Office of the Regulator-General, Victoria

ELECTRICITY DISTRIBUTION LICENCE

POWERCOR AUSTRALIA LIMITED
ACN  064 651 109
FOR THE DOCKLANDS

As varied on
22 March 2001
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4.2 If:

(a) the Office has received a proposed default use of system agreement from the Licensee for approval under clause 4.1; and

(b) at the end of 60 business days after the day on which the proposed default use of system agreement was received by the Office (or such longer period after that day not exceeding 30 days as notified by the Office to the Licensee), the Office has not:

(1) approved the proposed default use of system agreement; or

(2) advised the Licensee that the proposed default use of system agreement will not be approved,

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

4.3 Where a retailer or other person who has made an application for a retail licence requests the Licensee to offer a use of system agreement (for a period when no use of system agreement otherwise would be in force), the Licensee must offer to enter into a use of system agreement in the form of the current default use of system agreement with the retailer or other person within three business days of the request unless a use of system agreement between the Licensee and the person making the request has been terminated due to a material breach and the circumstances giving rise to that breach remain unchanged such that if that former agreement was still in force there would be an unremedied breach.

4.4 The Licensee and a retailer or other person who has made an application for a retail licence may negotiate a use of system agreement with terms and conditions different to those included in the Licensee's default use of system agreement.

4.5 A default use of system agreement must contain terms and conditions which are fair and reasonable and do not unreasonably discriminate, or have the effect of creating unreasonable discrimination, between retailers or between customers of any retailer.

4.6 The Licensee must amend its default use of system agreement in accordance with any direction to do so given by the Office if:

(a) the Office is of the opinion that, without the amendment, the terms and conditions:

(1) are not fair and reasonable; or

(2) unreasonably discriminate, or have the effect of creating unreasonable discrimination, between retailers or between customers of any retailer; and

(b) the Office has given the Licensee an opportunity to make representations on the matter and to amend the default use of system agreement without such a direction.
4.7 Upon approval of a new default use of system agreement (under clause 4.1) or any required amendment to a default use of system agreement (under clause 4.6), the Licensee must:

(a) make an offer within 3 business days to each retailer with whom it has a use of system agreement to enter into a replacement use of system agreement in the form of the new default use of system agreement; and

(b) if such offer is accepted, terminate the existing use of system agreement.

The offer must remain open for acceptance by a retailer for at least 40 business days.

4.8 The Licensee must notify the Office as soon as practicable if:

(a) it gives any notice to a retailer in connection with the proposed termination of a use of system agreement; or

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

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

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

5.1 If a retailer or a customer requests the Licensee to offer:

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

(b) to supply electricity from the Licensee's distribution system to that electrical installation,

the Licensee must make such an offer within 20 business days in accordance with clauses 5.2 and 10 and subject to the Electricity Distribution Code and, if the request is made by a retailer, the offer must be consistent with the retailer's use of system agreement with the Licensee.

5.2 An offer by the Licensee under clause 5.1 must:

(a) if it is made to a retailer, require the retailer to ensure that the relevant customer complies with those provisions of the Electricity Distribution Code which are expressed to impose obligations on customers;

(b) if it is made to a customer, require the customer to comply with those provisions of the Electricity Distribution Code which are expressed to impose obligations on customers; or

(c) if it is made to a customer who is a generator, require the generator to comply with the provisions of the Electricity Distribution Code which are expressed to
impose obligations on customers unless otherwise agreed by the Licensee and the generator (both of whom in that respect must act reasonably).

5.3 Any question as to the reasonableness of an agreement between the Licensee and a generator under clause 5.2(c) shall be decided by the Office on the basis of the Office's opinion of the reasonableness of the requirement.

