

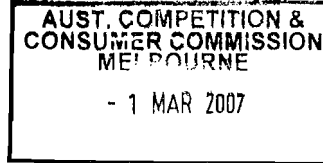


Cowell Electric

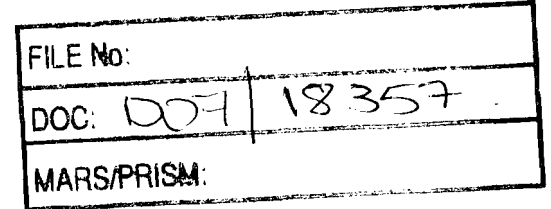
Cowell Electric Supply Pty Ltd

ACN 095 517 490
ABN 15 095 517 490

23rd February 2007



Mr Chris Pattas
General Manager
Network Regulation South
Australian Energy Regulator
GPO Box 520
MELBOURNE VIC 3001



Dear Sir,

Cowell Electric Supply Pty Ltd (ABN 15 095 517 490) Network Service Provider (NSP) Registration Exemption

Further to your letter dated 28th September 2006 and our response dated 26th October 2006, Cowell Electric Supply Pty Ltd (Cowell Electric) hereby submits our application to AER for exemption from registration for the distribution networks at Iron Knob, Woomera and Pimba. Cowell Electric holds an electricity distribution licence issued by ESCOSA for Iron Knob, Pimba and Woomera. Cowell Electric holds an electricity retail licence issues by ESCOSA for Iron Knob and Pimba. Copies of these licences are contained in Attachment A.

IRON KNOB

Cowell Electric owns and operates an electrical network at Iron Knob, which located 52 kms west of Whyalla, on Eyre Peninsula in South Australia. Site layouts and the line diagram are contained in Attachment B. The distribution system comprises of 3.3kV, 19kV SWER and LV distribution as per Attachment B. The Iron Knob network owned by Cowell Electric draws its energy requirements from the 33kV powerline from Whyalla to Iron Knob owned by OneSteel Manufacturing Pty Limited. Cowell Electric purchases electricity from OneSteel according to the terms and conditions of an electricity supply agreement with OneSteel.

Cowell Electric supplies electricity to 140 customers at Iron Knob. The majority of customers are domestic. There are 17 commercial customers. They are charged the equivalent AGL tariff or less for energy they consume. All customers are metered and charged for their usage at or below the relevant published AGL tariff.

Taking Power beyond the Horizon



**Head Office
South Australia**
SCHUMANN ROAD
PO BOX 70
COWELL SA 5602
TELEPHONE: (08) 8629 2136
FACSIMILE: (08) 8629 2115
EMAIL: schase@cesco.com.au

Olympic Dam
CNR GUNSON & KANYAKA STREETS
PO BOX 64
ROXBY DOWNS SA 5725
TELEPHONE: (08) 8671 0018
FACSIMILE: (08) 8671 0511
EMAIL: cowell.olympicdam@bigpond.com

Woomera
PO BOX 40
WOOMERA SA 5720
TELEPHONE: (08) 8673 7555
FACSIMILE: (08) 8673 7868
EMAIL: cowellelectric1@bigpond.com

**Thermographic Services
Thermoview Pty Ltd**
117 WRIGHT STREET
ADELAIDE
TELEPHONE: (08) 8231 2600
FACSIMILE: (08) 8231 2699
EMAIL: thermoview@ozemail.com.au
WEB: www.thermoview.com.au

Cowell Electric applies for exemption of the network further to the requirements of chapter 5 on the following basis:-

- The Iron Knob distribution system connected to the OneSteel system which has an exemption from the requirements of Chapter 5.
- The network standards are maintained by Cowell Electric, whose principal business is the construction and maintenance of distribution systems
- All customers are metered and charged rates at or below AGL South Australia standing offer tariffs.

PIMBA

Cowell Electric operates an electrical network at Pimba, on behalf of the owner, Defence Support Centre Woomera (DSCW). Pimba is 6km from Woomera in Outback South Australia. Site layouts and the line diagram are contained in Attachment C. The distribution system comprises of 11kV and LV

The Pimba network operated by Cowell Electric draws its energy requirements from the 11kV powerline from Woomera to Pimba owned by DSCW. Cowell Electric purchases electricity from DSCW according to the terms and conditions of an electricity supply agreement with DSCW.

Cowell Electric supplies electricity to 14 customers at Pimba. The majority of customers are domestic. There are 2 commercial customers. They are charged the equivalent AGL tariff or less for energy they consume. All customers are metered and charged for their usage at or below the relevant published AGL tariff.

Cowell Electric applies for exemption of the network further to the requirements of chapter 5 on the following basis:-

- The Pimba distribution system is connected to the DSCW system and as such is not connected directly to the National Grid.
- The network standards are maintained by Cowell Electric, whose principal business is the construction and maintenance of distribution systems
- All customers are metered and charged rates at or below AGL South Australia standing offer tariffs.

WOOMERA

Cowell Electric operates an electrical network at Woomera, on behalf of the owner, Defence Support Centre Woomera (DSCW). Woomera is 6km from Woomera in Outback South Australia. Site layouts and the line diagram are contained in Attachment D. The distribution system comprises of 11kV and LV


The Woomera network operated by Cowell Electric draws its energy requirements from the 132kV powerline from Port Augusta to Woomera. Cowell Electric does not retail electricity to Woomera. This is done by DSCW. Cowell Electric does not own the Woomera distribution system.

Cowell Electric applies for exemption of the network further to the requirements of chapter 5 on the following basis:-

- Cowell Electric only operates and maintains the Woomera distribution system on behalf of DSCW.
- The network standards are maintained by Cowell Electric, whose principal business is the construction and maintenance of distribution systems
- Cowell Electric does not retail electricity to Woomera.

I look forward to your due consideration of our application for exemption.

Yours faithfully,


for Susan Chase
Managing Director

Attachment A

Licenses



ELECTRICITY DISTRIBUTION LICENCE

Cowell Electric Supply Pty Ltd

ACN: 095 517 490

Issued by the Technical Regulator

on 24 December 1997

Last varied by the

Essential Services Commission of South Australia

on 01/07/2005

ELECTRICITY

DISTRIBUTION LICENCE

1. DEFINITIONS AND INTERPRETATION

- 1.1 Words appearing in italics like *this* are defined in Part 1 of the schedule.
- 1.2 This licence must be interpreted in accordance with the rules set out in Part 2 of the schedule.

2. GRANT OF LICENCE

- 2.1 This licence authorises the *licensee* to operate the distribution network at the locations described in annexure.

3. TERM OF LICENCE

- 3.1 This licence commences on 1 January 1998 and continues until and including 30 June 2007 unless earlier:
 - (a) surrendered by the *licensee* under section 29 of the *Act*;
 - (b) suspended or cancelled by the *Commission* under section 37 of the *Act*.

4. SCOPE OF LICENCE

- 4.1 The *licensee* must not distribute electricity to a person for a use if the person is required to be authorised under the *Act* in respect of that use, and the *licensee* is aware that the person is not so authorised.
- 4.2 The *licensee* must ensure that any risk or injury to a person, or damage to property, arising out of the *operations*, is eliminated or minimised.

5. COMPLIANCE WITH CODES

- 5.1 The *licensee* must comply with any *codes* or *rules* made by the *Commission* from time to time, that the *Commission* has advised the *licensee* in writing as being applicable to the *licensee*.
- 5.2 If the *licensee* commits a material breach of a provision of an applicable *Code*, the licensee must notify the *Commission* of that breach within 3 days after becoming aware of the breach.

6. SAFETY, RELIABILITY, MAINTENANCE AND TECHNICAL MANAGEMENT PLAN

- 6.1 The *licensee* must:
 - (a) prepare a safety, reliability, maintenance and technical management plan dealing with the matters prescribed by regulation 31C of the *Electricity (General) Regulations 1997 (SA)*, as if regulation 31C applied to the *licensee*, and submit the plan to the *Technical Regulator* for approval.

- (b) annually review, and if necessary update the plan to ensure its efficient **operations**, and submit the updated plan to the **Technical Regulator** for approval.
- (c) comply with the plan (as updated from time to time) as approved by the **Technical Regulator**.
- (d) not amend the plan without the approval of the **Technical Regulator**.
- (e) undertake audits from time to time of its compliance with its obligations under the plan, and report the results to the **Technical Regulator**, in a manner approved by the **Technical Regulator**.

