Simply Energy
(ABN 67 269 241 237)
A partnership between IPower Pty Limited (ACN 111 267 228) and IPower 2 Pty Ltd (ACN 070 374 293)

As varied on
25 October 2017
ELECTRICITY RETAIL LICENCE – SIMPLY ENERGY

ELECTRICITY RETAIL LICENCE

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1. DEFINITIONS AND INTERPRETATION

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

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

2. GRANT OF LICENCE

2.1 Subject to:

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

(b) any prohibition on the Licencee 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 Licencee is authorised to sell electricity.

2.2 Under this licence, the Licencee may not sell electricity through the wholesale electricity market.

3. TERM

3.1 This licence takes effect on and from 28 June 2005.

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

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

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

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

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

in which case, subject to clause 3.7, 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 Commission's opinion is causing serious and immediate detriment to customers,

the Commission 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 Commission 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. ENERGY ONLY CONTRACTS AND CUSTOMERS IN EMBEDDED NETWORKS

5.1 The Licensee must not enter into a contract for the sale of electricity with a relevant customer unless the contract also provides for the provision or procurement by the Licensee of distribution services.

5.2 Clause 5.1 does not apply if:

(a) the relevant customer has informed the Licensee that the relevant customer has entered into an agreement with a licensed distributor for the provision of distribution services; or

(b) the relevant customer takes an intermediary distribution or supply of electricity (as defined in the General Exemption Order) from a distributor exempt from the requirement to hold a distribution licence under the General Exemption Order.

6. USE OF SYSTEM AGREEMENTS

6.1 Subject to clause 6.4, 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. Each use of system agreement must be in writing.
6.2 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 an offer.

6.3 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, is to be decided by the Commission on the basis of the Commission’s opinion on the matter.¹

6.4 If the Licensee is also a distributor, clause 6.1 does not require the Licensee to have a use of system agreement with itself. The Licensee instead must act on the notional basis that the Licensee’s retail business has and must comply with a use of system agreement with the Licensee’s distribution business. That notional use of system agreement must be in writing.

6.5 Clause 6.1 does not apply to the Licensee in respect of a distributor until 60 business days after the date on which the Commission first approved a default use of system agreement submitted to the Commission by the relevant distributor under its distribution licence.

7. CONTRACTS WITH CUSTOMERS

7.1 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 Energy Retail Code. If a term or condition of the Energy Retail Code is incorporated by reference into the contract, it is taken to be expressly dealt with.

7.2 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 from a tariff offered by the Licensee in accordance with its obligation under clause 8.1 unless the terms and conditions of the contract are materially different to the terms and conditions offered with that tariff.

7.3 Each term or condition of the Energy Retail Code is a term or condition with which a contract for the sale of electricity to a relevant customer must not be inconsistent.²

7.4 The Licensee must comply with the terms and conditions of any contract for the sale of electricity with a relevant customer.

¹ This provision may be amended if the Commission approves and publishes in final form its new Electricity Ring-Fencing Guideline, so that the discrimination terminology in this provision is more consistent with the terminology in that guideline.

² For the purposes of section 36(1)(b) of the Act.
8. OBLIGATION TO OFFER TO SELL

8.1 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 Commission and published by the Licensee in the Government Gazette at least 2 months before they take effect.

8.2 The obligation of the Licensee under clause 8.1 does not apply to the extent nominated by the Commission in any communication given to the Licensee.

8.3 An offer in accordance with clause 8.1 must be made to a domestic or small business customer by the Licensee within ten business days after a request from the customer.

8.4 If a domestic or small business customer accepts an offer made by the Licensee in accordance with clause 8.1, the Licensee must comply with the resulting contract.

8.5 This clause 8 applies subject to section 35 of the Act and to any order in force under section 13 of the Act.

9. INFORMATION TO CUSTOMERS

9.1 The Licensee must include at least the following information in a bill issued to the 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.

9.2 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.

9.3 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:
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(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.

9.4 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 such other languages as are agreed with the Commission (and the terms and conditions must actually be available in those languages).

9.5 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:

(a) that the contract is due to expire;

(b) when the expiry will occur;

(c) 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

(d) 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).