6. OBLIGATION TO OFFER CONNECTION SERVICES TO EMBEDDED GENERATORS

If an embedded generator (or a person who has made application or intends to make application for a generation licence or for an exemption granted under the Act) requests the Licensee to offer to provide connection services so as to allow the supply of electricity from an embedded generating unit of the embedded generator which is in the distribution area to the Licensee's distribution system, the Licensee must make such an offer within 65 business days in accordance with clause 10.

7. OBLIGATION TO OFFER UNDERGROUNDING AND SIMILAR SERVICES

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

(a) avoid or minimise any threat or possible threat to the health or safety of any person or any property or the environment or an element of the environment; or

(b) improve the amenity or appearance of the environment,

the Licensee must so participate and make an offer for such undergrounding or other relocation or modification within 20 business days in accordance with clause 10.

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

8.1 If a distributor (or a person who has made application or intends to make application for a distribution licence) requests the Licensee to offer:

(a) to provide services to facilitate the distribution of electricity by the distributor such as:

(1) power transfer capability services;

(2) reactive capacity at relevant points of connection;

(3) control protection and monitoring services;

(4) metering services; or

(b) to allow the distributor to:
(1) use the poles, trenches, conduits, communication lines and cables which the Licensee has a right to use other than by the operation of a provision in the distribution licence of another distributor which is identical or similar to this clause 8.1(b); or

(2) install or keep installed (as the case may be), use, maintain, modify and operate remote operations equipment,

and includes in the request all information the Licensee reasonably requires in order to make such an offer, the Licensee must make such an offer within 20 business days in accordance with clause 10.

8.2 The Licensee must ensure that it has sufficient rights in respect of all poles, trenches, conduits, communication lines and cables in the distribution area (other than those owned or controlled by another distributor licensed to distribute electricity for supply, and to supply electricity in the distribution area) to enter into an effective contract for their use by another distributor under clause 8.1(b)(1).

9. OBLIGATION TO OFFER PUBLIC LIGHTING SERVICES

9.1 If a public lighting customer requests the Licensee to provide public lighting services, the Licensee must make an offer to do so within 20 business days in accordance with clause 10.

9.2 If a public lighting customer accepts an offer made by the Licensee in accordance with clause 9.1, the Licensee must comply with the resulting contract.

9.3 If a public lighting customer:

(a) does not request or has not received an offer in accordance with clause 9.1; or

(b) has not accepted an offer made by the Licensee in accordance with clause 9.1,

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

(c) the Price Determination;

(d) any applicable approved statement; and

(e) the Public Lighting Code.

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

10. REQUIREMENTS FOR OFFERS

10.1 A Licensee’s obligation to make an offer within a number of business days under clause 5, 6, 7, 8 or 9 begins on the date when the Licensee receives the request or the date when the Licensee receives all information which the Licensee reasonably requires to make the offer, whichever is the later.
10.2 Any question as to the reasonableness of a requirement by the Licensee for information as contemplated by clause 10.1 shall be decided by the Office on the basis of the Office’s opinion of the reasonableness of the requirement.

10.3 An offer made by a Licensee under clause 5, 6, 7, 8 or 9 must include a price and other terms and conditions which are fair and reasonable and consistent with:

(a) any relevant guidelines;

(b) the Price Determination or any other applicable price determination made by the Office;

(c) any applicable approved statement; and

(d) in the case of clause 9, the Public Lighting Code.

10.4 Any question as to the fairness and reasonableness of a term or condition shall be decided by the Office on the basis of the Office’s opinion of the fairness and reasonableness of the term or condition.

10.5 Any question as to the relevance or applicability of a guideline, the Price Determination or approved statement shall be decided by the Office on the basis of the Office’s opinion of the relevance or applicability of the guideline, the Price Determination or approved statement.

10.6 If requested, the Licensee must not refuse to make an offer contemplated by clause 5, 6, 7, 8 or 9 unless:

(a) the Licensee has already made an offer in response to an earlier request and the offer has not been accepted; or

(b) the Licensee is permitted or required to do so by any of the regulatory instruments with which the Licensee must comply under clause 21, or any applicable law.

