

**Appendix 13.02**

**Table of Amendments**

**Revised Reference Service Agreement**

**Revised 2016-21 access arrangement proposal**

**Response to the AER's draft decision**

January 2016



## ActewAGL Distribution - Outline of Proposed Amendments to the Reference Services Agreement attached to the revised 2016-21 Access Arrangement submitted to the AER on 6 January 2016

ActewAGL Distribution (AAD) accepts all of the Australian Energy Regulator's (AER) revised Reference Service Agreement (RSA) amendments, other than as outlined in the Table below.

RSA Clause	AER's Draft Decision - Attachment 12 - Revisions required to the RSA	AAD's position in response	Justification for AAD's revised position (if applicable)
1.1	<p><b>Minimum Network Standards</b> <u>means</u> <del>ActewAGL's Minimum Standards for Network Operation adopted by ActewAGL in compliance of its licence requirements in the Australian Capital Territory and New South Wales, in force from time to time</del> <u>the Minimum Service Standards under the Utilities (Consumer Protection Code) Determination 2012, or any determination replacing that determination or if that determination is repealed and not replaced, ActewAGL Distribution's Minimum Standards for Network Operation adopted by ActewAGL in compliance with its licence requirements in the Australian Capital Territory and New South Wales, in force from time to time;</u></p>	AAD agrees.	N/A
1.3(a)	<p>(a) <del>ActewAGL may amend the terms and conditions set out in this Agreement to accommodate a Change in Law if ActewAGL, acting reasonably, considers that the change will not adversely affect the User's rights or obligations under this Agreement.</del></p> <p>(b) <del>Where clause 1.3(a) does not apply,</del> ActewAGL and the User may seek to amend the terms and conditions set out in this Agreement to accommodate a Change in Law in accordance with clauses 1.3(ba)-(fe).</p> <p>[The AER also required that consequential formatting amendments be made to the balance of clause 1.3, namely re-numbering to reflect the deletion of sub-clause (a)]</p>	AAD agrees.	N/A

RSA Clause	AER's Draft Decision - Attachment 12 - Revisions required to the RSA	AAD's position in response	Justification for AAD's revised position (if applicable)
11.4	<p>... v the Assignment Date for the assignment of each Bulk Transfer Delivery Point to a Tariff Category pursuant to clause 11.4(c)(iii) or clause 11.4(c)(iv) will be deemed to be 1 July 2016. <del>provided, in relation to clause 11.4(c)(iv):</del> <del>(A) at least 3 months' prior to 1 July 2016, the User provides ActewAGL with:</del> <del>1) a list of the Delivery Points to be assigned to a different Tariff Category to the Default Tariff Category;</del> <del>2) the requested Tariff Category for each Delivery Point; and</del> <del>3) where applicable, information to demonstrate eligibility to the requested Tariff Category for each Delivery Point in accordance with the Access Arrangement;</del> <del>(B) the User issues a notice under this Agreement formally seeking the tariff assignments described in clause 11.4(c)(v)(A) at the same time as the Bulk Transfer notice under clause 11.4(a)(ii);</del> <del>(C) the tariff assignment list provided under clause 11.4(c)(v)(A) is the same as the formal tariff assignment notice provided under clause 11.4(c)(v)(B); and</del> <del>(D) ActewAGL agrees the Delivery Point is eligible for the requested Tariff Category;</del></p>	<p>AAD has made the following changes to clause 11.4:</p> <p>(a) The User may by written notice to ActewAGL add all 2010 Service Delivery Points to the Relevant Customer List as Delivery Points under this Agreement (<b>Bulk Transfer</b>), provided:</p> <p>(i) this Agreement is executed by the User on or before the date which is 2 weeks after the date the 2016 Access Arrangement came into effect (<b>Sunset Date</b>); and</p> <p>(ii) the User issues a notice under this Agreement formally seeking the Bulk Transfer within 3 Business Days after the execution of this Agreement.</p> <p>(b) This clause 11.4 ceases to have effect <u>4 Business Days</u> after the Sunset Date <u>if the User does not sign this Agreement and give notice under clause 11.4(a).</u></p> <p>(c) When the User issues a notice of a Bulk Transfer <u>under clause 11.4(a):</u></p> <p>...</p> <p>(v) the Assignment Date for the assignment of each Bulk Transfer Delivery Point to a Tariff Category pursuant to clause 11.4(c)(iii) or clause 11.4(c)(iv) will be deemed to be 1 July 2016 provided, in relation to clause 11.4(c)(iv): <del>(A) at least 3 months' prior to 1 July 2016; at the time of giving notice of a Bulk Transfer under clause 11.4(a)</del> the User provides ActewAGL <u>with in a schedule to that notice:</u> <u>(A)1</u> a list of the Delivery Points to be assigned to a different Tariff</p>	<p>AAD has adopted most of the changes requested by the AER. AAD's changes to cl. 11.4(b) and 11.4(c) are to improve clarity for all parties.</p> <p>AAD has addressed the primary requirement of the AER's amendment, which was that retailers should not be required to take action prior to the RSA being approved.</p> <p>AAD requires the subject matter of sub-clause (v)(A) to remain in order to conduct its business operations and to have basic information which will allow AAD to ensure tariffs are correctly assigned. AAD's change is to require the information to be provided when the notice of Bulk Transfer is given. At the time the User gives the notice of Bulk Transfer, the User will be in a position to give the relevant information required by sub-clause (v). To request allocation of a Delivery Point to a different tariff category, the retailer will</p>

