

Memorandum of Understanding

Between

AusNet Electricity Services Pty Ltd (ABN 91 064 651 118) of Level 31, 2 Southbank Boulevard, Southbank, Victoria 3006 (**AusNet Services**)

and

Australian Energy Regulator of Level 17, Casselden, 2 Lonsdale Street, Melbourne, Victoria 3000 (**AER**)

and

Tony Robinson of Level 31, 2 Southbank Boulevard, Southbank, Victoria 3006 in his capacity as the Chair of the Customer Forum (Chair) on behalf of the Customer Forum,

(together, the **Parties**).

Recitals

- A. The AER has statutory responsibility under the National Electricity Law and the National Electricity Rules for determining the revenue allowance for AusNet Services' regulated electricity distribution network business for the five year regulatory control period commencing 1 July 2021 (EDPR 2021-26).
- B. AusNet Services and the AER would like to:
 - i. improve the speed and reduce the cost of the regulatory review process;
 - ii. enhance consumer confidence in the regulatory review process; and
 - iii. improve the overall outcomes of the regulatory review process with a view to promoting the long-term interests of consumers of electricity.
- C. AusNet Services and the AER have agreed to implement arrangements to establish and support a customer representative body to represent the perspectives and preferences of AusNet Services' customers in negotiations with AusNet Services about key elements of its Regulatory Proposal during the preparatory and development phases of that proposal.
- D. The Parties agree the Customer Forum will be constituted and will operate in accordance with the terms of this MOU.

1. Definitions and Interpretation

1.1 Definitions

In this MOU, unless the contrary intention appears words have the meanings given to them in Schedule 1.

1.2 Interpretation

- (a) In this MOU, except where the context otherwise requires:
 - (i) the singular includes the plural and vice versa, and a gender includes other genders;

- (ii) another grammatical form of a defined word or expression has a corresponding meaning;
- (iii) a reference to a clause, paragraph, schedule, attachment or annexure is to a clause or paragraph of, or schedule, attachment or annexure to, this MOU, and a reference to this MOU includes any schedule, attachment or annexure;
- (iv) a reference to currency is a reference to Australian currency unless otherwise specified;
- (v) a reference to a Party to a document includes the Party's executors, administrators, successors and permitted assigns and substitutes;
- (vi) a reference to AusNet Services or its Related Bodies Corporate includes the officers, employees, agents and sub-contractors of that entity;
- (vii) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (viii) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (ix) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (x) headings are for ease of reference only and do not affect interpretation;
- (xi) a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this MOU or any part of it;
- (xii) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day;
- (xiii) nothing contained in this MOU affects, prejudices or derogates from the rights, powers, functions and authorities of the AER under the provisions of any statute, subordinate instrument, including the National Electricity Law and the National Electricity Rules, or under any declared policy of the AER; and
- (xiv) the terms of this MOU do not and are not intended to fetter any decision required to be made by the AER or any other government authority under any statute or subordinate instrument, including the National Electricity Law and the National Electricity Rules.

1.3 Inconsistency

- (a) In the event of an inconsistency, the inconsistent provisions will be deemed deleted to the extent of any inconsistency, unless that provision states expressly that it is intended to take precedence.

2. Purpose and objectives of the Customer Forum

2.1 Formation

- (a) AusNet Services and the AER agree to implement arrangements to establish the Customer Forum.

2.2 Purpose

- (a) The purpose of the Customer Forum is to represent the perspectives and preferences of AusNet Services' customers in negotiations with AusNet Services regarding certain matters in the Regulatory Proposal with a view to, as far as possible, reaching an

agreed position on those matters that, in the opinion of the Customer Forum, will or is likely to contribute to the achievement of the National Electricity Objective.

2.3 Objectives

- (a) The objectives of the Customer Forum are to, within the Scope of Negotiation:
 - (i) understand and represent to AusNet Services the perspectives and preferences of AusNet Services' customers;
 - (ii) seek to understand AusNet Services' business, including its revenue requirements;
 - (iii) identify the elements of the Regulatory Proposal which, in the opinion of the Customer Forum, will or are likely to contribute to the achievement of the National Electricity Objective;
 - (iv) negotiate with AusNet Services with a view to preparing, as far as possible, a Regulatory Proposal that, in the opinion of the Customer Forum, will or is likely to contribute to the achievement of the National Electricity Objective;
 - (v) provide input into AusNet Services' customer research program for EDPR 2021-26;
 - (vi) prepare the draft version of the Engagement Report and the Final version of the Engagement report;
 - (vii) understand and operate within the constraints of the regulatory framework established by the National Electricity Law, the National Electricity Rules and the regulatory instruments developed by the AER or other jurisdictional regulators, as applicable.