10.7 If the Licensee proposes to augment its distribution system in connection with an offer to provide services under clause 5, 6, 7, 8 or 9, the Licensee must, before making the offer, call for offers to perform the augmentation works from at least two other persons who compete in performing works of that kind (or who are capable of so competing). The Licensee must also comply with any relevant guideline.

10.8 The Licensee need not comply with clause 10.7 if:

(a) the Licensee and the person to whom the services are to be provided agree that the Licensee need not comply;

(b) subject to clause 10.9, a copy of the agreement contemplated in clause 10.8(a) is given to the Office together with such other information about the proposed augmentation as the Office may reasonably require; and

(c) subject to clause 10.9, within 20 business days after the copy of the agreement is given to the Office, the Office:
(1) gives the Licensee notice that the Office approves the agreement; or

(2) does not do so and does not notify the Licensee that the Office requires further time to consider whether or not to approve the agreement.

10.9 Clauses 10.8(b) and (c) do not apply where the total amount the Licensee proposes to charge in respect of the augmentation is less than an amount specified for this purpose by the Office in any guideline.

10.10 The Licensee also need not comply with clause 10.7 where:

(a) the Office, having notified the Licensee that the Office requires further time to consider whether or not to approve the agreement, as contemplated by clause 10.8(c)(2) at any time gives the Licensee notice that the Office approves the agreement;

(b) the Office is satisfied that the costs likely to be incurred in such a tendering process are likely to outweigh the benefits of the process, and notifies the Licensee accordingly; or

(c) the total cost to the Licensee of the augmentation is less than an amount specified for this purpose by the Office in any guideline.

11. PROVISION OF OTHER SERVICES

11.1 The terms on which the Licensee, in conducting its distribution business, provides services other than services of a kind referred to in clause 5, 6, 7, 8 or 9, must be fair and reasonable.

11.2 Any question as to the fairness and reasonableness of such terms and conditions shall be decided by the Office on the basis of the Office's opinion of the fairness and reasonableness of the terms and conditions.

12. OTHER AUGMENTATION WORKS

Where:

(a) the Licensee proposes to augment its distribution system otherwise than in connection with an offer to provide services under clause 5, 6, 7, 8 or 9; and

(b) a guideline requires the Licensee, before the Licensee performs or procures the performance of any augmentation works, to call for offers to perform the augmentation works,

the Licensee must call for offers to perform the augmentation works in accordance with that guideline.
13. TRANSMISSION CONNECTION ASSET PLANNING & AUGMENTATION

The Licensee is responsible for planning, and directing the augmentation of, transmission connection assets to assist it to fulfil its obligations under clause 5.

14. NATIONAL METERING IDENTIFIERS

14.1 The Licensee must issue a unique NMI for each metering installation in its distribution area (even in those cases where the National Electricity Code does not require it to do so) in a manner consistent with its obligations under the National Electricity Code.

14.2 The Licensee must issue a NMI under clause 14.1 prior to connecting a customer's electrical installation to the distribution system.

14.3 If a retailer makes a request for a NMI and NMI standing data in respect of a customer's supply point, the Licensee must provide the NMI and the NMI standing data as soon as possible but in any event within two business days of the request.

15. PROVISION OF INFORMATION TO THE RETAILER OF LAST RESORT

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

16. APPROVED STATEMENTS

16.1 The Licensee may submit to the Office for its approval and must do so within 20 business days of being required by the Office by notice to do so, a statement setting out any or all of:

(a) the charges it proposes to make for providing any services or doing any things of the kind referred to in clauses 5, 6, 7, 8, 9, and 11;

(b) maximum charges for such services or things;

(c) principles for setting such charges; and

(d) methodology for setting such charges.

16.2 The Licensee may submit to the Office for approval amendments to an approved statement and must do so within 20 business days of being required by the Office by notice to do so.

