



## Retail Licence

### Electricity Industry Act 2004 (WA)

#### Retail Licence

The Economic Regulation Authority (Authority), established under the *Economic Regulation Authority Act 2003* hereby grants a retail licence to <<Name>> (Licensee) subject to, and in accordance with, the terms set out in this licence.

Dated this <<Date>> day <<Month>> 20xx.

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Signed by a delegate;  
member; or  
the Chairman of the Economic Regulation Authority.

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# Retail Licence

*Electricity Industry Act 2004 (WA)*

LICENCE ERL<<Number>>

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***Applicant's Full Name***  
***(Licensee)***

**<<ABN\_ACN >>**

**<<ADDRESS>>**

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# Retail Licence

## 1 Definitions

**Act** means the *Electricity Industry Act 2004 (WA)*.

**applicable legislation** includes:

- (a) the *Act*;
- (b) the *Regulations*; and
- (c) the *Codes*.

**approved scheme** means a scheme approved under section 92 of the *Act*.

**Authority** means the Economic Regulation Authority.

**business day** means a day which is not a Saturday, Sunday or a Public Holiday in Western Australia.

**Code** means:

- (a) the *Code of Conduct for the Supply of Electricity to Small Use Customers 2004*;
- (b) the *Electricity Industry Customer Transfer Code 2004*;
- (c) the *Electricity Networks Access Code 2004*;
- (d) the *Electricity Industry Metering Code 2005*;
- (e) the *Reliability and Quality of Supply Code 2005*; or
- (f) a code prepared by the *Authority* or the Minister pursuant to section 39 of the *Act*.

**commencement date** means the date specified in Schedule 1.

**customer** means a person to whom *electricity* is sold for the purpose of consumption. For the avoidance of doubt, a *customer* is not a person who resells *electricity*, but is the person who is the end user or consumer of the *electricity*.

**customer service charter** means the charter prepared by a retailer pursuant to Part 11 of the *Code of Conduct for the Supply of Electricity to Small Use Customers 2004*.

**electricity** includes electrical energy of any kind, however produced, stored, transported or consumed.

**electricity licensing email address** means:

- (a) in relation to the *Authority*, the addressee's authorised *Authority* email address or other such email address as notified in writing to the *licensee*; and
- (b) in relation to the *licensee*, the email address specified in the licence application or other such email address as notified in writing to the *Authority*.

**electricity marketing agent** has the meaning in the *Code of Conduct for the Supply of Electricity to Small Use Customers 2004*.

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**expiry date** means the date specified in Schedule 1.

**individual performance standards** mean any standards prescribed by the Authority for an individual licensee pursuant to clause 21 of the licence.

**licence** means:

- (a) this licence;
- (b) Schedule 1; and
- (c) any *individual performance standards* approved by the Authority pursuant to clause 21.

**licence area** is the area stated in Schedule 1 of this licence.

**licensee** means the <<Name of licensee>>.

**non-standard contract** has the meaning in section 54(3) of the Act.

**notice** means a written notice, agreement, consent, direction, representation, advice, statement or other communication required or given pursuant to, or in connection with, this licence.

**performance audit** means an audit of the effectiveness of measures taken by the licensee to meet the *performance criteria* in this licence.

**performance criteria** means:

- (a) the terms and conditions of the licence; and
- (b) any other relevant matter in connection with the *applicable legislation* that the Authority determines should form part of the *performance audit*.

**publish** in relation to a report or information means either:

- (a) posting the report or information on the licensee's website; or
- (b) sending the report or information to the Authority to be published on the Authority's website.

**Regulations** means:

- (a) *Electricity Industry (Code of Conduct) Regulations 2005*;
- (b) *Electricity Industry (Licence Conditions) Regulations 2005*;
- (c) *Electricity Industry (Licensing Fees) Regulations 2005*;
- (d) *Electricity Industry (Obligation to Connect) Regulations 2005*;
- (e) *Electricity Industry (Ombudsman) Regulations 2005*; and
- (f) any regulations in force from time to time made pursuant to the Act.

**related body corporate** has the meaning in section 50 of the *Corporations Act 2001 (Cwlth)*.

**review guidelines** means the guidelines for the review of customer service charters published on the Authority's website.

**reviewable decision** means a decision by the Authority pursuant to:

- (a) clause 13.2, 13.3;
- (b) clause 21.2;

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(c) clause 22.2; or

(d) clause 25.1,

of this *licence*.

**small use customer** means a customer who consumes not more than 160MWh of electricity per annum.

**South West Interconnected System** means the interconnected transmission and distribution systems, generating works and associated works:

(a) located in the South West of the State and extending generally between Kalbarri, Albany and Kalgoorlie; and

(b) into which *electricity* is supplied by:

(i) one or more of the electricity generation plants at Kwinana, Muja, Collie and Pinjar; or

(ii) any prescribed electricity generation plant.

