GAS RETAIL LICENCE

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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 gas to persons or classes of persons specified by any order in force under section 35 of the Act and deemed by that section to be included in a condition of this licence,

the Licensee is licensed to sell gas by retail.

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 Licensee that this licence should be revoked, in which case the term of this licence ends on the day agreed.

3.4 The Commission may at any time give notice of revocation in accordance with 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 Commission 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 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. OBLIGATION TO PURCHASE GAS

The Licensee must use reasonable endeavours to purchase, or obtain a supply of, gas on and subject to commercial terms and conditions, to meet its customers' requirements for gas.

5. RELIABILITY OF SUPPLY

5.1 The Licensee must comply with any standard relating to the reliability of supply of gas which is determined under section 33 of the Act. If any standard is so determined, the Licensee must, whenever required by the Commission, demonstrate its actual and prospective compliance with such standard.

5.2 The Licensee must notify the relevant distributor (and VENCorp as required) of the Licensee's contractual arrangements with the Licensee's customers relating to interruption or curtailment of supply within 21 business days of entering into such arrangements.

5.3 If the Licensee is notified by a distributor of any interruption or curtailment of delivery of gas at a distribution delivery point, the Licensee must use reasonable endeavours to ensure that its customers comply with any reasonable requirement set out in the notice.

6. CONTRACTS WITH CUSTOMERS

6.1 The Licensee must not enter into a contract for the sale of gas 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.

6.2 The Licensee must not enter into any contract for the sale of gas 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 7.1 unless the terms and conditions of the contract are materially different to the terms and conditions offered with that tariff.

6.3 Subject to the Energy Retail Code, each term or condition of the Energy Retail Code is a term or condition with which a contract for the sale of gas to a relevant customer must not be inconsistent.¹

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

¹ For the purposes of section 43(1)(b) of the Act.

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6.5 Clause 24.4 of the Energy Retail Code sets out an event on the happening of which a *deemed contract* under section 46(5)(b) of the Act comes to an end.

7. **OBLIGATION TO OFFER TO SELL**

7.1 The Licensee must offer to supply and sell gas 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.

7.2 The obligation of the Licensee under clause 7.1 does not apply to the extent nominated by the Commission 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 42 of the Act and to any order in force under section 21 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 gas:

(a) the Metering Installation Reference Number (MIRN) (including the MIRN checksum) assigned to the customer’s metering installation or, if there is no assigned MIRN, the meter number or another unique identifying mark assigned to the customer’s metering installation;

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

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

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 13 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 gas;

(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 Commission (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 in accordance with any communication given to the Licensee by the Commission.

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).

9. HOT WATER METERING

9.1 The Licensee must, for a customer for which it is providing services associated with bulk hot water, ensure that each hot water metering installation is provided, replaced, installed, repaired and maintained in accordance with all applicable laws and any applicable guideline.

9.2 Without limiting clause 9.1, within 20 business days after receiving a request for the provision, replacement, installation, repair or maintenance of a hot water metering installation which is not functioning in accordance with all applicable laws and any applicable guideline, the Licensee must offer to provide the service requested on terms which are fair and reasonable and which are not inconsistent in the opinion of the Commission with any applicable guideline.

9.3 If a customer replaces the Licensee with another retailer as the supplier of bulk hot water services for a multi-unit dwelling, the Licensee must, if it is the owner of the relevant hot water metering installation, on request offer to sell that hot water metering installation to the other retailer on fair and reasonable terms and conditions.

9.4 Any question as to the fairness and reasonableness of the terms and conditions of an offer made under clause 9.3 shall be decided by the Commission on the basis of the Commission’s opinion of the fairness and reasonableness of the terms and conditions.

10. CONFIDENTIALITY

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

11. PAYMENT METHODS

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

11.2 The Licensee must notify the Commission 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.

12. 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 49 of the Act.
13. RETAILER OF LAST RESORT

13.1 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 gas in accordance with the requirement under clause 13.2.

13.2 Subject to clause 13.3, the Licensee must sell gas to a customer at tariffs and on terms and conditions approved or determined by the Commission under section 34 of the Act.

13.3 Despite clause 6.1, in approving proposed terms and conditions under clause 13.2 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.

13.4 The requirement under clause 13.2:

(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 gas 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 gas with the Licensee,

whichsoever occurs first.

13.5 As soon as practicable after being notified by the Commission or otherwise becoming aware of its obligation to a customer under clause 13.2, 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 gas under section 34 of the Act;

(c) of the date the deemed contract commenced;

(d) of the tariff and the terms and conditions of the deemed contract;
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 gas has been sold to the customer by the other retailer prior to the occurrence of the last resort event and what amount of gas has been and will be sold to the customer by the Licensee after the occurrence of the last resort event;

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 13.5 is required to be given;

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;

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 gas by the Licensee is no longer required; and

of how and where to obtain further information.

13.6 If the Licensee must publish notice of tariffs, terms and conditions in the Government Gazette under section 34(9) of the Act, the Licensee must do so as soon as practicable after the Commission approves the tariffs, terms and conditions.

14. CO-OPERATION WITH VENCORP

14.1 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.