7. OMBUDSMAN AND DISPUTES

- 7.1 The **licensee** must participate in the **Industry Ombudsman Scheme**, if requested by the **Commission** by written notice.
- 7.2 The **licensee** must also implement procedures for the management and resolution of **customer** disputes which, as a minimum, ensure that the basic procedures of AS 4269 – 1995 “Complaints Handling” are followed.

8. INFORMATION TO THE COMMISSION

- 8.1 The **licensee** must, from time to time, in a manner and form determined by the **Commission**, provide to the **Commission**:
 - (a) details of the **licensee’s** financial, technical and other capacity to continue the operations authorised by this licence; and
 - (b) such other information as the **Commission** may require

9. ANNUAL RETURN

- 9.1 The **licensee** must submit an Annual Return to the **Commission** by 31 August each year. Each Annual Return must contain the required information specified by the **Commission** from time to time.

10. INFORMATION TO THE PLANNING COUNCIL

- 10.1 The **licensee** must, following a request from the **Planning Council**, provide to the **Planning Council**, such documents or information as it may reasonably require to perform its functions and exercise its powers under the **Act**.

11. OPERATIONAL AND COMPLIANCE AUDITS

- 11.1 The **licensee** must undertake periodic audits of the operations authorised by this licence and its compliance with its obligations under this licence and any applicable **Codes** in accordance with the requirements of any applicable guideline issued by the **Commission** for this purpose.
- 11.2 The requirements of the applicable guideline referred to in clause 11.1 may be varied by written notice given by the **Commission**.

- 11.3 The results of each audit conducted under clause 11.1 must be reported to the **Commission** in a manner approved by the **Commission**.
- 11.4 The **licensee** must also conduct any further audits, as required by the **Commission**, in a manner approved by the **Commission**. The results of such audits must be reported to the **Commission** in a manner approved by the **Commission**.
- 11.5 The **Commission** may require the **licensee** to use an independent expert approved by the **Commission** to conduct audits under this clause.

12. CERTIFICATES OF COMPLIANCE

- 12.1 The **licensee** must retain a copy of each certificate of compliance provided to it under regulation 18(1)(d) of the *Electricity (General) Regulations 1997* for at least 12 months after that provision.
- 12.2 The **licensee** must give the **Commission**, **Technical Regulator** or an authorised officer any assistance reasonably requested by the **Commission**, **Technical Regulator** or authorised officer in inspecting certificates of compliance retained by the **licensee**.

13. AUGMENTING THE NETWORK

- 13.1 The **licensee** must, prior to materially augmenting **electricity infrastructure**, provide the **Commission** with details of the proposed augmentation and information about:
- (a) the distribution utilisation factor in respect of that infrastructure; and
 - (b) the cost effectiveness of implementing demand management strategies to achieve the necessary increase .
- 13.2 The **licensee** must promptly notify the **Commission** of any material change to the **electricity infrastructure**.

14. INTERRUPTION OF SUPPLY

- 14.1 The **licensee** must, in undertaking the **operations** authorised by this licence, use its best endeavours to minimise the frequency and duration of **supply interruptions**.
- 14.2 The **licensee** must provide not less than the following period of notice to a **customer** likely to be affected by a planned **supply interruptions** of more than 15 minutes:
- (a) in respect of an interruption caused by the **licensee**: 3 days prior to the interruption;
 - (b) in respect of an interruption notified to the **licensee** by another electricity entity at least 4 days prior to the interruption: 3 days prior to the interruption; or
 - (c) in respect of an interruption notified to the **licensee** by another electricity entity less than 4 days but more than 24 hours prior to the

interruption: within 24 hours of receiving that notice from the other electricity entity.

- 14.3 Notice given by the **licensee** under this clause must include the time, expected duration of, and reason for the **supply interruption**.
- 14.4 The **licensee** must provide a 24 hour telephone service to **customers** notifying the commencement time and expected duration of and, if available, reason for, a current **supply interruption** of more than 15 minutes.
- 14.5 The **licensee** must provide written notice of commencement time and duration of, and, if available, reason for, a **supply interruption** within 20 **business days** of receiving a request for such written notification.

15. COMPLIANCE WITH LAWS

- 15.1 The **licensee** must comply with all applicable laws, including, but not limited to, any technical or safety requirements or standards contained in regulations made under the **Act**.

16. CONFIDENTIALITY

- 16.1 The **licensee** must, unless otherwise required by law, this licence, or a **code**:
- (a) comply with any **rules** made by the **Commission** from time to time relating to the use of information acquired by the **licensee** in the course of operating the business authorised by this licence; and
 - (b) ensure that information concerning a **customer** is not disclosed without the prior written consent of, or as agreed in writing with, the **customer**.
- 16.2 The **licensee** must not disclose confidential information to an intelligence or law enforcement agency unless requested to do so by an intelligence or law enforcement agency on the basis that:
- (a) disclosure is necessary under the terms of a warrant issued under Division 2 of the *Australian Security Intelligence Organisation Act 1979* or under the terms of any other court order; or
 - (b) disclosure is reasonably necessary for the enforcement of the criminal law or of a law imposing a pecuniary penalty or for the protection of the public revenue; or
 - (c) disclosure is necessary to safeguard the national security of Australia.
- 16.3 The **licensee** may accept an assertion of an intelligence or law enforcement agency, without making further enquiry, for the purposes of paragraphs (b) and (c) above.

17. METERING PLAN

- 17.1 The **licensee** must, if the **licensee** undertakes **metering** or engages a person for that purpose:
- (a) develop and obtain the approval of the **Commission** for, a **Metering Plan** setting out the **licensee's** procedures in respect of:

- (i) installation and ownership of meters;
- (ii) minimum accuracy standards for meters and the maintenance of that accuracy (including audits of meter types);
- (iii) collection of **metering data**;
- (iv) field and maintenance testing of meters;
- (v) resolution of metering disputes; and
- (vi) **metering data** obligations.

17.2 The Commission may:

- (a) approve the **Metering Plan**; or
- (b) require the **licensee** to improve the **Metering Plan** (in which case the **licensee** must promptly do so and resubmit it for the **Commission's** approval).

17.3 The **licensee** and any person engaged by the **licensee** to undertake metering, must comply with the **Metering Plan** after the **Commission** has approved it.

17.4 Unless otherwise agreed by the **Commission**, the **licensee** must by 31 August each year:

- (a) review the **Metering Plan** to determine whether it is operating effectively and whether the **licensee**, and any person engaged by the **licensee** to undertake metering, is complying with the Plan;
- (b) provide a copy of that review to the **Commission**; and
- (c) if necessary, amend the **Metering Plan** (but the **licensee** must not amend the Plan without the approval of the **Commission**).

18. CONNECTION POLICY

18.1 The **licensee** must, if requested by the **Commission**, develop a Connection Policy specifying the **licensee's** policy in respect of extending the **electricity infrastructure** at the request of a potential **customer**.

18.2 The Connection Policy must include:

- (a) stipulations in respect of voltage and distance from load to existing infrastructure for new connections;
- (b) the terms and conditions on which the **licensee** will extend the **electricity infrastructure**;
- (c) the terms and conditions on which the **licensee** will provide a new meter;
- (d) the terms and conditions on which the **licensee** will provide metering information services;
- (e) information about the cost to **customers** of connecting to, and using the **electricity infrastructure**;

- (f) information about the method of calculation and collection of capital contributions for the first **customer** and any subsequent **customer** (if capital contributions are to be collected);
- (g) details of technical or other obligations of the **customer** in respect of the connection.

18.3 The licensee must submit the Connection Policy, and any amendment to the Connection Policy, to the Commission for approval.

19. APPLICATIONS FOR CONNECTION

19.1 The **licensee** must not refuse to connect a person to the **Network** because:

- (a) the person provides their own electricity metering system;
- (b) a third party provides an electricity metering system for the person;

if that metering system complies with the **Act** or the **National Electricity Code**.

20. CONNECTIONS

20.1 The **licensee** must use its best endeavours to connect a new **supply address**:

- (a) on a date agreed with the **customer**; or
- (b) where no date has been agreed with the **customer**, within 10 **business days** after the **licensee's** requirements for connection are satisfied.