**standard form contract** means a standard form contract submitted by the *licensee* in accordance with section 49 or section 50 of the *Act* and approved by the *Authority* pursuant to section 51 of the *Act*.

**supplier of last resort** has the meaning in Part 5 of the *Act*.

**supply** means to sell *electricity*.

## 2 Grant of Licence

2.1 The *licensee* is granted a *licence* for the *licence area* to *supply electricity* to *customers* in accordance with the terms and conditions of this *licence*.

## 3 Term

3.1 This *licence* commences on the *commencement date* and continues until the earlier of:

(a) the cancellation of the *licence* pursuant to clause 8 of this *licence*;

(b) the surrender of the *licence* pursuant to clause 9 of this *licence*; or

(c) the *expiry date*.

## 4 Fees

4.1 The *licensee* must pay the applicable fees in accordance with the *Regulations*.

## 5 Compliance

5.1 Subject to any modifications or exemptions granted pursuant to the *Act*, the *licensee* must comply with any *applicable legislation* including, but not limited to, the *Electricity Industry Customer Transfer Code 2004*, the *Reliability and Quality of Supply Code 2005*, the *Electricity Industry Metering Code 2005* and the *Code of Conduct for the Supply of Electricity to Small Use Customers 2004*.

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- 5.2 Subject to the provisions of any *applicable legislation*, the *Authority* may direct the *licensee* in writing to do any measure necessary to:
- (a) correct the breach of any *applicable legislation*; or
  - (b) prevent the breach of any *applicable legislation* occurring again,
- and specify a time limit by which such action must be taken.

## 6 Marketers

- 6.1 The *licensee* must ensure that an electricity marketing agent of the *licensee* complies with the *Code of Conduct for the Supply of Electricity to Small Use Customers 2004*.
- 6.2 The *licensee* must report a breach by the electricity marketing agent of the applicable conditions of the *Code of Conduct for the Supply of Electricity to Small Use Customers 2004* to the *Authority* within 3 *business days* of becoming aware of the breach.

## 7 Transfer of Licence

- 7.1 This *licence* may be transferred only in accordance with the *Act*.

## 8 Cancellation of Licence

- 8.1 This *licence* may be cancelled only in accordance with the *Act*.

## 9 Surrender of Licence

- 9.1 The *licensee* may surrender the *licence* at any time by written *notice* to the *Authority*.
- 9.2 The surrender of the *licence* will take effect on the day that the *Authority* publishes a *notice* of the surrender in the *Gazette*.
- 9.3 The *licensee* will not be entitled to a refund of any fees by the *Authority*.

## 10 Renewal of Licence

- 10.1 This *licence* may be renewed only in accordance with the *Act*.

## 11 Amendment of Licence on Application of the Licensee

- 11.1 The *licensee* may apply to the *Authority* to amend the *licence* in accordance with the *Act*.

## 12 Amendment of the Licence by the Authority

- 12.1 Subject to any *applicable legislation*, the *Authority* may amend the *licence* at any time in accordance with this clause.

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- 12.2 Before amending the *licence* under clause 12.1, the *Authority* must:
- (a) provide the *licensee* with written *notice* of the proposed amendments under consideration by the *Authority*;
  - (b) allow 15 *business days* for the *licensee* to make submissions on the proposed amendments; and
  - (c) take into consideration those submissions.
- 12.3 This clause also applies to the substitution of the existing *licence*.
- 12.4 For avoidance of doubt, the *licensee* will not have to pay an associated application fee or licence fee for the purpose of clause 12.1.

### 13 Customer Contracts

- 13.1 Subject to the *Regulations*, the *licensee* must not supply *electricity* to a *small use customer* otherwise than under:
- (a) a *standard form contract*, or
  - (b) a *non-standard contract*.
- 13.2 The *licensee* must, if directed by the *Authority*, review the *standard form contract* and submit to the *Authority* the results of that review within the time specified by the *Authority*.
- 13.3 The *licensee* must comply with any direction given by the *Authority* in relation to the scope, process or methodology of the review referred to in clause 13.2.

### 14 Amending the Standard Form Contract

- 14.1 The *licensee* may only amend the *standard form contract* with the *Authority's* approval.
- 14.2 The *licensee* may amend the *standard form contract* at any time by submitting to the *Authority*:
- (a) a proposed amendment to the *standard form contract*, or
  - (b) a proposed substituted *standard form contract*.
- 14.3 The *Authority* may:
- (a) approve the amendment to the *standard form contract* or substituted *standard form contract*, or
  - (b) specify the amendments the *licensee* must make to the amended or substituted *standard form contract* before the *Authority* will amend the *standard form contract*,
- and notify the *licensee* of its decision within a reasonable time.
- 14.4 The *Authority* may, at any time, by *notice* in writing, direct the *licensee* to amend the *standard form contract* by specifying:
- (a) the amendments to be made to the *standard form contract*; and
  - (b) the latest date at which the amendments will come into force.