14.2 A question as to the reasonableness of a requirement by VENCorp for information as contemplated by clause 14.1 shall be decided by the Commission on the basis of the Commission's opinion of the reasonableness of the requirement.

15. COMPLIANCE WITH ORDERS, CODES AND GUIDELINES

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

(a) any order;

(b) any retail rules;

(c) the Gas Distribution System Code;

(d) the Energy Retail Code;
(e) any guideline identified as one with which the Licensee must comply in section 64(a) of the Act, in this licence or in a code referred to in this clause 15.1;

(f) any scheme or schemes approved by the Commission under sections 62 and 63 of the Act;

(g) 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; and

(h) if after consultation with retailers and representatives of customers there is no identified code to which paragraph (f) 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.

15.2 The Licensee must monitor its compliance with this licence and any order, code or guideline it is required to comply with under clause 15.1.

15.3 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.

16. AUDITS

16.1 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.

16.2 The appointment of the auditor by the Licensee must be approved by the Commission, subject to any terms and conditions specified by the Commission.

16.3 The scope of the audit is to be approved by the Commission and must meet any minimum audit requirements specified by the Commission.

16.4 The audits must be conducted, and the results reported to the Commission, in accordance with any applicable guidelines.

17. MATERIAL CHANGE

17.1 The Licensee must promptly inform the Commission of any material change.
17.2 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;

(d) changes of key personnel,

from those existing at the Commencement Date or last notified to the Commission.

17.3 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.

18. DISPUTE RESOLUTION

18.1 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.

18.2 Unless it has been notified by the Commission that it need not comply with this clause 21.2, the Licensee must comply with clause 21.1 by submitting to the Commission for its approval an ombudsman scheme and implementing any such scheme that the Commission has approved.

18.3 An ombudsman scheme that is implemented by the Licensee to comply with clause 21.2 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 (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 21.2;

(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 21.1.

19. SEPARATE ACCOUNTS

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

20. 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.

21. PAYMENT OF LICENCE FEES

21.1 The Licensee must pay as directed by the Commission a licence fee determined in accordance with section 30 of the Act.

21.2 Insofar as a fee or charge determined by the Minister under section 30 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.

21.3 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 30 of the Act.

22. ADMINISTRATOR

22.1 If an administrator is appointed to the Licensee's business under section 41 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.

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

23. COMPLIANCE WITH LAWS

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

This licence may be varied in accordance with section 38 of the *Act*.

25. **TRANSFER OF LICENCE**

This licence may be transferred in accordance with section 40 of the *Act*.

26. **COMMUNICATIONS**

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

26.2 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.

27. **SEVERABILITY OF PROVISIONS**

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.

28. **COMPLIANCE WITH LICENCE BY ALL LICENSEES**

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

29. **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 Simply Energy 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.

THE COMMON SEAL of the
ESSENTIAL SERVICES COMMISSION

was affixed pursuant to the authority
of the Commission

Dr Ron Ben-David

CHAIRPERSON
SCHEDULE 1
DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

In this licence:

*Act* means the *Gas Industry Act 2001.*

*administrator* means an administrator appointed by the *Commission* under section 41 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 gas from a *retailer* and includes other *retailers.*

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

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

*distribution area*, in relation to a *distributor*, means the area in which the *distributor* (is licensed to distribute gas 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 gas granted under the *Act.*

*distribution system* means in relation to a *distributor* a system of gas distribution pipelines (generally at pressure levels of 1050 kPa or below) which that *distributor* uses to supply gas to *customers.*

*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 gas from a *supply point,* has the same meaning as in any relevant *order.*
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.

gas business means the Licensee's retail business.

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

Energy Retail Code replaces the Gas Retail Code effective from 1 January 2005 and means the code of that name setting out terms and conditions relevant to contracts for the supply or sale of gas determined by the Commission under the Act.

gas safety obligations means any obligation of the Licensee arising under or in relation to the Gas Safety Act 1997 or regulations made under that Act.

guideline means a guideline published by the Commission.

hot water metering installation means a metering installation and associated equipment at a supply point which measures and records the flows of gas and hot water, consisting at a minimum of a gas metering installation, two or more hot water meters and a master cold water meter.

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 gas from a wholesale gas market or a producer 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 Partnership Act 1958 trading as Simply Energy.

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

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 gas 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.

personal information means information or opinion which constitutes “personal information” under the Privacy Act 1988 (Cth) or would constitute personal
information if the term “individual” as used in that Act extended to any type of 
customer, including a body corporate.

policy objectives means the objectives specified in section 18 of the Act and section 8 

relevant customer, in relation to a supply of gas 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 gas by retail.

retail rules means the relevant retail gas market rules (as defined in Division 2 of Part 4 
of the Act) applicable to supply points in respect of which the Licensee sells gas.

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

supply point means a point on a distribution system at which gas is withdrawn from the 
distribution system for delivery to a customer which is normally located at:

(a) the inlet of a natural gas installation of a customer; or

(b) the outlet of a meter; or

(c) the end of a main.

Ultimate holding company has the same meaning as in the Corporations Act 2001 
(Cth)

undertaking means an undertaking given by the Licensee under section 53(5)(a) of the 

VENCorp means Victorian Energy Networks Corporation established under Part 2A of 

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;

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