20.2 The **licensee** may require that a **customer** satisfies some or all of the following matters before agreeing to connect and **supply a customer's supply address**:

- (a) the **customer** makes an application to the **licensee** (in person, by telephone or in writing) on a **business day** and provides acceptable identification as required by the **licensee**;
- (b) the **customer** agrees to pay any relevant fees and charges applicable to that **customer**;
- (c) the **customer** provides contact details for billing purposes;
- (d) the **customer** provides contact details for the owner (or the owner's agent) of the **supply address**, if the request is made in respect of a **supply address** that is a rental property;
- (e) the **customer** satisfies the **licensee** that there is safe and convenient access to the meter and the **customer's** electrical installation in order to connect the **supply address**;
- (f) the **customer** provides estimated electrical load information for the **customer's** proposed use at the **supply address**;
- (g) the **customer** does not have an outstanding debt to a person involved in the sale of electricity relating to the previous **supply address** in the locations described in the Annexure (other than a debt the subject of a

bona fide dispute, or for which repayment arrangements have been made); and

- (h) the electrical installation at the **supply address** being verified by one or more certificates of compliance;

21. DISCONNECTION

- 21.1 The **licensee** must disconnect a **customer's supply address** if:
 - (a) a person involved in the sale of electricity to the **customer** requests the **licensee** to do so; or
 - (b) if requested by the **customer**.
- 21.2 The **licensee** may, provided that it complies with the provisions of this clause, and with other applicable obligations relating to disconnection, disconnect a **customer's supply address** if the **customer** breaches the conditions of supply of electricity.
- 21.3 The licensee must not disconnect a customer's supply address;
 - (a) after 3:00pm on a business day; or
 - (b) on a Friday, on a weekend, on a public holiday or on the day before a public holiday, except in the case of a planned interruption.
- 21.4 If a **customer** requests the **licensee** to disconnect the **customer's supply address**, the **licensee** must use its **best endeavours** to disconnect in accordance with the **customer's** request.
- 21.5 If the **customer** advises the **licensee** that it has requested its final bill for the **customer's supply address**, the **licensee** must use its **best endeavours** to ensure that the **customer** can be issued with a final bill.

22. RECONNECTION AFTER DISCONNECTION

- 22.1 Where the **licensee** has disconnected a **customer's supply address** in accordance with this licence, the **licensee** must use its best endeavours to reconnect the **customer** within a time agreed with the **customer**, subject to (where relevant):
 - (a) the reasons for disconnection being rectified, and
 - (b) the **customer** agreeing to pay the **licensee's** reasonable charges for reconnection, if any.

23. EMERGENCIES AND SAFETY

- 23.1 Notwithstanding any other clause in this licence, the **licensee** may disconnect or interrupt or cause to be disconnected or interrupted supply to a **customer's supply address** in the case of an **emergency**.
- 23.2 Where the **licensee** exercises its disconnection right under this clause, it must:

- (a) provide, by way of a 24 hour emergency line, information on the nature of the emergency and an estimate of the time when supply will be restored;
- (b) use its best endeavours to restore supply to the customer's supply address as soon as possible.

23.3 Nothing in this licence should affect the **licensee** exercising any power, or obligation to comply with any direction, order or requirement under the *Emergency Powers Act 1941, Essential Services Act 1981, State Disaster Act 1980* or the *State Emergency Services Act 1987*, or any other relevant legislation.

23.4 Notwithstanding any other clause and subject to clause 23.5, the **licensee** may disconnect or interrupt supply to a **customer's supply address** for reasons of health or safety.

23.5 Except in the case of an **emergency**, or where there is a need to reduce the risk of fire or where relevant legislation, regulations or codes require it, the **licensee** must not disconnect a **customer's supply address** for a health or safety reason unless the **licensee** has:

- (a) given the **customer** written notice of the reason;
- (b) allowed the **customer 5 business days** to remove the reason (the 5 **business days** shall be counted from the **date of receipt of** the notice); and
- (c) at the expiration of those 5 **business days** given the **customer**, by way of a written disconnection warning, another 5 **business days'** notice of its intention to disconnect the **customer** (the 5 **business days** shall be counted from the **date of receipt** of the notice).

THE COMMON SEAL OF)
THE ESSENTIAL SERVICES)
COMMISSION OF SOUTH)
AUSTRALIA was hereunto affixed)
by authority of the Chairperson)
and in the presence of:)

.....

Witness.

.....

Date

SCHEDULE

PART 1

DEFINITIONS

“**Act**” means the *Electricity Act 1996 (SA)* and includes any statutory instrument made under that Act;

“**best endeavours**” means to act in good faith and use all reasonable efforts, skill and resources;

“**business day**” means a day on which banks are open for general banking business in Adelaide, other than a Saturday or a Sunday;

“**code**” means any code made by the **Commission** under section 28 of the *Essential Services Commission Act 2002 (SA)* from time to time;

“**Commission**” means the Essential Services Commission established under the *Essential Services Commission Act 2002*;

“**connection**” means to form a physical link to the network;

“**customer**” means a customer as defined in the **Act**;

“**date of receipt**” means, in relation to the receipt by a **customer** of a notice given by the **licensee**:

- (a) in the case where the **licensee** hands the notice to the **customer**, the date the **licensee** does so;
- (b) in the case where the **licensee** sends a notice by facsimile or by email before 5.00pm on a **business day**, on that **business day**, otherwise on the next **business day**;
- (c) in the case where the **licensee** leaves the notice at the **customer’s supply address**, the date the **licensee** does so;
- (d) in the case where the **licensee** gives the notice by post or, registered mail or lettergram, a date 2 **business days** after the date the **licensee** sent the notice.

“**Industry Ombudsman**” means the Ombudsman appointed under the scheme approved by the Commission;

“**Electricity Infrastructure**” means the electricity infrastructure used in connection with the **operations**, (but does not include an electrical installation);

“**emergency**” means an emergency due to the actual or imminent occurrence of an event which in any way endangers or threatens the to endanger the safety or health of any person, or the maintenance of power system security, in the State of South Australia, or which destroys or damages, or threatens to destroy or damage, any property in the state of South Australia;

“**licensee**” means Cowell Electric Supply Pty Ltd ACN: 095 517 490;

“**meter**” does not include: a meter the provision and operation of which is regulated by the *National Electricity Code*; and

“**metering**” means metering undertaken by means of a meter;

“**metering data**” has the meaning given to that term in the *National Electricity Code*;

“**National Electricity Code**” means the *Code*, as defined in the ***National Electricity Law***;

“**National Electricity Law**” means the *National Electricity Law* referred to in the *National Electricity (South Australia) Act 1996 (SA)*;

“**Network**” means the distribution network set out in the Annexure;

“**operations**” means the carrying on by the **licensee** of the operation of the **Network**;

“**Planning Council**” means the Electricity Supply Industry Planning Council established under Part 2 of the Act;

“**rule**” means any rule made by the Commission under section 28 of the *Essential Services Commission Act 2002 (SA)*, from time to time;

“**supply address**” means the address for which a **customer** purchases electricity where there is only one connection point at that address;

or

where there is more than one connection point at the address, each connection point through which the **customer** purchases electricity from the same **licensee**;

“**Supply Interruption**” means an interruption in electricity supply affecting any **customer** and includes a supply interruption occurring as a result of:

- (a) an act or omission of another person; or
- (b) an outage,

but does not include:

- (c) in respect of a **customer**, an interruption in electricity supply in accordance with an interruptible supply contract with that **customer**; or
- (d) an interruption of supply rectified by an automatic fault clearing operation;

“**Technical Regulator**” means the person holding the office of Technical Regulator under Part 2 of the Act.

SCHEDULE PART 2 INTERPRETATION

In this licence, unless the context otherwise requires:

- (a) headings 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 code corporate and any governmental agency and vice versa;
- (e) a reference to a clause, schedule or annexure is to a clause, schedule or annexure of this licence;
- (f) a reference to any statute, 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 re replacing them and a reference to a statute includes all regulations, proclamations, orders in council, ordinances, by-laws and determinations issued under that statute;
- (g) 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;
- (h) 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;
- (i) a reference in this licence to a distribution network includes a reference to a distribution network which is not owned by the entity but is operated by the entity.
- (j) A reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns;
- (k) Other parts of speech and grammatical forms of a word or phrase defined in this licence have a corresponding meaning.