17. CONFIDENTIALITY

17.1 The Licensee must not:

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

unless the customer has given explicit informed consent to the use or disclosure or the Licensee is authorised by or under this licence or by law.

17.2 The Licensee must comply with any guideline concerning the use or disclosure of personal information about a customer.

18. STATEMENT OF CHARGES

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

19. COOPERATION WITH VENCORP

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

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

19.3 Any question as to the reasonableness of a requirement by VENCorP for information as contemplated by clause 19.3 shall be decided by the Office on the basis of the Office’s opinion of the reasonableness of the requirement.

20. NON-DISCRIMINATION IN CONDUCT OF BUSINESS

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

20.2 Without limiting clause 20.1, the Licensee must not use customer information or information about the activities of a retailer obtained by it in conducting its distribution business to gain an advantage for a retail business conducted by it or by a related body corporate if that information is not available to other retailers.

20.3 Any question as to the meaning of unreasonable discrimination or advantage, or the application of those concepts, shall be decided by the Office on the basis of the Office’s opinion of the matter.

21. COMPLIANCE WITH ORDERS, CODES AND GUIDELINES

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

(a) any order;

(b) the following codes:
(1) the *Electricity Distribution Code*;

(2) the *Electricity System Code*;

(3) the *Public Lighting Code*; and

(4) the *Retail Tariff Metering Code*;

(c) the *Price Determination*; and

(d) any *guideline* identified as one with which the *Licensee* must comply in this licence or in a code referred to clause 21.1(b).

21.2 The *Licensee* must monitor its compliance with this licence and any *order*, code or *guideline* it is required to comply with under clause 21.1.

21.3 If the *Licensee* becomes aware of a material breach by the *Licensee* of this licence or any *order*, code or *guideline* it is required to comply with under clause 21.1, the *Licensee* must notify the *Office* of the material breach as soon as practicable.

22. **STANDARDS AND PROCEDURES**

22.1 At the request of the *Office*, the *Licensee* must participate to the extent specified by the *Office* in the development, issue and review of any *standards and procedures* specified by the *Office*.

22.2 The *Licensee* must in accordance with any *guideline* published for this purpose, or as directed by the *Office*, report to the *Office* on its performance against applicable *standards and procedures*.

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

(a) the *Licensee* has failed to comply with clause 22.1; or

(b) *standards or procedures* applicable to the *Licensee* have been shown to be insufficient to prevent abuses by the *Licensee* of any monopoly power it enjoys,

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

23. **AUDITS**

23.1 The *Licensee* must appoint an independent auditor to conduct audits of:

(a) its compliance with obligations under this licence, including obligations to comply with codes and *guidelines*; and

(b) the reliability and quality of information reported by the *Licensee* to the *Office*, and the consistency of that information with the *Office’s* specifications.

23.2 The appointment of the auditor by the *Licensee* must be approved by the *Office*, subject to any terms and conditions specified by the *Office*.
23.3 The scope of the audit is to be approved by the \textit{Office} and must meet any minimum audit requirements specified by the \textit{Office}.

23.4 The audits must be conducted, and the results reported to the \textit{Office}, in accordance with any applicable guideline.

24. \textbf{DISPUTE RESOLUTION}

24.1 The \textit{Licensee} must submit to the \textit{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) \textit{a customer} about the \textit{Licensee}'s services, billing and charging; and

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

24.2 Unless it has been notified by the \textit{Office} that it need not comply with this clause 24.2, the \textit{Licensee} must comply with clause 24.1 by submitting to the \textit{Office} for its approval an ombudsman scheme and implementing any such scheme that the \textit{Office} has approved.

