer at the commencement of the term).

8.8 Where the Licensee has financial responsibility in the wholesale electricity market for a NMI relating to premises which it knows to be vacant, the Licensee must, if it elects to leave the premises energised, deliver to the premises an information package relating to offers of retail contracts which are available.

9. CONFIDENTIALITY

9.1 The Licensee must not request a distributor to provide, nor accept from a distributor, NMI standing data in respect of a customer's supply point unless the customer has sought an offer from or has a contract with the Licensee for the sale of electricity in respect of that supply point.

9.2 The Licensee must comply with any guideline concerning (amongst other things) the use or disclosure of personal information about a customer.

9.3 For the avoidance of doubt, personal information comprises information or opinions which either constitute personal information for the purposes of the Commonwealth Privacy Act 1988, or would constitute such personal information if the term "individual" (where used in that Act) extended beyond a natural person and applied to any type of customer, including a body corporate.

10. PAYMENT METHODS

10.1 The Licensee must not implement a pre-payment meter scheme without the prior approval of the Office.

10.2 The Licensee must notify the Office at least 20 business days prior to the establishment or termination of an arrangement with any agency or payment outlet through which customers of the Licensee may pay bills.

11. COMMUNITY SERVICE OBLIGATION AGREEMENTS

If so directed by the Secretary to the Department of Human Services, the Licensee must enter into an agreement with the State for the provision of community services on terms and conditions determined or agreed in accordance with section 47 of the Act.
12. RETAILER OF LAST RESORT

12.1 On or before a date to be nominated by the Office in a communication given to the Licensee, the Licensee must submit to the Office proposed tariffs, terms and conditions upon which the Licensee would sell electricity in accordance with the requirement under clause 12.2.

12.2 Subject to clause 12.3, the Licensee must sell electricity to a customer at tariffs and on terms and conditions approved or determined by the Office under section 27 of the Act.

12.3 Despite clause 6.1, in approving proposed terms and conditions under clause 12.2 the Office may approve terms and conditions which do not deal with the subject matter of all of the provisions of the Electricity Retail Code.

12.4 The requirement under clause 12.2:

(a) applies only if the Licensee is so directed by the Office in a communication given to the Licensee; and

(b) imposes an obligation on the Licensee to sell electricity to a customer which:

(1) commences when a last resort event occurs in respect of the customer’s other retailer; and

(2) ends:

• after three months;

• when the customer advises the Licensee in writing that the sale is no longer required;

• when the customer transfers to another retailer; or

• when the customer enters into a new contract for the sale of electricity with the Licensee,

whichever occurs first.

12.5 As soon as practicable after being notified by the Office or otherwise becoming aware of its obligation to a customer under clause 12.2, the Licensee must give the customer notice in writing:

(a) that a last resort event has occurred in respect of the other retailer;

(b) that, as a result, the Licensee and the customer are deemed to have entered into a contract for the sale of electricity under section 27 of the Act;

(c) of the date the deemed contract commenced;

(d) of the tariff and the terms and conditions of the deemed contract;
(e) that the customer’s meter has been or will be read, or an estimate will be made, as at the date the deemed contract commenced so that it can be established what amount of electricity has been sold to the customer by the other retailer prior to the occurrence of the last resort event and what amount of electricity has been and will be sold to the customer by the Licensee after the occurrence of the last resort event;

(f) of that meter reading or estimated meter reading. Notice of the meter reading or estimated meter reading may be given after notice of the other matters contemplated by this clause 12.5 is required to be given;

(g) whether any debt owed by the customer to the other retailer or by the other retailer to the customer, as the case may be, will continue to be so owed and, if it will not, to whom and by whom it will be owed;

(h) of alternatives available for the customer to arrange a transfer to another retailer or to obtain any different tariff, or different terms and conditions, from the Licensee including that the customer may advise the Licensee in writing that the sale of electricity by the Licensee is no longer required; and

(i) of how and where to obtain further information.

12.6 If the Licensee must publish notice of tariffs, terms and conditions in the Government Gazette under section 27(8) of the Act, the Licensee must do so as soon as practicable after the Office approves the tariffs, terms and conditions.