ANNEXURE 2

Location of Distribution Network:

Iron Knob

Pimba

Woomera



ELECTRICITY RETAIL LICENCE

Cowell Electric Supply Pty Ltd

ACN: 095 517 490

Issued by the Technical Regulator

on 24 December 1997

Last varied by the

Essential Services Commission of South Australia

on 01/07/2005

ELECTRICITY

RETAIL LICENCE

1. DEFINITIONS AND INTERPRETATION

- 1.1 Words appearing in italics like *this* are defined in part 1 of the schedule.
- 1.2 This licence must be interpreted in accordance with the rules set out in Part 2 of the schedule.

2. GRANT OF LICENCE

- 2.1 This licence authorises the *licensee* to retail electricity to any person for consumption at the localities specified in the Annexure.

3. TERM OF LICENCE

- 3.1 This licence commences on 1 January 1998 and continues until and including 30 June 2007 unless earlier:
- (a) surrendered by the *licensee* under section 29 of the *Act*;
 - (b) suspended or cancelled by the *Commission* under section 37 of the *Act*.

4. SCOPE OF LICENCE

- 4.1 The *licensee* must ensure that any risk or injury to a person, or damage to property, arising out of the *operations* authorised by this licence, is eliminated or minimised.

5. COMPLIANCE WITH CODES

- 5.1 The *licensee* must comply with any *codes* or *rules* made by the *Commission* from time to time, that the *Commission* has advised the *licensee* in writing as being applicable to the *licensee*.
- 5.2 If the *licensee* commits a material breach of a provision of an applicable code, the *licensee* must notify the *Commission* of that breach within 3 days after becoming aware of the breach.

6. OMBUDSMAN AND DISPUTES

- 6.1 The *licensee* must participate in the *Industry Ombudsman Scheme*, if requested by the *Commission* by written notice.
- 6.2 The *licensee* must also implement procedures for the management and resolution of *customer* disputes which, as a minimum, ensure that the basic procedures of AS 4269 – 1995 "Complaints Handling" are followed.

7. INFORMATION TO THE COMMISSION

- 7.1 The *licensee* must, from time to time, in a manner and form determined by the *Commission*, provide to the *Commission*:

- (a) details of the *licensee's* financial, technical and other capacity to continue the operations authorised by this licence; and
- (b) such other information as the **Commission** may require.

8. ANNUAL RETURN

- 8.1 The *licensee* must submit an Annual Return to the **Commission** by 31 August each year. Each Annual Return must contain the information specified by the **Commission** from time to time.

9. OPERATIONAL AND COMPLIANCE AUDITS

- 9.1 The *licensee* must undertake periodic audits of the operations authorised by this licence and its compliance with its obligations under this licence and any applicable codes in accordance with the requirements of any applicable guideline issued by the **Commission** for this purpose.
- 9.2 The requirements of the applicable guideline referred to in clause 9.1 may be varied by written notice given by the **Commission**.
- 9.3 The results of each audit conducted under clause 9.1 must be reported to the **Commission** in a manner approved by the **Commission**.
- 9.4 The *licensee* must also conduct any further audits, as required by the **Commission**, in a manner approved by the **Commission**. The results of such audits must be reported to the **Commission** in a manner approved by the **Commission**.
- 9.5 The **Commission** may require the *licensee* to use an independent expert approved by the **Commission** to conduct audits under this clause.

10. "RETAILER OF LAST RESORT" OBLIGATIONS

- 10.1 The *licensee* must, to the extent required by the **Commission**, participate in the development and implementation of arrangements for:
- (a) another person to act as "retailer of last resort" in respect of the operations authorised by this licence (including, but not limited to, arrangements to ensure the remuneration of that person); or
 - (b) acting as the "retailer of last resort" in respect of another electricity entity retailing electricity to *customers*.

11. COMPLIANCE WITH LAWS

- 11.1 The *licensee* must comply with all applicable laws, including, but not limited to, any technical or safety requirements or standards contained in regulations made under the **Act**.

12. CONFIDENTIALITY

- 12.1 The *licensee* must, unless otherwise required by law, this licence, or a code:

- (a) comply with any rules made by the **Commission** from time to time relating to the use of information acquired by the **licensee** in the course of operating the business authorised by this licence; and
 - (b) ensure that information concerning a **customer** is not disclosed without the prior written consent of, or as agreed in writing with, the **customer**.
- 12.2 The **licensee** must not disclose confidential information to an intelligence or law enforcement agency unless requested to do so by an intelligence or law enforcement agency on the basis that:
- (a) disclosure is necessary under the terms of a warrant issued under Division 2 of the Australian Security Intelligence Organisation Act 1979 or under the terms of any other court order; or
 - (b) disclosure is reasonably necessary for the enforcement of the criminal law or of a law imposing a pecuniary penalty or for the protection of the public revenue; or
 - (c) disclosure is necessary to safeguard the national security of Australia.
- 12.3 The **licensee** may accept an assertion of an intelligence or law enforcement agency, without making further enquiry, for the purposes of clause 12.2(b) and clause 12.2(c).

13. STANDARD CONTRACTUAL TERMS AND CONDITIONS

- 13.1 The **Commission** may, by notice in writing to the **licensee**, require the **licensee** to amend its standard terms and conditions for the supply of electricity to **customers**.
- 13.2 The **licensee** must, on request by a **customer**, provide that **customer** with a copy of the standard terms and conditions governing the supply of electricity to that **customer**, free of charge.
- 13.3 If a **customer** has already received a copy of the standard terms and conditions governing the supply of electricity to that **customer**, and requests another copy within a 12 month period, the retailer may impose a reasonable charge for providing that copy.
- 13.4 The **licensee** must advise the **Commission** before it makes a significant alteration to the standard terms *and conditions of supply*, and, *if requested by the Commission, must advise customers*, in a manner and form specified by the **Commission**, of this change.

14. USE OF ELECTRICITY AND ILLEGAL USE

14.1 Licensee's right of recovery for illegal use

- (a) Despite clause 17, if the **licensee** has undercharged or not charged a **customer** as a result of the **customer's** fraud or intentional consumption of electricity otherwise than in accordance with applicable regulatory instruments, the **licensee** may estimate the consumption for

which the **customer** has not paid and bill or take debt recovery action for all of that unpaid amount.

14.2 Non-application of payment difficulties clause

- (a) Clause 24 does not apply if, during the course of the **customer's** dealings with the retailer, the **customer** is convicted of an offence involving fraud or theft of electricity.

14.3 Disconnection and illegal use

- (a) Notwithstanding any of the requirements of clause 29, but in compliance with clause 32.1(b), a **licensee** may arrange for the disconnection of a **customer's** supply address immediately where the **customer** has used electricity contrary to clause 14.1.

15. BILLING

15.1 When bills are issued

- (a) The **licensee** must use its **best endeavours** to issue a bill to a **customer** at least **quarterly**.
- (b) Nothing in clause 15.1 will prevent the **licensee** from issuing a bill more frequently than **quarterly** to a **business customer**.
- (c) Nothing in clause 15.1 will prevent a **licensee** from issuing a bill more frequently than **quarterly** to a **residential customer** where the **licensee** has obtained a **residential customer's** explicit informed consent to issue bills on that basis.

15.2 How bills are issued

- (a) The **licensee** must issue a bill to a **customer** at the **supply address**, unless the **customer** nominates another address.

15.3 What is covered in a bill

- (a) Each bill issued to a **customer** by the **licensee** must itemise separately the following charges:
 - (i) all charges for electricity sold by the **licensee** to the **customer**,
 - (ii) any other charge relating to the sale of electricity to the **customer** by the **licensee** at the **supply address** (including special meter readings, account application fees, public lighting, fixed charges for special purpose electricity sales).

15.4 Particulars on each bill

- (a) A **licensee** must include at least the following particulars on each bill:
 - (i) the date of the last meter reading estimate and the number of days since the previous reading or estimate;
 - (ii) the meter readings, **metering data** or estimates for the bill;
 - (iii) consumption, or estimated consumption, in units used (eg kWh);

- (iv) the pay by date;
- (v) the telephone number for billing, payment enquiries and instalment payment options;
- (vi) a 24 hour contact telephone number for faults and emergencies;
- (vii) the **customer's supply address** and any other relevant address;
- (viii) the **customer's** name and account number;
- (ix) the amount of arrears or credit;
- (x) the amount of any **security deposit** provided by the **customer**; and
- (xi) on **residential customer's** bills only, a reference to the availability of concessions, if any.