24.3 An ombudsman scheme that is implemented by the \textit{Licensee} to comply with clause 24.2 must contain and comply with terms and conditions that:

(a) bind the \textit{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 \textit{Office};

(b) provide the \textit{Licensee's customers} and aggrieved persons with ready and equal access to the scheme;

(c) subject to (d), present no cost barriers to \textit{customers};

(d) do not permit fees to be charged to, or costs to be awarded against, residential and small business \textit{customers};

(e) provide that the scheme be governed by a board consisting of an independent chairperson and equal numbers of \textit{customer} representatives appointed by the \textit{Office} and representatives appointed by the members of the scheme;

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

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

(h) require the board to inform the \textit{Office} of any proposed amendments of the scheme;

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

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

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;

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

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

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;

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;

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

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

provide for the Licensee to withdraw from the scheme subject to:

(i) the Office notifying the Licensee that it need not comply with clause 24.2;

(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 24.1.

25. SEPARATE ACCOUNTS

The Licensee must ensure that separate accounts are prepared for its distribution business in accordance with any guideline published for this purpose.
26. 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.

27. PAYMENT OF LICENCE FEES

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

27.2 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 date of September in each year and in the manner notified to the Licensee by the Office.

27.3 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.

28. ADMINISTRATOR

28.1 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.

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

29. COMPLIANCE WITH LAWS

The Licensee must comply with all applicable laws.

30. VARIATION

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

31. TRANSFER OF LICENCE

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

32. COMMUNICATIONS

32.1 A communication must be in writing.

32.2 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.

33. FULL RETAIL COMPETITION

33.1 From a date to be nominated by the Office in a communication and given to the Licensee, the Licensee must be ready to facilitate the introduction of full retail competition.

33.2 Without limiting clause 33.1, the Licensee must have the necessary systems and other resources identified in schedule 3 in place, tested and operational by the respective dates set out in schedule 3.

33.3 If the Licensee anticipates that it will be unable to meet any of its obligations under clause 33.1 or 33.2, it must immediately notify the Office and give reasons for its view.

THE COMMON SEAL of
THE OFFICE OF THE
REGULATOR-GENERAL
was affixed pursuant to
the authority of the Office
on 22 March 2001

[Signature]

JOHN C. TAMBLYN
Regulator-General
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 distribution business*.

*Approved statement* means a statement of the kind referred to in clause 16.1 that is submitted to and approved, by notice to the *Licensee*, by the *Office*.

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

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

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

*Connect* means the making and maintaining of contact between the electrical systems of two persons allowing the *supply* of electricity between those systems.

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

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

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

*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* which, in relation to the *Licensee*, is the area described in schedule 2.

*distribution business* means a business carried on by a *distributor* under its *distribution licence* or exemption granted under the *Act*. 
distribution fixed assets means any distribution fixed assets used by the Licensee to supply electricity including those which have been allocated to the Licensee by an allocation statement made under section 117 of the Electricity Industry (Residual Provisions) Act 1993 and dated 29 September 1993, even though they may be located in another distributor's distribution area.

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

distribution system in relation to a distributor, means a system of electric lines and associated equipment (generally at nominal voltage levels of 66kV or below) which that distributor is licensed to use to distribute electricity for supply under its distribution licence or exemption granted under the Act, excluding public lighting assets.

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

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

electricity business means each of:

(a) the Licensee's distribution business; and

(b) the Licensee's retail business.

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

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

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

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

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

explicit informed consent requires consent to be given in writing.

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

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

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

guideline means a guideline published by the Office.
Licensee means Powercor Australia Ltd ACN 064 651 109.

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

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

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

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

NMI means a national metering identifier.

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;

(d) the distributor’s network tariff.


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


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

public lighting customer means:

(a) VicRoads in respect of public lighting of declared roads (as defined in the Transport Act 1983);
(b) a municipal council in respect of public lighting in its municipal district other than public lighting of declared roads; and

c) the Docklands Authority in respect of public lighting in the docklands area (as defined in the Docklands Authority Act 1991) other than public lighting of declared roads.