2.4 General

- (a) The Parties undertake to do all such things as may be necessary or desirable for the purpose of giving effect to this MOU and shall cooperate with each other and act in good faith with a view to securing the objectives set out in clause 2.3. This does not in any way limit any of the functions or powers conferred upon the AER by the National Electricity Law and National Electricity Rules, including to make a revenue determination for AusNet Services.
- (b) Each Member will be accountable to AusNet Services and the AER for ensuring they act at all times in a manner consistent with the purpose and objectives set out in clauses 2.2 and 2.3 respectively and otherwise in accordance with this MOU.

3. Constitution

- (a) The Customer Forum will consist of a chair and 4 ordinary members, each of whom will be appointed by AusNet Services.
- (b) Each Member must be capable of credibly representing the perspectives and preferences of the spectrum of AusNet Services' customers.
- (c) The procedure and terms governing the appointment of the Members is set out in Schedule 2.
- (d) The Customer Forum is constituted solely for the purpose set out in clause 2.1. The Customer Forum is not expected to be involved in policy decisions, nor is it intended to be a voice for the community generally in relation to matters outside the remit of clause 2.
- (e) The Customer Forum is independent of AusNet Services and the AER and any other organisation, group, entity, association or customer group, and must conduct itself accordingly.

4. Customer Forum

4.1 General

- (a) The Customer Forum may undertake such activities as it considers (having regard to the need to keep within the Forum Budget) to be necessary or desirable in order to achieve the objectives set out in clause 2.3.

4.2 Meetings

- (a) The Customer Forum is to meet regularly, on a schedule to be agreed by the Members and approved by AusNet Services.
- (b) The Customer Forum may determine the manner in which its meetings are conducted.

4.3 Negotiations with AusNet Services

- (a) The Customer Forum and AusNet Services shall enter into negotiations within the Scope of Negotiation with a view to reaching, as far as possible, agreement on:
 - (i) the Regulatory Proposal; or
 - (ii) specific matters that form part of the Regulatory Proposal, having regard to the Regulatory Proposal as a whole.
- (b) The Customer Forum and AusNet Services shall agree the Scope of Negotiation, having regard to the following considerations:
 - (i) the requirements of the National Electricity Law and the National Electricity Rules;
 - (ii) the extent to which AusNet Services has discretion to propose a matter;
 - (iii) the extent to which the position taken in the Regulatory Proposal on the matter is or can be influenced by customer views;
 - (iv) the materiality of the proposed expenditure during the regulatory control period;
 - (v) the extent to which an expenditure trade-off is available; and
 - (vi) the technical complexity of the matter and the degree of specialist expertise required to assess it.
- (c) The Customer Forum and AusNet Services may agree to vary the Scope of Negotiation from time to time.
- (d) The Scope of Negotiation and any variations must be agreed with the AER.

5. Engagement Report

- (a) The Customer Forum, in consultation with AusNet Services, will prepare and publish the draft version of the Engagement Report and the final version of the Engagement Report.
- (b) The Customer Forum will prepare:
 - (i) a draft of the Engagement Report after the first round of negotiation;
 - (ii) the final version of the Engagement Report after the second round of negotiation.
- (c) The Customer Forum will prepare the draft version of the Engagement Report and the final version of the Engagement Report by the dates agreed by the Customer Forum and AusNet Services.
- (d) The draft version of the Engagement Report and the final Engagement report shall:

- (i) identify the matters in the Regulatory Proposal that are within the Scope of Negotiation and were considered by the Customer Forum;
- (ii) to the extent there is agreement between the Customer Forum and AusNet Services as to how one or more of the matters identified in paragraph 5(d)(i) are addressed in the Regulatory Proposal:
 - (1) confirm the nature and scope of the agreement; and
 - (2) explain how the matter is consistent with or best reflect the perspectives and preferences of AusNet Services' customers, including by reference to customer research or consultation undertaken;
- (iii) to the extent there remain areas of disagreement between the Customer Forum and AusNet Services about one or more matters within the Scope of Negotiation:
 - (1) identify the areas of agreement and the areas of disagreement;
 - (2) for the areas of agreement, provide the information required in clause 5(d)(ii);
 - (3) summarise the process followed by the Customer Forum and AusNet Services in seeking to reach agreement on the areas of disagreement; and
 - (4) summarise the reasons of each of the Customer Forum and AusNet Services in support of their respective positions on which there remains disagreement.
- (e) AusNet Services will submit the final version of the Engagement Report to the AER as part of the Regulatory Proposal.
- (f) For the purpose of this clause 5, AusNet Services and the Customer Forum are taken to have reached agreement on a matter if AusNet Services, the Chair and three ordinary Members of the Customer Forum agree. If the agreement of the Customer Forum is not unanimous, the Engagement Report must explain the basis for the dissenting Member's disagreement.