9.6 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.
10. PAYMENT METHODS

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

10.2 The Licensee must notify the Commission at least 20 business days prior to the 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 Commission in a communication given to the Licensee, the Licensee must submit to the Commission 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 Commission under section 27 of the Act.

12.3 Despite clause 7.1, in approving proposed terms and conditions under clause 12.2 the Commission may approve terms and conditions which do not deal with the subject matter of all of the provisions of the Energy Retail Code.

12.4 The requirement under clause 12.2:

(a) applies only if the Licensee is so directed by the Commission 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:

(A) after three months;

(B) when the customer advises the Licensee in writing that the sale is no longer required;

(C) when the customer transfers to another retailer; or
(D) 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 Commission 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 Commission 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 is to be decided by the Commission on the basis of the Commission’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;

(5) the Energy Retail Code;

(c) any guideline, if the guideline itself requires the Licensee to comply or the Commission has informed the Licensee that compliance is required by way of a communication given to the Licensee by the Commission;

(d) a code dealing with retailers’ marketing conduct which has been developed by retailers, to the extent required by the Commission (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 Commission after further consultation with the Licensee and representatives of customers and identified in a communication given by the Commission 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 Commission of the material breach as soon as reasonably practicable.
15. REGULATORY AUDITS

15.1 Upon request by the Commission, the Licensee must appoint an independent auditor to conduct audits of:

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

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

15.2 The Licensee must comply, and must require the Licensee’s auditor to comply, with relevant aspects of any guideline dealing with audits under this clause 15, including any minimum requirements relating to the appointment of the auditor, the terms and conditions of the appointment of the auditor, the scope of the audit, the conduct of the audit and the reporting of the results of the audit.

16. DISPUTE RESOLUTION

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

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

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

16.2 Unless it has been notified by the Commission that it need not comply with this clause 16.2, the Licensee must comply with clause 16.1 by submitting to the Commission for its approval an ombudsman scheme and implementing any such scheme that the Commission has approved.

16.3 An ombudsman scheme that is implemented by the Licensee to comply with clause 16.2 must contain and comply with terms and conditions that:

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

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

(c) subject to clause 16.3(d), present no cost barriers to customers;

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

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

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

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

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

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

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

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

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

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

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

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

(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 Commission and other interested parties; and
(s) provide for the Licensee to withdraw from the scheme subject to:

(i) the Commission notifying the Licensee that it need not comply with clause 16.2;

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

(iii) the Licensee satisfying the Commission that the Licensee complies with clause 16.1.

17. SEPARATE ACCOUNTS

The Licensee must ensure that separate accounts are prepared for its retail business.

18. PROVISION OF INFORMATION TO THE COMMISSION

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

19. PAYMENT OF LICENCE FEES

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

19.2 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 financial year or paid in one payment on or before the last day of September in each financial year and in the manner notified to the Licensee by the Commission.

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

20. ADMINISTRATOR

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

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

21. COMPLIANCE WITH LAWS

The Licensee must comply with all applicable laws.
22. **VARIATION**

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

23. **TRANSFER OF LICENCE**

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

24. **COMMUNICATIONS**

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

24.2 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*.

25. **MATERIAL CHANGE**

25.1 The *Licensee* must promptly inform the *Commission* of any material change.

25.2 For the purpose of this clause, a material change means any material change in the financial viability, technical capacity or corporate structure of the *Licensee*, including (but not limited to):

(a) its business, property or financial conditions;

(b) its ability to comply with its obligations under this Licence;

(c) changes in shareholdings of the *Licensee* including the ultimate holding companies of each *partner*; and

(d) changes of key personnel,

from those existing at the Commencement Date or last notified to the *Commission*.
25.3 If the Commission is notified of or becomes aware of a material change, the Commission may take such steps or make such variations to the Licence as it considers necessary, in accordance with the relevant provisions of the Essential Services Act 2001.

26. COMPLIANCE WITH LICENCE BY ALL LICENSEES

Each Licensee must ensure the other Licensee complies with the conditions of this licence.