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

(a) the operation of *public lighting assets*, including handling enquiries and complaints about public lighting, and dispatching crews to repair *public lighting assets*;

(b) the maintenance, repair, alteration, relocation and replacement of *public lighting assets*; and

(c) the installation of new *public lighting assets*.

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

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

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

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

*retail licence* means a licence granted under the Act to sell electricity otherwise than through the wholesale electricity market.

*Retail Tariff Metering Code* means the code of that name certified by the Office.

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

*standards and procedures* means:

(a) customer-related standards;

(b) overall performance standards;

(c) complaint handling, escalation and resolution policies, practices and procedures;

(d) security deposit, disconnection and credit policies, practices and procedures including practices and procedures concerning the installation and use of load limiters;

(e) rules and procedures for compensating *customers* for the Licensee’s failure to comply with any such standards, policies, practices and procedures; and

(f) procedures for the introduction of debit or prepaid meter cards or other prepayment schemes,
which are issued by the *Licensee* under clause 22.1 or by the *Office* under clause 22.3.

**supply** in relation to electricity, means the delivery of electricity.

**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*.

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

**undertaking** means an undertaking given by the *Licensee* under section 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*.

**VENCorp** means Victorian Energy Networks Corporation established under Part 2A of the *Gas Industry Act 1994*.

**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 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, 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 and by-laws 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:

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

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

(l) an event which is required under this licence to occur on or by a stipulated day which is not a business day may occur on or by the next business day.
SCHEDULE 2
DISTRIBUTION AREA
POWERCOR AUSTRALIA LIMITED DISTRIBUTION AREA
FOR THE DOCKLANDS

Comprises so much of the area described below as, at the date this licence takes effect, comprises part of the "Docklands area" under the Docklands Authority Act 1991:

At a point which is the junction of the centre of Moonee Ponds Creek and the northern boundary of Footscray Road; then easterly along the northern boundary of Footscray Road; then easterly along the northern boundary of Dudley Street, then south easterly along the north east boundary of Allotment ONE C of Section 98 (Vol. 10269 Fol. 527) in the City of Melbourne Parish of Melbourne North; then south easterly along the north east boundary of Allotment ONE D of Section 98 (Vol. 10269 Fol. 528) in the City of Melbourne Parish of Melbourne North; then south easterly along the north east boundary of Allotment ONE E of Section 98 (Vol. 10269 Fol. 529) in the City of Melbourne Parish of Melbourne North; then westerly along the southern boundary of Flinders Street; then westerly along the southern boundary of North Wharf Road; then southerly along the eastern boundary of Charles Grimes Bridge Road; then southerly along the eastern boundary of Charles Grimes Bridge; then southerly along the eastern boundary of Montague Street; then westerly along the southern boundary of Lorimer Street to the western boundary of Graham Street; then due north to the centre of Yarra River; then westerly along the centre of the Yarra River; then north easterly along Railway Canal; then northerly along the centre of Moonee Ponds Creek to the northern boundary of Footscray Road.
## SCHEDULE 3
**SYSTEM OR PROCESS REQUIREMENTS**

<table>
<thead>
<tr>
<th>System or Process</th>
<th>Date System to be Operational</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Transfer and NMI:</strong></td>
<td></td>
</tr>
<tr>
<td>• Establishment of systems and processes to allocate and maintain NMIs, with allocation completed</td>
<td>1 May 2001 for all metering installations</td>
</tr>
<tr>
<td>• Establishment of systems and processes to maintain NMI standing data required to be available pre-transfer; all data available</td>
<td>1 May 2001 for all metering installations</td>
</tr>
<tr>
<td><strong>Distributor / MSATS(^1)</strong> Interfaces</td>
<td></td>
</tr>
<tr>
<td><strong>Transfer and NMI:</strong></td>
<td></td>
</tr>
<tr>
<td>• Establishment of systems and processes to maintain NMI discovery and standing data required to be available pre-transfer via MSATS; all data available</td>
<td>24 September 2001(^2)</td>
</tr>
<tr>
<td>• Establishment of systems and processes to maintain the data required, including any additional standing data, to facilitate transfer via MSATS for which the licensee is responsible; all data available</td>
<td>24 September 2001</td>
</tr>
<tr>
<td>• Establishment of NMI, standing data and NMI discovery interfaces to MSATS</td>
<td>24 September 2001</td>
</tr>
<tr>
<td>• Establishment of customer transfer system interface to MSATS</td>
<td>24 September 2001</td>
</tr>
<tr>
<td><strong>Settlement Data:</strong></td>
<td></td>
</tr>
<tr>
<td>• Establishment of systems to interface with the central Meter Data Management (MDM) data base</td>
<td>24 September 2001</td>
</tr>
</tbody>
</table>