6. Resources and support

6.1 General

- (a) The Customer Forum will be funded by AusNet Services.
- (b) AusNet Services and the AER will provide non-financial support in accordance with this clause 6.

6.2 AusNet Services

- (a) AusNet Services shall:
 - (i) fund the Forum Budget;
 - (ii) enter into an agreement with the ECA, or such other party nominated by AusNet Services and agreed to by the AER, pursuant to which the ECA or the nominated party will administer the Forum Budget;
 - (iii) provide to the Customer Forum:
 - (1) administrative support, which includes but is not limited to approving invoices and claims for reimbursement submitted by the Chair, arranging meetings, minute taking at meetings, assisting with report writing, and facilitating the provision of information and other inputs by AusNet Services to the Customer Forum;

- (2) training and information sessions on regulatory, economic, engineering or industry matters delivered by appropriately qualified staff;
- (3) upon request, office facilities such as meeting rooms and IT facilities; and
- (4) such other resources or support as agreed by AusNet Services and the Customer Forum from time to time.

6.3 AER

- (a) The AER shall make AER Staff available to:
 - (i) assist the Customer Forum by, upon request, providing:
 - (1) specialist information and advice on regulatory, economic, industry or other relevant matters;
 - (2) such other information or resources necessary to analyse information provided to the Customer Forum by AusNet Services;
 - (ii) assist the Customer Forum to understand the National Electricity Law and National Electricity Rules insofar as they:
 - (1) pertain to the preparation and assessment of the Regulatory Proposal;
 - (2) may affect the matters which are appropriate for inclusion in the Scope of Negotiation;
 - (3) limit the AER's ability to accept, vary or reject aspects of the Regulatory Proposal; and
 - (iii) provide the Customer Forum, upon request, office facilities such as meeting rooms and IT facilities.
- (b) The Customer Forum may, at any time, request AER Staff to provide advice about how a particular matter in the Regulatory Proposal might be assessed by the AER. AER Staff may provide that advice to the Customer Forum in oral or written form. Subject to clause 10, advice provided by AER Staff in writing shall be published on the AER website.
- (c) AER Staff may attend:
 - (i) meetings, workshops, discussions, presentations, training or site visits arranged by AusNet Services and attended by the Customer Forum;
 - (ii) at the invitation of the Customer Forum, private meetings of the Customer Forum;
 - (iii) at the invitation of the Customer Forum and AusNet Services jointly, negotiations between the Customer Forum and AusNet Services as an observer.
- (d) AusNet Services and the Customer Forum acknowledge that any views expressed by AER Staff pursuant to this clause 6.3 do not reflect the views of the AER.

6.4 Other resources

- (a) No member of the Customer Forum shall incur any third party expenses without the prior written approval of the Chair.

7. Engagement with other representative committees

- (a) The Customer Forum may meet with such other representative committees as are relevantly involved in the regulatory review processes for EDPR 2021-26, including but not limited to AusNet Services' Customer Consultative Committee.

- (b) The Customer Forum will agree with each representative committee when and how they are to meet, the purpose of the meeting and how the meeting is to be conducted.

8. Reference Committee

8.1 Formation

- (a) AusNet Services and the AER agree to implement arrangements to establish the Reference Committee.
- (b) The Reference Committee will comprise one representative from each of:
 - (i) AusNet Services;
 - (ii) the AER; and
 - (iii) subject to it giving consent to participate, the ECA.