13. CO-OPERATION WITH VENCORP

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

13.2 A question as to the reasonableness of a requirement by VENCorp for information as contemplated by clause 13.1 shall be decided by the Office on the basis of the Office’s opinion of the reasonableness of the requirement.

14. COMPLIANCE WITH ORDERS, CODES AND GUIDELINES

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

(a) any order;

(b) the following codes:

   (1) the Electricity Distribution Code;

   (2) the Electricity System Code;

   (3) the Electricity Customer Metering Code;

   (4) the Electricity Customer Transfer Code;
(c) any guideline identified as one with which the Licensee must comply in this licence or in a code referred to in clause 14.1(b).

(d) a code dealing with retailers’ marketing conduct which has been developed by retailers, to the extent required by the Office (after consultation with the Licensee) in a communication identifying the code or guideline; and

(e) if after consultation with retailers and representatives of customers there is no identified code to which paragraph (d) refers, a code or guideline dealing with retailers’ marketing conduct issued by the Office after further consultation with the Licensee and representatives of customers and identified in a communication given by the Office to the Licensee.

14.2 The Licensee must monitor its compliance with this licence and any order, code or guideline it is required to comply with under clause 14.1.

14.3 If the Licensee becomes aware of a material breach of this licence or any order, code or guideline by the Licensee, the Licensee must notify the Office of the material breach as soon as practicable.

15. DISPUTE RESOLUTION

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

(a) a customer about the Licensee’s services, billing and charging; and

(b) aggrieved persons about the manner in which the Licensee conducts its business under this licence generally.

15.2 Unless it has been notified by the Office that it need not comply with this clause 15.2, the Licensee must comply with clause 15.1 by submitting to the Office for its approval an ombudsman scheme and implementing any such scheme that the Office has approved.

15.3 An ombudsman scheme that is implemented by the Licensee to comply with clause 15.2 must contain and comply with terms and conditions that:

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

(b) provide the Licensee’s customers and aggrieved persons with ready and equal access to the scheme;

(c) subject to (d), present no cost barriers to customers;

(d) do not permit fees to be charged to, or costs to be awarded against, residential and small business customers;
(e) provide that the scheme be governed by a board consisting of an independent chairperson and equal numbers of customer representatives appointed by the Office and representatives appointed by the members of the scheme;

(f) in accordance with a process approved by the Office, provide for those members of the scheme and customer representatives that are members of the board to appoint the chairperson after consultation with the Office;

(g) provide for the board to appoint the ombudsman;

(h) require the board to inform the Office of any proposed amendments of the scheme;

(i) confer on the ombudsman the power to make rulings with which the Licensee is required to comply;

(j) provide that, if the scheme prevents a ruling of the ombudsman from exceeding in value a maximum amount, that amount must be no less than $20,000 in respect of a complaint from an individual customer;

(k) confer on the ombudsman the power to impose sanctions on the Licensee for a breach of a ruling;

(l) require the ombudsman to follow fair and efficient procedures, and make decisions that are fair and reasonable having regard to the law, the licences, industry codes, deemed contracts, and good industry practice;

(m) enable the Office to refer complaints in relation to the conduct of the participating Licensee’s business conducted under this licence to the ombudsman;

(n) require the Licensee to bear a fair proportion of the cost of the development, establishment and operation of the ombudsman scheme;

(o) enable a question as to the fairness of the proportion of the costs which must be borne by a Licensee to be decided by the Office on the basis of the Office’s opinion of the fairness of the proportion;

(p) require the ombudsman to report to the Office as and when required by the Office on the operation of the scheme in relation to the industry of which the Licensee is part;

(q) require the ombudsman to publish its decisions and annual reports on the operation of the scheme and the performance of each member of the scheme in relation to the industry of which the Licensee is part;

(r) require the board to conduct periodic and comprehensive reviews of the performance of the scheme in consultation with members, customer representatives, the Office and other interested parties; and

(s) provide for the Licensee to withdraw from the scheme subject to:
(i) the Office notifying the Licensee that it need not comply with clause 15.2;

(ii) the Licensee providing to the Office 12 months’ notice in writing of the Licensee’s intention to withdraw; and

(iii) the Licensee satisfying the Office that the Licensee complies with clause 15.1.

16. SEPARATE ACCOUNTS

The Licensee must ensure that separate accounts are prepared for its retail business in accordance with any guideline published for this purpose.