---

\(^1\) Market Settlement and Transfer Solution
<table>
<thead>
<tr>
<th>Compliance with Code³</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Meter Provision:</strong></td>
<td>30 June 2001</td>
</tr>
<tr>
<td>• Establishment of systems to manage Type 5 metering installations⁴</td>
<td></td>
</tr>
<tr>
<td><strong>Meter Data Services:</strong></td>
<td>30 June 2001</td>
</tr>
<tr>
<td>• Establishment of systems to manage Type 5 meter reading and Type 5 and 7 data processing and forwarding for settlement to the enhanced Metering Administration System (EMAS)</td>
<td>24 September 2001</td>
</tr>
<tr>
<td>• Establishment of data forwarding interface for metering installations Type 5, 6 and 7 (MSATS)</td>
<td></td>
</tr>
<tr>
<td>Full implementation of the Metrology Procedure obligations⁴ with respect to Type 7 including:</td>
<td></td>
</tr>
<tr>
<td>• Establishment and management of load, inventory and on/off tables as specified by the Metrology Procedure for Type 7 metering installations; data table complete</td>
<td>30 June 2001 (Public Lighting) and 24 September 2001 (all other Type 7 metering installations)</td>
</tr>
<tr>
<td>• Establishment and management of a system for calculation of trading interval energy data as specified by the Metrology Procedure for Type 7 metering installations</td>
<td></td>
</tr>
</tbody>
</table>

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² Corresponding to readiness to commence MSATS open market trial consistent with achieving the jurisdictional market start date for all customers of January 2002

³ National Electricity Code; including compliance with Metrology Procedure under the Code

⁴ Exclusivity in this role is intended (subject to the relevant jurisdictional derogations to the Code being granted by ACCC)
<table>
<thead>
<tr>
<th>Distributor / Retailer Interfaces</th>
<th>31 December 2000 &gt; 40 MWh customers, 31 December 2001 all customers</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Establishment of enhanced systems to manage billing, collection and credit management of network revenue with multiple retailers</td>
<td>31 December 2001</td>
</tr>
<tr>
<td>• Establishment of distribution / retailer interfaces to manage:</td>
<td></td>
</tr>
<tr>
<td>• Call centre enhancement for non-fault retailer queries</td>
<td></td>
</tr>
<tr>
<td>• Outage and fault call management for multiple retailers</td>
<td></td>
</tr>
<tr>
<td>• Electronic interface with retailers reconnection, disconnection and reconnection requests&lt;sup&gt;5&lt;/sup&gt;</td>
<td></td>
</tr>
</tbody>
</table>

<sup>5</sup> As required by the Distribution Code, section 9.1.11
## SCHEDULE 4
VARIATIONS TO THE LICENCE

<table>
<thead>
<tr>
<th>Date</th>
<th>Reason for variation</th>
</tr>
</thead>
<tbody>
<tr>
<td>22 March 2001</td>
<td>To establish the regulatory framework for full retail competition, to reflect changes established by the Electricity Industry Act 2000, to make other minor amendments and to amend the dispute resolution clause to establish the Energy and Water Ombudsman.</td>
</tr>
</tbody>
</table>