8.2 Purpose and objectives

- (a) The purpose of the Reference Committee is to:
 - (i) receive and, to the extent possible, assist the Chair to resolve, concerns regarding any matter arising from this MOU, including concerns regarding the ability of the Customer Forum to achieve the objectives set out in clause 2.3; and
 - (ii) perform such other functions as agreed by AusNet Services, the AER and, if it is represented on the Committee, the ECA from time to time.
- (b) The Chair may not raise a concern with the Reference Committee unless the Chair has brought the matter to the attention of AusNet Services, and either or both the Chair and AusNet Services have undertaken reasonable efforts to resolve the Chair's concern.

9. Information

While AusNet Services is solely responsible for funding the Customer Forum and has an agreement (which the AER is not a party to) with the ECA, or other nominated party, for administering the forum budget, the Customer Forum shall promptly provide AusNet Services or the AER (as the case may be) with such information concerning the activities and financial affairs of the Customer Forum as AusNet Services or the AER may reasonably require from time to time to fulfil any legal obligation to which it is subject.

10. Confidentiality

- (a) Subject to any requirement at law, the Customer Forum must:
 - (i) keep confidential and not disclose or make available directly or indirectly to any third party any Confidential Information made available to it in the course of this MOU; and
 - (ii) prevent unauthorised use and disclosure of AusNet Services' Confidential Information.
- (b) At the request of AusNet Services, the Chair must arrange for the Customer Forum to promptly return to AusNet Services all documentation and other media containing AusNet Services' Confidential Information.
- (c) All documents, models, hardware and software provided for the Customer Forum's use by AusNet Services, and any data or documents (including copies) produced, maintained or stored on AusNet Services' computer systems or other electronic equipment, remain the property of AusNet Services.

11. Term

This MOU commences on the Commencement Date and will continue in force until 1 July 2020 unless it is earlier terminated in accordance with clause 12.

12. Termination by AusNet Services or the AER

- (a) AusNet Services or the AER may, at any time, terminate this MOU by giving 14 days' written notice to the other Parties in accordance with this clause 12.
- (b) Any delay by AusNet Services or the AER in exercising its rights to terminate shall not constitute a waiver of those rights.
- (c) Termination of this MOU will not affect the accrued rights or remedies of any Party.
- (d) All parties must mitigate all loss and expenses in connection with the termination.
- (e) Termination of this MOU does not affect the constitution or operation of the Customer Forum.

13. Notices

- (a) A notice, consent or other communication under this MOU is only effective if it is:
 - (i) in writing and signed by an authorised representative of the Party giving the notice; and
 - (ii) addressed to the person to whom it is to be given; and
 - (iii) either:
 - (1) delivered or sent by pre-paid mail to that person's address; or
 - (2) sent in electronic form (such as email).
- (b) A notice, consent or other communication is regarded as given and received:
 - (i) if it is sent by mail, three Business Days after posting;
 - (ii) if it is sent by email, upon receipt of a delivery and "read" confirmation provided the email is sent before 5pm on a Business Day in the recipient's location.
- (c) The Parties' addresses and email addresses are:

AusNet Services

Address Level 31, 2 Southbank Boulevard, Southbank VIC 3006
Attention: Deirdre Rose

Email deirdre.rose@ausnetservices.com.au

AER

Level 17, Casseldon
2 Lonsdale Street, Melbourne VIC 3000
Attention: Mark McLeish

Email mark.mcleish@aer.gov.au

Chair

Mr Tony Robinson

Address c/o AusNet Services, Level 31, 2 Southbank Boulevard VIC 3006

Email [REDACTED]

14. Variation

This MOU may only be varied by an agreement in writing signed by or on behalf of each Party to this MOU.

15. Legal effect

- (a) The Parties do not intend this MOU to create legally binding obligations between them.
- (b) Nothing in this MOU, and no action taken by the Parties pursuant to this MOU, shall be deemed to constitute a relationship between the Parties of partnership, joint venture, principal and agent or employer and employee. None of the Parties has, nor may it represent that it has, any authority to act or make any commitments on the other Parties' behalf or otherwise bind the other Parties in any way.
- (c) Nothing in this MOU shall be construed as limiting or restricting the ability of any of the Parties to exercise any powers or functions conferred on it by or under any enactment, or to perform any duty (including a duty to exercise discretion) imposed on it in relation to any such power or function.

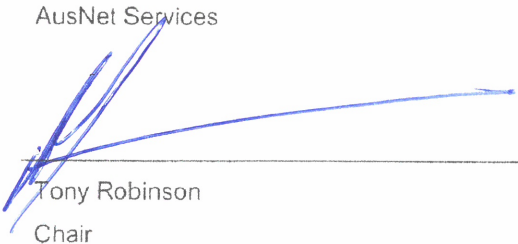
Dated this 27th day of August 2019.