16. METER READING

16.1 Meter reading for billing purposes

- (a) Subject to clause 16.2, the **licensee** must base a **customer's** bill on an actual reading of the relevant meter at the **customer's supply address** and use its **best endeavours** to ensure that the meter at the **customer's supply address** is read as frequently as is required to prepare its bills and in any event at last once every 12 months.

16.2 Estimated bills

- (a) Where a **licensee** is unable to base a bill on a reading of the meter at a **customer's supply address** because:
 - (i) access is denied as a result of the actions of the **customer**, or a third party, weather conditions or an industrial dispute;
 - (ii) the meter cannot safely be accessed in order to read it;
 - (iii) the meter or ancillary equipment has recorded the electricity usage incorrectly; or
 - (iv) the meter has been tampered with,the **licensee** may provide the **customer** with an estimated bill based on:
 - (i) the **customer's** reading of the meter;
 - (ii) the **customer's** prior electricity usage history at that **supply address**; or
 - (iii) where the **customer** does not have a prior energy usage history at that **supply address**, the average usage of energy by a comparable **customer** over the corresponding period.

- 16.3 The **licensee** may also provide the **customer** with an estimated bill or bills where:

- (a) the **customer** and the **licensee** have agreed to the issue of an estimated bill or bills; or
- (b) the **licensee** adopts an estimating system approved by the **Commission**.

16.4 Adjustments to subsequent bills

- (a) Where the **licensee** has provided a **customer** with an estimated bill, and the meter is subsequently read, the **licensee** must include an adjustment on the next bill to take account of the actual meter reading.

16.5 Advice that a bill is an estimated bill

- (a) When the **licensee** issues a **customer** with an estimated bill it must publish a notice in a prominent location on that bill advising that the bill is based on an estimated reading of the meter.

16.6 Pass through of cost where access is denied

- (a) Where a **customer** has denied access to a meter for the purpose of reading that meter, and subsequently requests the **licensee** to replace an estimated bill with a bill based on a reading of the meter, the **licensee** must comply with that request but may pass through to that **customer** any costs it incurs in doing so.

17. UNDERCHARGING

17.1 Recovery from customers

- (a) Subject to clause 17.2, where the **licensee** has undercharged a **customer** as a result of an act or omission of the **licensee**, it may recover from the **customer** the amount undercharged.

17.2 Limitations on recovery where due to retailer or distributor error

- (a) Where the **licensee** proposes to recover an amount undercharged as a result of the **licensee's** error, the **licensee** must:
 - (i) limit the amount to be recovered to the amount undercharged in the 12 months prior to the meter reading date on the **customer's** last bill;
 - (ii) list the amount to be recovered as a separate item in a special bill or in the next bill, together with an explanation of that amount;
 - (iii) not charge the **customer** interest on that amount; and
 - (iv) if the **customer** requests it, allow the **customer** time to pay that amount by agreed instalments, over a period nominated by the **customer** being no longer than:
 - (A) the period during which the undercharging occurred (if the undercharging occurred over a period of less than 12 months); or
 - (B) in any other case, 12 months.

18. OVERCHARGING

18.1 Notice and payment to customers

- (a) Where a **customer** has been overcharged as a result of an act or omission of the **licensee**, the **licensee** must inform the **customer** accordingly within 10 **business days** of the **licensee** becoming aware of that error and:
 - (i) credit that amount to the **customer's** next bill; or
 - (ii) if this credit cannot be made (for example, if the **customer** will not have another bill from the **licensee**) the **licensee** must repay that amount to the **customer** within 10 **business days**.

19. WHERE A TARIFF OR TARIFF TYPE HAS CHANGED

19.1 Obligations on retailers

- (a) Where during a **billing cycle** a **customer** changes from one type of tariff to another type of tariff, the **licensee** must (if it is necessary to do so due to the change in the type of tariff applying to that **customer**):
 - (i) obtain a meter reading at the time the type of tariff changes; and
 - (ii) calculate the **customer's** bill using the type of tariff applying during the period prior to and after the date of the meter reading referred to in clause 19.1(a).

19.2 Change of tariff within a billing cycle

- (a) Where during a **billing cycle** the tariff rate or charge applying to a **customer** changes, the **licensee** must calculate the bill on a pro rata basis using:
 - (i) the old tariff rate or charge up to and including the date of change; and
 - (ii) the new tariff rate or charge from the date of the change to the end of the **billing cycle**.

19.3 Alternative tariffs or tariff options

- (a) Where the **licensee** offers alternative tariffs or tariff options and a **customer**:
 - (i) applies in writing to the **licensee** to transfer from that **customer's** current tariff to another tariff; and
 - (ii) demonstrates to the **licensee** that it satisfies all of the conditions relating to that other tariff.

the **licensee** must transfer the **customer** to that tariff within 10 **business days** of satisfying those conditions.

19.4 Effective date of transfer between tariffs

- (a) Where a **customer** transfers from one tariff type to another, in accordance with clause 19.3, the effective date of the transfer will be:

- (i) the date on which the last meter reading at the old tariff is obtained; or
- (ii) where the transfer requires a change to the meter at the **customer's supply address**, the date the meter change is completed.

19.5 Change in tariff on notification by customer of change in use

- (a) Where a **customer** informs the **licensee** of a change in use of the **customer's supply address**, the **licensee** may require the **customer** to transfer to a tariff applicable to the **customer's** use of the **supply address**.

19.6 Retrospective change in tariff

- (a) If a **customer** fails to give notice to the **licensee** of a change in the use of the **customer's supply address**, and the **licensee** subsequently becomes aware of the change in use, the **licensee** may transfer the **customer** retrospectively from the date of the change.

20. PAYMENT

20.1 Minimum time for payment of a bill

- (a) Unless otherwise agreed with a **customer**, the pay by date specified in the bill must not be less than 12 **business days** after the date the **licensee** sends the bill.

20.2 Issue of reminder notices

- (a) If a **customer** has not paid a bill by the due date, the **licensee** may send to that **customer** a reminder notice that its bill is past due, giving the **customer** a further due date (not less than 5 **business days** after the date the notice is issued).

20.3 Late payment interest for business customers

- (a) A **licensee** may charge a business **customer** interest on a late payment, at a rate and on terms and conditions as approved by the **Commission** from time to time for a specific group of **customers**.

21. PAYMENT METHODS

21.1 The **licensee** must offer at least the following payment methods to its **customers**:

- (a) in person; and
- (b) by mail.

22. APPROVAL FROM COMMISSION TO ADOPT PRE-PAYMENT METERING SYSTEMS

22.1 The *licensee* must not implement a pre-payment metering system in respect of its *customers* unless the *licensee* has obtained the *Commission's* prior written approval for the adoption of that pre-payment metering system.

23. LONG ABSENCE OR ILLNESS

23.1 Where a *residential customer* is unable to arrange payment whether due to illness or long absence, the *licensee* must offer:

- (a) payment in advance facilities; and
- (b) redirection of the *customer's* bill as requested by the *customer* free of charge.

24. PAYMENT DIFFICULTIES

24.1 Where a *residential customer* informs the *licensee* in writing or by telephone that the *residential customer* is experiencing payment difficulties, the *licensee* must advise the *residential customer*, as soon as is reasonably practicable, of instalment plan options offered by the *licensee* at that time and, where appropriate:

- (a) the right to have a bill redirected to a third person, as long as that third person consents in writing to that redirection;
- (b) information on independent financial and other relevant counselling services.

24.2 Where a *residential customer* requests information or a redirection of its bills, under this clause, the *licensee* must provide that information or redirection free of charge.

25. PAYING BY INSTALMENTS

25.1 Minimum instalment payment options

- (a) The *licensee* must offer *residential customers* at least the following payment options:
 - (i) a system or arrangement under which a *residential customer* may make payments in advance towards future bills; and
 - (ii) an interest and fee free instalment plan or other arrangement under which the *residential customer* is given more time to pay a bill or to pay arrears (including any disconnection or reconnection charges).

25.2 When a retailer may require instalments in advance

- (a) The *licensee* may require a *residential customer* to pay by instalments in advance if the *residential customer* is in arrears or as an alternative to the *residential customer* paying a *security deposit*.