RSA Clause	AER's Draft Decision - Attachment 12 - Revisions required to the RSA	AAD's position in response	Justification for AAD's revised position (if applicable)
		<p>Category to the Default Tariff Category;  <del>(B)2</del> the requested Tariff Category for each Delivery Point; and  <del>(C)3</del> where applicable, information to demonstrate eligibility to the requested Tariff Category for each Delivery Point in accordance with the Access Arrangement;  <del>(B)-----</del></p>	<p>have already had to satisfy itself that the customer satisfies the relevant requirement. Accordingly, provision of this information to AAD is no way an onerous requirement.</p>
11.4	N/A	<p>AAD has inserted the following new clause 11.4(g):</p> <p><del>(g) -----</del> <u>For avoidance of doubt, clause 8.5 of the Access Arrangement applies to a Delivery Point assigned to a Tariff Category in respect of a Bulk Transfer such that if a Delivery Point is assigned to a Tariff Category to which it is not eligible, ActewAGL may:</u></p> <p><del>(i) -----</del> <u>by notice in writing to the User re-assign the Delivery Point to the Default Tariff Category with retrospective effect to the Assignment Date; and</u></p> <p><del>(ii) -----</del> <u>adjust the Charges and recover the adjusted Charges from the User, except to the extent the Gas Law prevents the User from recovering such adjusted Charges from the relevant Customer.</u></p>	<p>The insertion of this clause was not requested by the AER.</p> <p>Clause 8.5 of the Access Arrangement allows for re-assignment to another tariff where there has been an incorrect assignment. As AAD has applied the removal of the 3 month period from (v)(A), there is insufficient time for AAD to check the tariff assignments that User's request. This clause simply reiterates that the reassignment power under the AA applies and provides a mechanism for recovery of charges but only</p>

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			to the extent that the User can recover the charges from its customer.
25.2(b)	<p>...</p> <p><del>(iii)</del>(b) ActewAGL may only exercise its right to terminate under clause 25.2(a)(ii) if ActewAGL and the User, negotiating in good faith, have been unable to agree to amend this Agreement in accordance with clause 1.3, to deal with the impact of the relevant Change in Law.</p>	AAD agrees.	N/A
32.11	<p>In circumstances where a Gas Law applicable in one Relevant Region applies a higher standard than the Gas Law which is applicable in the other Relevant Region, <del>ActewAGL may, by notice in writing, determine that</del> the higher standard will apply in both regions for the purposes of this Agreement.</p>	<p>AAD has made the following changes to clause 32.11:</p> <p>In circumstances where a Gas Law applicable in one Relevant Region applies a higher standard than the Gas Law which is applicable in the other Relevant Region, <u>the higher standard will apply in both Regions where ActewAGL after consulting with Users, considers, acting reasonably, that such different standards cannot practically, safely or efficiently be applied to the different Regions. Where such a higher standard is to apply ActewAGL will advise Users by notice in writing.</u>  <del>ActewAGL may, by notice in writing, determine that the higher standard will apply in both regions for the purposes of this Agreement.</del></p>	<p>As required by the AER, the changes made to this clause remove AAD's complete discretion to determine that application of standards. However, in order for AAD to operate its business it requires the ability to notify Users in specific circumstances where it is not possible for different standards to apply (and so the higher standard will apply). AAD will consult with retailers before making any decision under this provision.</p>