Nino Ficca
Managing Director
AusNet Services



Paula Conboy
Chair
Australian Energy Regulator



Tony Robinson
Chair

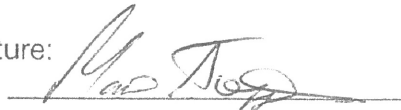
For and on behalf of the Customer Forum

Signed for and on behalf of

AusNet Electricity Services Pty Ltd

by its authorised representative:

Signature:



Print name:

MARIO TIEPPO

Position:

ACTING MD

Date:

9/8/19

Signed for and on behalf of the

Australian Energy Regulator

by its authorised representative:

Signature:



Print name:

Paula Corboy

Position:

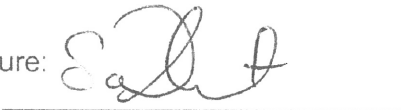
Chair

Date:

8/8/19

Witness:

Signature:



Witness name:

Sacha Albert

Position:

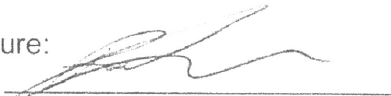
EA to EGM Tech.

Date:

9/8/19.

Witness:

Signature:



Witness name:

Renae Liang

Position:

Executive Officer

Date:

8/8/19

Signed for and on behalf of
Customer Forum

by its authorised representative:

Signature: 

Print name:

Tony Robinson

Position:

CHAIR

Date:

29 / 8 / 2019

Witness:

Signature: 

Witness name:

Clare Stark

Position:

Ally Director CCP Review

Date:

29 / 08 / 2019

* Note: no witness signature is required when this document is signed electronically

Schedule 1: Definitions

AER Staff	means the persons referred to in section 44AAC of the <i>Competition and Consumer Act 2010</i> (Cth).
AusNet Services Entity	means: <ul style="list-style-type: none">(a) AusNet Services;(b) AusNet Services Limited ABN 45 603 317 559;(c) AusNet Services (Distribution) Ltd ACN 108 788 245;(d) AusNet Services (Transmission) Ltd ACN 116 124 362;(e) AusNet Services Holdings Pty Ltd ACN 086 006 859; and/or(f) a related body corporate as defined in section 9 of the Corporations Act of any entity referred to in paragraphs (a), (b), (c) and (d) of this definition.
Business Day	means a day that is not a Saturday, Sunday or any other day which is a public holiday in the place where an act is to be performed or payment is to be made.
Chair	means the person appointed by AusNet Services to be the Chair of the Customer Forum.
Commencement Date	means the date the last Party to this MOU signs this MOU.
Confidential Information	means any information or matter in any medium which is not in the public domain and which relates to the affairs of AusNet Services or any one or more of its Related Bodies Corporate.
Corporations Act	means the <i>Corporations Act 2001</i> (Cth).
Customer Forum	means the body formed in accordance with clause 2.1. The Customer Forum is represented by the Chair for the purposes of this agreement.
ECA	means Energy Consumers Australia of Suite 2, Level 14, 1 Castlereagh Street, Sydney NSW 2000.
EDPR 2021-26	means the five year regulatory control period commencing on 1 July 2021.
Engagement Report	means the report prepared by the Customer Forum in accordance with clause 5.
Forum Budget	means the amount determined by AusNet Services to be necessary to fund the Customer Forum.
Members	means the persons appointed as members of the Customer Forum, and includes the Chair.
MOU	means this document and its schedules, annexures, attachments and exhibits.

National Electricity Law	means the National Electricity (Victoria) Law which applies in Victoria as a result of the operation of section 6 of the <i>National Electricity (Victoria) Act 2005</i> (Vic).
National Electricity Objective	means the national electricity objective as set out in section 7 of the National Electricity Law.
National Electricity Rules	means the rules applicable in Victoria under the National Electricity Law.
Reference Committee	means the committee formed in accordance with clause 8.
Regulatory Proposal	<p>means the proposal to be submitted by AusNet Services to the AER in accordance with clause 6.8.2 of the National Electricity Rules, and if applicable, includes :</p> <ul style="list-style-type: none"> (a) a proposal to be resubmitted by AusNet Services to the AER in accordance with clause 6.9.2 of the National Electricity Rules; or (b) if AusNet Services gives notice to the Customer Forum and the AER, a revised regulatory proposal to be submitted by AusNet Services to the AER in accordance with clause 6.10.3 of the National Electricity Rules, <p>in respect of EDPR 2021-26.</p>
Related Body Corporate	<p>means:</p> <ul style="list-style-type: none"> (a) a related body corporate as defined in section 9 of the Corporations Act; and (b) in relation to AusNet Services, includes AusNet Services Entities.
Scope of Negotiation	means the matters which the Customer Forum and AusNet Services agree will be the subject of negotiation between them in accordance with clause 4.3, as amended from time to time.