17. PROVISION OF INFORMATION TO THE OFFICE

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

18. PAYMENT OF LICENCE FEES

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

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

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

19. ADMINISTRATOR

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

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

20. COMPLIANCE WITH LAWS

The Licensee must comply with all applicable laws.

21. VARIATION

This licence may be varied in accordance with section 29 of the Act.
22. **TRANSFER OF LICENCE**

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

23. **COMMUNICATIONS**

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

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

   (a) when delivered in person to the addressee;

   (b) 3 *business days* after the date of posting, if the *communication* is posted within Australia;

   (c) 7 *business days* after the date of posting, if the *communication* is posted outside Australia;

   (d) when, according to the sender's transmission report, received by facsimile transmission by the addressee; or

   (e) when it is an electronic *communication*, in accordance with the *Electronic Transactions (Victoria) Act* 2000.

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THE COMMON SEAL of
THE ESSENTIAL SERVICES
COMMISSION
was affixed pursuant to the
authority of the Commission
on 31 July 2002

JOHN C. TAMBLYN
Chairperson
SCHEDULE 1
DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

In this licence:

*Act* means the *Electricity Industry Act* 2000.

*administrator* means an administrator appointed by the *Office* under section 34 of the *Act* in respect of the *Licensee’s retail business*.

*authorisation* means an authorisation, licence, registration, consent, declaration, exemption or waiver.

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

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

*customer*, unless the context otherwise permits or requires, means a person who buys or may want to buy electricity from a *retailer* and includes other *retailers*.

*deemed contract* means a contract for the supply or sale of electricity deemed by the *Act* to have been entered into or to otherwise be in place between a *retailer* and *customer*.

*default use of system agreement* means the most recent form of agreement submitted to the *Office* by a *distributor* under clause 4.1 of its *distribution licence* and approved by the *Office*, as amended (if at all) at the direction of the *Office* under clause 4.7 of that licence.

*distribute*, in relation to electricity, means to distribute electricity using a *distribution system*.

*distribution area*, in relation to a *distributor*, means the area in which the *distributor* (is licensed to *distribute* and supply electricity under the *Act*.

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

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

*distribution system* means in relation to a *distributor* a system of electric lines (generally at nominal voltage levels of 66 kV or below) which that *distributor* is licensed to use to *distribute* electricity for supply under its *distribution licence*. 
**distributor** means a person who holds, or is exempt from holding, a **distribution licence** under the **Act**.

**domestic or small business customer** in relation to the **Licensee** and a supply of electricity from a **supply point**, has the same meaning as in any relevant **order**.

**electricity business** means each of:

(a)  the **Licensee's retail business**; and
(b)  the **Licensee's distribution business**.

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

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

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

**Electricity Retail Code** means the code of that name setting out terms and conditions relevant to contracts for the supply or sale of electricity determined by the **Office** under the **Act**.

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

**enforcement order** means a provisional or final order made and served by the **Office** under section 35 of the **Office of the Regulator-General Act 1994**.

**explicit informed consent** has the meaning given to that term by any applicable **guideline**.

**guideline** means a guideline published by the **Office**.

**last resort event**, in respect of a **retailer**, means:

(a)  the **retailer’s retail licence** is suspended or revoked; or

(b)  the right of the **retailer** to acquire electricity from the **wholesale electricity market** is suspended or terminated,

whichever first occurs.

**Licensee** means Powercor Australia Limited ACN 064 651 109.

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

**National Electricity Code** means the Code approved in accordance with section 6(1) of the National Electricity (Victoria) Law applicable in Victoria as a result of the operation of section 6 of the National Electricity (Victoria) Act 1997.
**NEMMCO** means National Electricity Market Management Company Limited ACN 072 010 327.

**NMI** means a national metering identifier.

**NMI standing data** means each of the following in respect of a **NMI**:

(a) the NMI checksum;

(b) the transmission node identifier;

(c) the distribution loss factor; and

(d) the *distributor’s* network tariff.

(e) the **NMI** classification;

(f) the read cycle date or date of next scheduled meter read (if applicable);

(g) the characteristic of a parent or a child in an embedded network (if applicable); and

(h) the responsible *distributor*.