25.3 When a retailer does not need to offer an instalment plan

- (a) The *licensee* does not have to offer a *residential customer* an instalment plan if the *residential customer* has, in the previous 12 months, had 2 instalment plans cancelled due to non-payment. In such a case, the *licensee* must offer another instalment plan only if the *licensee* is reasonably satisfied that the *residential customer* will comply with that instalment plan.

25.4 Obligations on retailers when offering instalment plans

- (a) The *licensee* offering an instalment plan must, in determining the period of the plan and calculating the amount of the instalments, take into account information from the *residential customer* about the *residential customer's* usage needs and capacity to pay;

25.5 No limitation on payment options

- (a) Nothing in this licence limits the payment options that a *licensee* may offer to a *customer*.

26. REVIEW OF BILL

26.1 Obligation to review a bill on request

- (a) The *licensee* must review a *customer's* bill when asked by that *customer*.

26.2 Time frame for report on request

- (a) The *licensee* must inform the *customer* of the outcome of that review as soon as reasonably possible, but in any event, within 30 *business days*.

26.3 Payments during a review of a bill

- (a) Where a *licensee* is reviewing a bill, the *licensee* may require the *customer* to pay:
- (i) the greater of:
 - (A) that portion of the bill under review that the *customer* and the *licensee* agree is not in dispute; or
 - (B) an amount equal to the average amount of the *customer's* bills in the previous 12 months (excluding the bill in dispute); and
 - (ii) any future bills that are properly due.

26.4 Customer requests for testing of meters or metering data

- (a) Where the *customer* requests that, in reviewing the bill, the meter reading be checked or the meter tested, the *licensee* must, as the case may be:
- (i) arrange for a check of the meter reading; or
 - (ii) arrange for a test of the meter.

- (b) The **customer** must pay the **licensee** in advance the **licensee's** reasonable charge for checking the meter reading, metering data or for testing the meter.

26.5 Procedures following a review of a bill

- (a) Where, after conducting a review of the bill, the **licensee** is satisfied that it is:
 - (i) correct, the **licensee** may require the **customer** to pay the amount of that bill which is still outstanding; or
 - (ii) incorrect, the **licensee**:
 - (A) must correct the **customer's** bill in accordance with clause 17 or clause 18;
 - (B) must refund (or set off against the amount in clause 26.5(a)(ii)(C) any fee paid in advance under clause 26.4(b);
 - (C) may require the **customer** to pay the amount of that bill which is still outstanding; and
 - (D) must advise the **customer** of the existence of its dispute resolution processes.

27. CHARGE FOR DISHONOURED PAYMENTS

- 27.1 If a **customer** pays the **licensee's** bill by cheque, by a direct debit from an account with an **ADI**, or by credit card, and the payment is dishonoured or reversed, which results in the **licensee** incurring a fee, the **licensee** may recover from the **customer** the amount of that fee.

28. SECURITY DEPOSITS AND ALTERNATIVES

28.1 Requirement for security deposit

- (a) The **licensee** may require a **customer** to provide a **security deposit** at the time the **customer** makes an application for connection, or an application for reconnection after being disconnected, or before selling energy to the **customer**.

28.2 Amount of security deposit

- (a) Subject to approval and annual review by the **Commission** and to clause 28.4:
 - (i) the amount of a **security deposit** for a **customer** who is on a quarterly billing cycle must not be greater than 1.5 times the average quarterly bill; and
 - (ii) the amount of a **security deposit** for a **customer** who is on a monthly billing cycle must not be greater than 2.5 times the average monthly bill.

28.3 Commission to determine average bill amounts

- (a) The average quarterly and monthly bill for each category of **customer** will be as determined by the **Commission** from time to time.

28.4 Increase of security deposit amount for business customers

- (a) The **licensee** may increase a **business customer's** existing **security deposit**, where that deposit is insufficient to secure the **business customer's** current electricity usage taking into account the limits of **security deposits** as calculated using the average of the **business customer's** last bills.

28.5 When a security deposit can be required

- (a) The **licensee** must not require a **customer** to provide a **security deposit** unless:
 - (i) the **customer** has left a previous supply address without settling an outstanding electricity debt owing to that **licensee**, the debt remains outstanding, and the **customer** refuses to make arrangements (acceptable to both parties) to pay the debt; or
 - (ii) the **customer** has within the previous two years been responsible for the use of electricity contrary to clause 14 of this licence; or
 - (iii) the **customer** is a new **customer** and:
 - (A) has refused or failed to produce **acceptable identification**; or
 - (B) has not provided information demonstrating a satisfactory history of paying electricity accounts; or
 - (C) the **licensee** has reasonably formed the view that the new **customer** has an unsatisfactory credit rating;

and the **licensee** has, in accordance with clauses 24 and 2525 offered the **customer** an instalment plan or other payment option and the **customer** has refused, or failed to agree to, the offer.

28.6 Alternatives to cash security deposits which must be accepted

- (a) The **licensee** must accept a bank guarantee from a **business customer** as an alternative to a cash **security deposit**.

28.7 Interest on security deposits

- (a) Where the **licensee** has received a **security deposit** from a **customer**, the **licensee** must pay interest, if any, to the **customer**, on the deposit at a rate and on terms and conditions as approved by the **Commission**.

28.8 Obligation to return a security deposit

- (a) Where a **customer** has been required by a **licensee** to pay a **security deposit** and:

- (i) the **customer** completes 24 months (or such lesser time agreed with the **customer**) of paying its bills by the pay by dates for those bills; or
 - (ii) the **customer** ceases to purchase electricity from the **licensee** at the **supply address** to which the **security deposit** relates and a final reading of the meter for that **supply address** is completed and the **customer** has not commenced purchasing electricity from the **licensee** at a different **supply address**,
- the **licensee** must return the **security deposit** and any interest to the **customer**.

28.9 Security deposit may be credited to next bill

- (a) The **licensee** may pay the **security deposit** to the credit of the **customer's** next bill. However, if the **customer** will not have another bill, the **licensee** must repay the **security deposit** to the **customer** within 10 **business days**.

28.10 Return of bank guarantee

- (a) Where the **licensee** has accepted a bank guarantee from a **business customer** in lieu of a **security deposit**, the **licensee** must return the bank guarantee within the 10 **business days** of the **business customer** satisfying the conditions referred to in clause 28.8.

28.11 Identification in a licensee's accounts

- (a) The **licensee** must keep **security deposits** in a separate account and separately identify in its company accounts, at all times, the value of **security deposits** which it holds for **customers**.

28.12 Use of a security deposit

- (a) The **licensee** may use a **customer's security deposit** and interest which has accrued to it to offset any amount owed by that **customer** to the **licensee** and/or the **distributor**:
 - (i) if the **customer** fails to pay a bill resulting in disconnection of the **supply address**; or
 - (ii) in relation to a final bill issued by the **licensee** when the **customer** vacates a supply address or ceases to buy energy from the **licensee** at that **supply address** or asks that the **supply address** be disconnected.

However, the **licensee** must not, without the **customer's** written consent, use a **customer's security deposit** to offset charges in respect of any goods or services (other than electricity) provided by the **licensee**.

28.13 Obligation to account

- (a) The **licensee** must account to the **customer** for any use of the **security deposit** (and pay the balance, if any, to the **customer**) within 10 **business days**.

29. DISCONNECTION OF A SUPPLY ADDRESS

29.1 Disconnection

- (a) Subject to clause 30.2, the **licensee** may arrange to disconnect a **customer's supply address** in accordance with this clause 29 if a **customer** has not:
- (i) paid a bill; or
 - (ii) agreed to an offer (made in accordance with clause 24 and clause 25) of an instalment plan or other payment option to pay a bill; or
 - (iii) adhered to the **customer's** obligations to make payments in accordance with an agreed instalment plan or other payment option relating to the payment of bills.

29.2 Residential customers – limitation on disconnection by licensees

- (a) Where, because of a lack of sufficient income on the part of a **customer** and any other person normally resident at the **customer's supply address**, the **customer** is unable to pay a bill, the **licensee** must not request the disconnection of the **customer's supply address** except in accordance with clause 29.3 and clause 29.4.

29.3 Obligations on retailers prior to disconnection

- (a) The **licensee** must have:
- (i) used its best endeavours to contact the residential **customer** personally either:
 - (A) by telephone;
 - (B) by mail;
 - (C) by lettergram; or
 - (D) by any other method approved by the **Commission** from time to time;
 - (ii) offered the **customer** alternative payment options of the kind referred to in clause 24 and clause 25;
 - (iii) given the **customer** a reminder notice; and
 - (iv) after the expiry of the period referred to in the reminder notice, given the **customer** a written disconnection warning with 5 **business days'** notice of its intention to arrange for the disconnection (the 5 **business days** shall be counted from the **date of receipt** of the **disconnection warning**).