Schedule 2: Constitution of Forum

1. Appointment of Members

1.1 Selection and appointment

- (a) Each Member shall be appointed to the Customer Forum by AusNet Services following an open and transparent selection process.
- (b) The Members must satisfy the following criteria:
 - (i) They must not have any criminal convictions.
 - (ii) They must not be or have been disqualified from acting as a director.
 - (iii) They must be prepared to engage constructively in the processes outlined in this MOU without representing or advocating any political or other partisan interest;
 - (iv) They must not be an employee or board member of, or otherwise engaged by, AusNet Services, the AER or the ECA.
- (c) If a chair is appointed who is already an existing ordinary member, they shall vacate that existing position and AusNet Services shall advertise that vacancy.
- (d) The chair and the ordinary members shall be appointed for such period as is required to complete the regulatory review process for EDPR 2021-26.

1.2 Termination

- (a) Notwithstanding clause 1.1(b) and only with the agreement of the AER, AusNet Services may automatically terminate the appointment of the chair or any ordinary member on the grounds of:
 - (i) misconduct;
 - (ii) being incapable over a period of four weeks or more of discharging their responsibilities and duties as the chair or member (as the case may be) due to illness or other cause;
 - (iii) insolvency;
 - (iv) failure to fulfil the criteria in clause 1.1(b); or
 - (v) any action that has brought the Customer Forum or AusNet Services into disrepute.
- (b) If the Chair resigns or is terminated, a new Chair will be appointed pursuant to paragraph 1.1.

2. Remuneration

The Chair shall:

- (a) be paid a daily rate as agreed by AusNet Services and the Chair for services provided; and
- (b) be entitled to reimbursement of properly incurred expenses approved by AusNet Services upon submission of relevant receipts.

Each Member other than the Chair shall:

- (c) be paid a daily rate as agreed by AusNet Services and the Member for services provided; and

- (d) be entitled to reimbursement of properly incurred expenses which have been approved in advance by the Chair, upon submission of relevant receipts.

3. Meetings

- (a) Subject to this MOU, the Customer Forum shall be entitled to decide how to regulate its affairs.
- (b) On request, AusNet Services and/or the AER will make available an appropriate meeting room for the Customer Forum meetings.
- (c) Unless otherwise agreed by all members of the Customer Forum, all members must be given not less than 7 days' notice of any meeting and the notice must include details of the business to be discussed at that meeting.
- (d) For meetings which have been minuted or at which papers are tabled, all members of the Customer Forum are entitled to receive copies of the minutes of each meeting and the papers tabled at each meeting.
- (e) Any matter which could be determined at a meeting of the Customer Forum may be validly determined if approval of the matter is given in writing (including by email or other form of electronic communication) by the percentage of members that would have been required to approve the matter had it been determined at a meeting.
- (f) Members of the Customer Forum will be required to keep any information which they obtain or receive as a result of their participation in the Customer Forum and the content of all minutes and all such other papers confidential. A breach of this restriction will entitle the defaulting Member to be removed from the Customer Forum.

4. Quorum

- (a) The quorum for meetings of the Customer Forum shall be four and must include the Chair.

5. Voting and decisions

- (a) Each Member will have one vote each at Customer Forum meetings.
- (b) Decisions of the Customer Forum require the approval of the Chair and at least three ordinary Members.

6. Responsibilities of the Chair

- (a) The Chair shall assume and discharge the following responsibilities and functions:
 - (i) If practicable, participate in the recruitment of the ordinary Members;
 - (ii) Lead the negotiations with AusNet Services on behalf of the Customer Forum;
 - (iii) Approve payment of fees for service to the ordinary Members upon presentation of conforming invoices;
 - (iv) Approve reimbursement of validly incurred expenses ordinary Members upon presentation of conforming claims;
 - (v) Consult with AusNet Services in respect of a proposal by the Customer Forum to incur third party expenses.