27. SPECIAL CONDITIONS

This licence is issued to the Licensee and subject to the conditions that:

(a) the Licensee must carry on and conduct its business (including the activities authorised by this licence) not separately but collectively as a partnership established under the Partnership Act 1958 and in accordance with and for the purposes of the Simply Energy partnership.

(b) the Partners must be the only partners of the Simply Energy partnership.

(c) if there is any change in the companies or other entities comprising the Simply Energy partnership (including without limitation, as a result of a Partner transferring the whole or part of its interest in the Simply Energy partnership, an application must immediately be made to the Commission for:

(i) the transfer of this licence to those companies or other entities which, after the change in ownership, comprise the partnership; or

(ii) the revocation of this licence. If an application for revocation is made, this licence may be revoked by the Commission by giving notice to the Licensee.

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Dr Ron Ben-David  
CHAIRPERSON

Essential Services Commission 25 October 2017
SCHEDULE 1
DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

In this licence:

_Act_ means the *Electricity Industry Act 2000._

_administrator_ means an administrator appointed by the _Commission_ under section 34 of the _Act_ in respect of the _Licensee's 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._

_Commission_ means the Essential Services Commission under the *Essential Services Commission Act 2001._

_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 _Commission_ by a _distributor_ under clause 4.1 of its _distribution licence_ and approved by the _Commission_, as amended (if at all) at the direction of the _Commission_ under clause 4.7 of that licence.

_distribution area_ in relation to a _distributor_ who holds a _distribution licence_, means the area in which the _distributor_ may distribute or supply electricity under the _distribution licence._

_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 or supply electricity granted under the _Act._
distribution services means the transportation and delivery of electricity through a distribution system and any other service which a distributor includes in its network tariff.

distribution system in relation to a distributor, means a system of electric lines (generally at nominal voltage levels of 66 kV or below) which the distributor uses to distribute or supply electricity.

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

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 Customer Metering Code means the code of that name certified by the Commission.

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

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

Energy Retail Code means the code setting out terms and conditions relevant to contracts for the supply or sale of electricity determined by the Commission under the Act.

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

enforcement order means a provisional or final order made and served by the Commission under section 53 of the Essential Services Commission Act 2001.

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

General Exemption Order means the exemption order made under section 17 of the Act coming into effect on 1 May 2002 or any successor order.

guideline means a guideline published by the Commission.

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 IPower Pty Ltd (ACN 111 267 228) and IPower 2 Pty Ltd (ACN 070 374 293) not separately but collectively as a partnership established under the Simply Energy partnership.

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.

objectives means the objectives specified in section 10 of the Act and section 8 of the Essential Services Commission Act 2001.

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.

Partners means each of the companies or entities individually or collectively comprising the Licensee.
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 to sell electricity granted under the Act.

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

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 53(5)(a) of the Essential Services Commission Act 2001.

use of system agreement means an agreement between a retailer (or other person who has made an application for a retail licence) and a distributor which is necessary to ensure that, subject to the Act, electricity is distributed or supplied by means of the distributor’s distribution system to the extent necessary to enable the retailer (or other person) to sell electricity to its customers.


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

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

2. INTERPRETATION

In this licence, unless the context otherwise requires:

(a) headings, footnotes and schedule 2 are each for convenience only and do not affect the interpretation of this licence;

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

(c) words importing a gender include any gender;

(d) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency;
(e) a reference to a condition, clause, schedule or part is to a condition, clause, schedule or part of this licence;

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

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

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

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

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

(k) a period of time:

(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;

(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;

(m) the obligations of the Licensees under the conditions of this licence are joint and several obligations of each Licensee; and

(n) any provision of this licence that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this licence nor affect the validity or enforceability of that provision in any other jurisdiction.
SCHEDULE 2: Variations

<table>
<thead>
<tr>
<th>Date</th>
<th>Reason for Variation</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 October 2007</td>
<td>Change of business name from EA-IPR Retail Partnership to Simply Energy.</td>
</tr>
<tr>
<td>25 October 2017</td>
<td>To standardise licence conditions relating to compliance with the Energy Retail Code.</td>
</tr>
</tbody>
</table>