- 29.4 A **licensee** is not obliged to offer an instalment plan as provided in clause 29.3(a)(ii) where the **customer** has in the previous twelve months had two instalment plans cancelled due to non-payment.

30. DISCONNECTION FOR DENYING ACCESS TO THE METER

30.1 Retailer may arrange disconnection after 3 billing cycles

- (a) Where the **customer** fails to allow, for 3 consecutive **billing cycles** (or such longer period as the **licensee** nominates), access to the **customer's supply address** to read a meter, the **licensee** may arrange for the disconnection of the **customer's supply address**.

30.2 Limitations on retailer's disconnection rights

- (a) The **licensee** must not exercise its disconnection right under this clause unless the **licensee** has:
 - (i) given the **customer** an opportunity to offer reasonable alternative access arrangements;
 - (ii) on each of the occasions access was denied, given the **customer** written notice requesting access to the meter or meters at the supply address and advising of the licensee's ability to arrange for disconnection under clause 30.1;
 - (iii) used its best endeavours to contact the **customer** personally either:
 - (A) by telephone;
 - (B) by mail;
 - (C) by lettergram; or
 - (D) by any other method approved by the **Commission** from time to time; and
 - (iv) given the **customer** a written disconnection warning with 5 **business day's** notice of its intention to arrange for the disconnection (the 5 **business days** shall be counted from the **date of receipt** of the **disconnection warning**).

31. DISCONNECTION FOR FAILURE TO PAY SECURITY DEPOSIT

- 31.1 The **licensee** may arrange for the disconnection of a **customer's supply address** where the **customer** refuses to pay a **security deposit** or provide a bank guarantee in accordance with clause 28.
- 31.2 The **licensee** must not exercise its right to disconnect under this clause for failure to pay a **security deposit** or bank guarantee in accordance with this licence unless the **licensee** has given the **customer** not less than 5 **business days'** written notice of its intention to arrange for the disconnection (the 5 **business days** shall be counted from the **date of receipt** of the notice).

32. WHEN THE LICENSEE MAY NOT ARRANGE FOR DISCONNECTION

- 32.1 The **licensee** must not arrange for the disconnection of a **customer's supply address**:
 - (a) for non-payment of a bill where the amount outstanding is less than an amount approved by the **Commission** and the **customer** has agreed with the **licensee** to repay that amount;

- (b) where the **customer** or a person residing at the **customer's supply address** has advised the **licensee** that a person ordinarily residing at the **supply address** is dependent on designated life support equipment in accordance with the provisions of clause 34 of this Licence;
 - (c) where a **customer** has made a complaint, directly related to the reason for the proposed disconnection, to an external dispute resolution body and the complaint remains unresolved;
 - (d) after 3.00pm on a business day; or
 - (e) on a Friday, on a weekend, on a public holiday or on the day before a public holiday, except in the case of a planned interruption.
- 32.2 If a **customer** requests the licensee to arrange for the preparation and issue of a final bill, or the disconnection of, the **customer's supply address**, the **licensee** must use its **best endeavours** to arrange for that bill or disconnection in accordance with the **customer's** request.

33. RECONNECTION AFTER DISCONNECTION

33.1 Retailer and customer obligations

- (a) Where the **licensee** has arranged for the disconnection of a **customer's supply address**:
 - (i) under clause 29.1, for non-payment of a bill and the **customer** has within 10 **business days** of the date on which the disconnection occurred paid or agreed to accept an offer (made in accordance with clause 25) of an instalment plan and made a contribution to that instalment plan, or other payment option; or
 - (ii) under clause 30.1, because access to the meter was denied and the **customer** has within 10 **business days** of the date on which the disconnection occurred provided access to the meter; or
 - (iii) under clause 14, because a **customer** has been using energy illegally and the **customer** has within 10 **business days** of the date on which the disconnection occurred remedied that breach, and has paid, or made an arrangement to pay, for the electricity so obtained; or
 - (iv) under clause 31.1, because the **customer** has refused to pay a **security deposit** or provide a bank guarantee and has within 10 **business days** of the date on which the disconnection occurred done so;

the **licensee** must arrange for the reconnection of the **customer's** supply address in accordance with this clause, subject to:

- (i) clause 14 of this Licence;
- (ii) the **customer** making a request for reconnection; and

- (iii) the **customer** first paying the **licensee's** reasonable charge for reconnection, if any.

33.2 Request by 4pm

- (a) Where under this clause the **licensee** is obliged to arrange for the reconnection of a **customer's supply address** and the **customer** makes a request for reconnection before 4.00pm on a **business day**, the **licensee** must use its **best endeavours** to arrange for the reconnection on the day of the request and, in any event, by the next **business day**.

33.3 Request between 4pm and 9pm

- (a) Where under this clause the **licensee** is obliged to reconnect a **customer's supply address** and the **customer** makes a request for reconnection after 4.00pm and before 9.00pm on a **business day**, and pays the **licensee's** reasonable charge for after hours connection, the **licensee** must arrange for the reconnection on the day requested by the **customer** unless the **licensee** informs the **customer** that this is not possible, in which case the **licensee** must arrange for connection by the end of the next **business day** and the after hours connection fee does not apply.

33.4 Request after 9pm

- (a) Where under this clause the **licensee** is obliged to reconnect a **customer's supply address** and the **customer** makes a request for reconnection after 9.00pm, on a **business day**, the **licensee** must arrange for the reconnection by the end of the next **business day**.

34. SPECIAL NEEDS

34.1 Life support equipment

- (a) Where a **customer** provides the **licensee** with confirmation from a registered medical practitioner or a hospital that a person residing at the **customer's supply address** requires life support equipment, the **licensee** must:
 - (i) register the **supply address** as a life support equipment address;
 - (ii) not arrange for the disconnection of that **supply address** while the person continues to reside at that address and requires the use of life support equipment; and
 - (iii) give the **customer** a faults and emergencies telephone contact number.

34.2 Cessation of requirement for life support equipment

- (a) The **licensee** may require that a **customer** whose **supply address** has been registered under this clause inform the **licensee** if the person for whom the life support equipment is required vacates the **supply address** or no longer requires the life support equipment.

34.3 Definition of life support equipment

- (a) For the purposes of this clause, "life support equipment" means:
 - (i) an oxygen concentrator; or
 - (ii) an intermittent peritoneal dialysis machine; or
 - (iii) a haemodialysis machine; or
 - (iv) a ventilator for life support (polio only); or
 - (v) other equipment as notified by the Commission from time to time.

THE COMMON SEAL OF)
THE ESSENTIAL SERVICES)
COMMISSION OF SOUTH)
AUSTRALIA was hereunto affixed)
by authority of the Chairperson)
and in the presence of:)

.....
Witness

.....
Date

SCHEDULE

PART 1

DEFINITIONS

In this Licence:

“**acceptable identification**” in relation to:

- (a) A **residential customer**, includes one or more of the following:
 - (i) a driver’s licence, a current passport or other form of photographic identification;
 - (ii) a Pensioner Concession Card or other entitlement card issued by the State or Commonwealth Government;
 - (iii) a birth certificate.
- (b) A **business customer** which is a sole trader or partnership, includes one or more of the forms of identification for a **residential customer** for each of the individuals that conduct the business.
- (c) A **business customer** which is a body corporate, includes the body corporate’s Australian Company Number or Australian Business Number.

“**Act**” means the *Electricity Act 1996 (SA)*;

“**ADI**” means an authorised deposit taking institution within the meaning of the Banking Act 1959 (Cth) as defined in section 4 of the *Acts Interpretation Act 1915 (SA)*;

“**best endeavours**” means to act in good faith and use all reasonable efforts, skill and resources;

“**billing cycle**” means the regular concurrent period for which a **customer** receives a bill from the **licensee**;

“**business customer**” means a **customer** who is not a **residential customer**;

“**business day**” means a day on which banks are open for general banking business in Adelaide, other than a Saturday, or a Sunday;

“**code**” means any code made by the **Commission** under section 28 of the *Essential Services Commission Act 2002*;

“**Commission**” means the Essential Services Commission established under the *Essential Services Commission Act 2002 (SA)*;

“**customer**” means a **customer** as defined in the **Act**;

“date of receipt” means, in relation to the receipt by a **customer** of a notice (including **disconnection warning**) given by a **licensee**:

- (a) in the case where the **licensee** hands the notice to the **customer**, the date the **licensee** does so;
- (b) in the case where the **licensee** sends a notice by facsimile or by email before 5.00pm on a **business day**, on that **business day**, otherwise on the next **business day**;
- (c) in the case where the **licensee** leaves the notice at the **customer’s supply address**, the date the **licensee** does so;
- (d) in the case where the **licensee** gives the notice by post or, registered mail or lettergram, a date 2 **business days** after the date the **licensee** sent the notice.