**NSLP data** has the meaning given to that term in Schedule 10 to the *Metrology Procedure*.


**other retailer**, in respect of a **customer** and a **last resort event**, means the *retailer* which, immediately prior to the occurrence of the **last resort event** in respect of the **retailer**, sold electricity to the **customer**.

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

**policy objectives** means the objectives specified in section 10 of the *Act* and section 7 of the *Office of the Regulator-General Act* 1994 and, to the extent the context requires, in a statement of government policy to the extent that it continues to apply under section 9A of the *Office of the Regulator-General Act* 1994.

**profile data** means, in respect of the **Licensee**, national electricity market settlement data (being the boundary load data less second tier interval metering data) for the 12 month period ending on a date specified by the **Office** under clause 8A.1 which has been factorised in a manner approved by the **Office**.

**relevant customer**, in relation to a supply of electricity from a **supply point**, has the same meaning as in any relevant **order**.

**retail business** means the business that a **retailer** carries on under its **retail licence** or exemption granted under the *Act*. 
retail licence means a licence granted under the Act to sell electricity otherwise than through the wholesale electricity market.

retailer means a person who holds, or is exempt from holding, a retail licence under the Act.

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

undertaking means an undertaking given by the Licensee under section 35(5)(a) of the Office of the Regulator-General Act 1994.

use of system agreement means an agreement between a retailer and a distributor which is necessary to ensure that, subject to the Act, electricity is distributed or supplied by means of the distributor's distribution system to the extent necessary to enable the retailer or other person to sell electricity to its customers.


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

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

In this licence, unless the context otherwise requires:

(a) headings and footnotes are for convenience only and do not affect the interpretation of this licence;

(b) words importing the singular include the plural and vice versa;

(c) words importing a gender include any gender;

(d) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency;

(e) a reference to a condition, clause, schedule or part is to a condition, clause, schedule or part of this licence;

(f) a reference to terms of an offer or agreement is to all terms, conditions and provisions of the offer or agreement;

(g) a reference to any statute including the Act and regulation, proclamation, order in council, ordinance or by-law includes all statutes, regulations, proclamations, orders in council, ordinances or by-laws varying, consolidating, re-enacting, extending or replacing them and a reference to a statute includes all regulations, proclamations, orders in council, ordinances, by-laws and determinations issued under that statute;

(h) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document;

(i) a reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns;

(j) when italicised, other parts of speech and grammatical forms of a word or phrase defined in this licence have a corresponding meaning;

(k) a period of time:

(i) which dates from a given day or the day of an act or event is to be calculated exclusive of that day; or

(ii) which commences on a given day or the day of an act or event is to be calculated inclusive of that day; and

(l) an event which is required under this licence to occur on or by a stipulated day which is not a **business day** may occur on or by the next **business day**.
## SCHEDULE 2
### VARIATIONS TO THE LICENCE

<table>
<thead>
<tr>
<th>Date</th>
<th>Reason for variation</th>
</tr>
</thead>
<tbody>
<tr>
<td>27 August 1998</td>
<td>To give effect to the variation in payment dates for annual licence fees and remove obsolete clauses</td>
</tr>
<tr>
<td>8 April 1999</td>
<td>To include a condition requiring the licensee to conduct audits of it compliance with licence, code and guideline obligations.</td>
</tr>
<tr>
<td>28 December 2000</td>
<td>To establish the regulatory framework for full retail competition, to reflect changes established by the Electricity Industry Act 2000 and to make other minor amendments.</td>
</tr>
<tr>
<td>8 March 2001</td>
<td>To amend the dispute resolution clause to establish the Energy and Water Ombudsman.</td>
</tr>
<tr>
<td>6 December 2001</td>
<td>To bring the licence up to date for developments in the full retail competition framework and to make other minor administrative amendments.</td>
</tr>
<tr>
<td>29 April 2002</td>
<td>To include the framework for common arrangements for the electronic communication of customer information between distributors and retailers.</td>
</tr>
<tr>
<td>31 July 2002</td>
<td>To clarify the retailers’ obligation to comply with guidelines published regarding confidentiality and informed consent and inclusion of information about greenhouse gas emissions on customer’s bills.</td>
</tr>
</tbody>
</table>