



GAS RETAIL LICENCE

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**

C/17/19624

GAS RETAIL LICENCE CONTENTS

1.	DEFINITIONS AND INTERPRETATION.....	4
2.	GRANT OF LICENCE	4
3.	TERM.....	4
4.	OBLIGATION TO PURCHASE GAS	5
5.	RELIABILITY OF SUPPLY	5
6.	CONTRACTS WITH CUSTOMERS.....	5
7.	OBLIGATION TO OFFER TO SELL.....	6
8.	INFORMATION TO CUSTOMERS.....	6
9.	HOT WATER METERING	8
10.	CONFIDENTIALITY	8
11.	PAYMENT METHODS	8
12.	COMMUNITY SERVICE OBLIGATION AGREEMENTS.....	8
13.	RETAILER OF LAST RESORT	9
14.	CO-OPERATION WITH VENCORP	10
15.	COMPLIANCE WITH ORDERS, CODES AND GUIDELINES	10
16.	AUDITS	11
17.	MATERIAL CHANGE.....	11
18.	DISPUTE RESOLUTION.....	12
19.	SEPARATE ACCOUNTS	14
20.	PROVISION OF INFORMATION TO THE <i>COMMISSION</i>	14
21.	PAYMENT OF LICENCE FEES	14
22.	ADMINISTRATOR.....	14
23.	COMPLIANCE WITH LAWS	14

24. VARIATION	15
25. TRANSFER OF LICENCE.....	15
26. COMMUNICATIONS	15
27. SEVERABILITY OF PROVISIONS.....	15
28. COMPLIANCE WITH LICENCE BY ALL LICENSEES	15
29. SPECIAL CONDITIONS	15
SCHEDULE 1 DEFINITIONS AND INTERPRETATION	17
SCHEDULE 2: Variations.....	22

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*.

- 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*,
 whichever 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*;

- (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 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*;
- (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 13.5 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 gas by the *Licensee* is no longer required; and
- (i) 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 of the *Essential Services Commission Act 2001*.

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 *Essential Services Commission Act 2001*.

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

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

Date	Reason for Variation
24 October 2007	Change of business name from EA-IPR Retail Partnership to Simply Energy .
25 October 2017	To standardise licence conditions relating to compliance with the Energy Retail Code.