“disconnection warning” means a notice in writing in accordance with clause 30;

“distributor” means a holder of a licence to operate a distribution network under Part 3 of the **Act**;

“Industry Ombudsman” means the Ombudsman appointed under the scheme approved by the Commission;

“licensee” means Cowell Electric Supply Pty Ltd ACN: 095 517 490;

“metering data” has the meaning given that term in the National Electricity Code;

“operations” means the retailing of electricity by the **licensee** in the areas authorised by this licence;

“quarterly” means the period of days represented by 365 days divided by 4;

“residential customers” means a **customer** who acquires electricity for domestic use;

“rule” means any rule made by the Commission under section 28 of the *Essential Services Commission Act 2002* (SA);

“security deposit” means an amount of money or other arrangement acceptable to the **licensee** as a security against a **customer** defaulting on a bill;

“supply address” means:

- (a) the address for which a **customer** purchases electricity from a **licensee** where there is only one connection point at that address; or
- (b) where there is more than one connection point at the address, each connection point through which the customer purchases electricity from the same **licensee**.

SCHEDULE PART 2 INTERPRETATION

In this Licence, unless the context otherwise requires:

- (a) headings are for convenience or information 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 and vice versa;
- (e) a reference to a clause, schedule or annexure is to a clause, schedule or annexure of this licence;
- (f) a reference to any statute, 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;
- (g) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement of or novation of, that document or that provision of that document;
- (h) 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;
- (i) a reference in this licence to a distribution network includes a reference to a distribution network which is not owned by the entity but is operated by the entity;
- (j) a reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns;
- (k) other parts of speech and grammatical forms of a word or phrase defined in this licence have a corresponding meaning.

ANNEXURE

Localities – Iron Knob, Pimba

Attachment B

Iron Knob

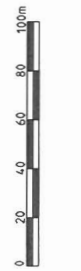
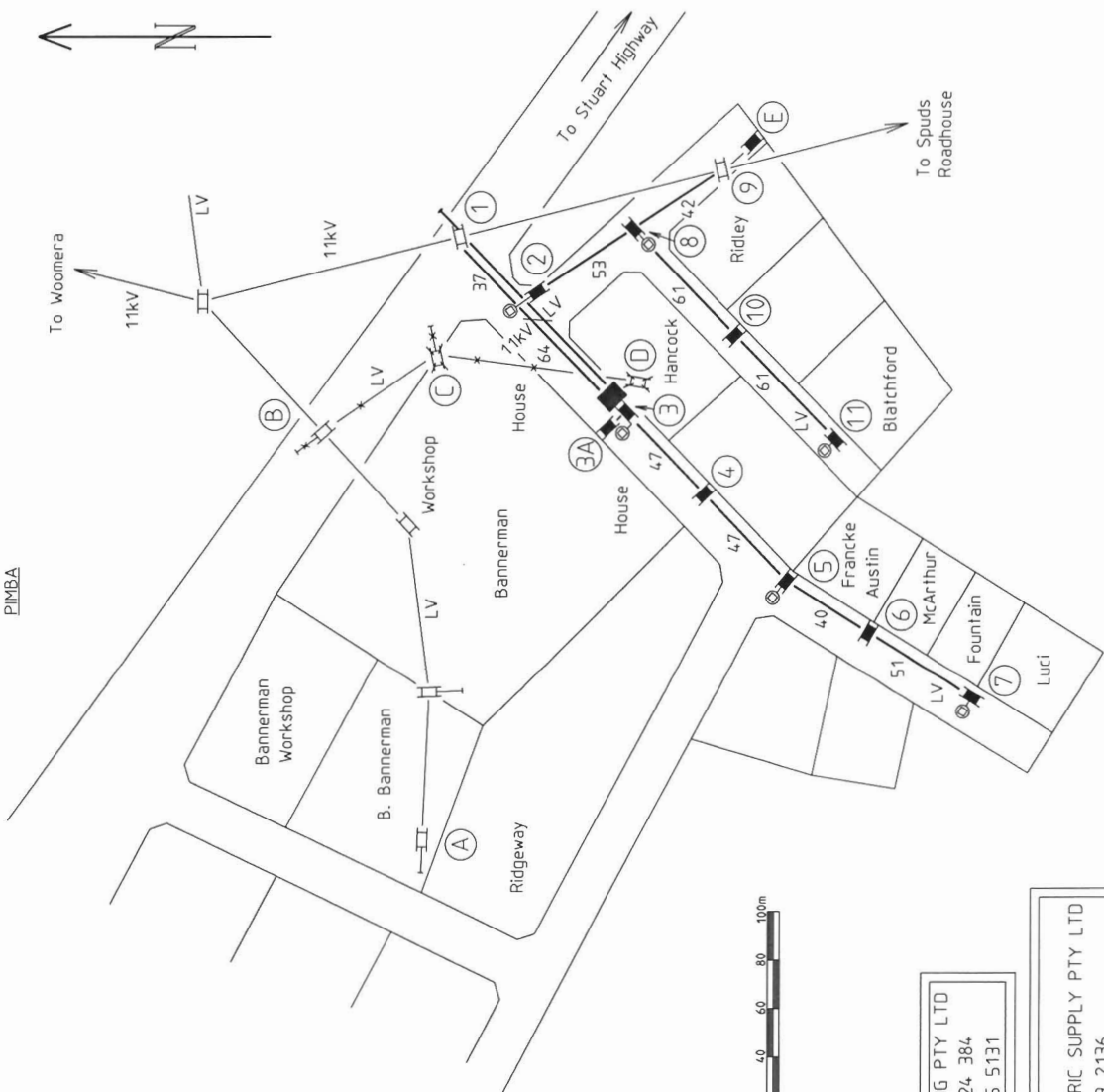
Attachment C

Pimba

PIMBA



- LEGEND**
- EXISTING STOBIE POLE
 - STOBIE POLE TO BE REMOVED
 - PROPOSED STOBIE POLE
 - PROPOSED POLE MOUNTED TRANSFORMER
 - PROPOSED 80W MERCURY VAPOUR P/L
 - EXISTING BACKSTAY
 - BACKSTAY TO BE REMOVED
 - PROPOSED BACKSTAY
 - 11kV or LV
 - EXISTING OVERHEAD MAINS
 - LV OVERHEAD MAINS TO BE REMOVED
 - PROPOSED OVERHEAD MAINS



SOUTH DRILLING PTY LTD
 ABN 24 078 124 384
 Phone 08 8725 5131

CLIENT :
 COWELL ELECTRIC SUPPLY PTY LTD
 Phone 08 8629 2136

STRINGING CHARTS

11kV POLE 1 - POLE 3		LV POLE 1 - POLE 7	
Temp (°C)	Tension (kg)	Temp (°C)	Tension (kg)
10	150	10	570
15	130	15	530
20	115	20	495
25	100	25	470
30	95	30	445
35	90	35	425
40	80	40	405

LV POLE 2 - POLE 9		LV POLE 8 - POLE 11	
Temp (°C)	Tension (kg)	Temp (°C)	Tension (kg)
10	320	10	385
15	310	15	375
20	300	20	365
25	295	25	355
30	285	30	350
35	280	35	345
40	275	40	335

SOUTH DRILLING PTY. LTD.			
PROPOSED 11kV AND L.V. ELECTRICITY RETICULATION			
PIMBA			
SCALE:	A3	REV. A	DISTB.
DRN.	K.L.J.PASSMORE	12/02	
CKD.			
INSP.			
AUTH.			
REV.	APD.	DATE	
A	KLJP	01/03	
DETAILS OF REVISION			
A Added p/lighting. altered tension Poles 2-9			

Attachment D

Woomera