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## 15 Customer Service Charter

- 15.1 The *licensee* must prepare a *customer service charter* if it supplies *electricity* to *small use customers*.
- 15.2 The *licensee* must, unless otherwise notified in writing by the *Authority*, review the *customer service charter* at least once every 36 months from the grant of the licence and submit to the *Authority* the results of that review within 5 *business days* after it is completed.
- 15.3 The *licensee* may, at any time, review the *customer service charter* and submit to the *Authority* the results of that review within 5 *business days* after it is completed.
- 15.4 Any review of the *customer service charter* must have regard to the *review guidelines*.
- 15.5 When the *licensee* has reviewed the *customer service charter* pursuant to clauses 15.2 or 15.3 of this *licence*, the *Authority* will examine:
- (a) the review pursuant to clauses 15.2 or 15.3 of this *licence*; and
  - (b) the *customer service charter*,
- and publish the review and the *Authority's* assessment of the review on the *Authority's* website within a reasonable time of receiving the review.

## 16 Amending the Customer Service Charter

- 16.1 The *licensee* may amend the *customer service charter* at any time by submitting to the *Authority*:
- (a) an amendment to the *customer service charter*; or
  - (b) a substituted *customer service charter*.
- 16.2 The *Authority* may examine the amendment and publish the *Authority's* assessment of the amendment on the *Authority's* website within a reasonable time of receiving the amendment.

## 17 Supplier of Last Resort

- 17.1 If the *licensee* is designated a *supplier of last resort* under the *Act*, the *licensee* must perform the functions of the *supplier of last resort*.

## 18 Directions by the Authority

- 18.1 The *licensee* must comply with any direction given by the *Authority* pursuant to section 53 of the *Act*.

## 19 Approved Scheme

- 19.1 The *licensee* must not supply *electricity* to *small use customers* unless the *licensee* is:
- (a) a member of an *approved scheme*; and

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- (b) bound by, and compliant with, any decision or direction of the electricity ombudsman under the *approved scheme*.

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## 20 Accounting Records

- 20.1 The *licensee* and any *related body corporate* must maintain accounting records that comply with the Australian Accounting Standards Board Standards or equivalent International Accounting Standards.

## 21 Individual Performance Standards

- 21.1 Performance standards are contained in *applicable legislation*.
- 21.2 The *Authority* may prescribe *individual performance standards* in relation to the *licensee* of its obligations under this *licence* or the *applicable legislation*.
- 21.3 Before approving any *individual performance standards* under this clause, the *Authority* will:
- (a) provide the *licensee* with a copy of the proposed *individual performance standards*;
  - (b) allow 15 *business days* for the *licensee* to make submissions on the proposed *individual performance standards*; and
  - (c) take into consideration those submissions.
- 21.4 Once approved by the *Authority*, the *performance standards* are included as additional terms and conditions to this *licence*.

## 22 Performance Audit

- 22.1 The *licensee* must, unless otherwise notified in writing by the *Authority*, provide the *Authority* with a *performance audit* within 24 months after the *commencement date*, and every 24 months thereafter.
- 22.2 The *licensee* must comply, and must require the *licensee's* auditor to comply, with the *Authority's* standard audit guidelines dealing with the *performance audit*, including any minimum requirements relating to the appointment of the auditor, the scope of the audit, the conduct of the audit and the reporting of the results of the audit.
- 22.3 The *licensee* may seek a review of any of the requirements of the *Authority's* standard audit guidelines in accordance with clause 27.1.
- 22.4 The independent auditor may be nominated by the *licensee* but must be approved by the *Authority* prior to the audit pursuant to clause 22.1. Should the *Authority* reject the *licensee's* nomination of an independent auditor twice, or in the event that no nomination has been made by the *licensee* within 1 month of the date the audit was due, the *Authority* may choose an independent auditor who will conduct the audit.

## 23 Reporting

- 23.1 The *licensee* must report to the *Authority*.

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- (a) if the *licensee* is under external administration as defined by the *Corporations Act 2001 (Cwlth)* within 2 *business days*; or
- (b) if the *licensee* experiences a significant change in the *licensee's* corporate, financial or technical circumstances upon which this *licence* was granted which may affect the *licensee's* ability to meet its obligations under this *licence* within 10 *business days* of the change occurring.

## 24 Provision of Information

- 24.1 The *licensee* must provide to the *Authority* any information that the *Authority* may require in connection with its functions under the *Act* in the time, manner and form specified by the *Authority*.

## 25 Publishing Information

- 25.1 The *Authority* may direct the *licensee* to *publish* any information within a specified timeframe it considers relevant in connection with the *licensee* or the performance by the *licensee* of its obligations under this *licence*.
- 25.2 Subject to clause 25.3, the *licensee* must *publish* the information referred to in clause 25.1.
- 25.3 If the *licensee* considers that the information is confidential it must:
- (a) immediately notify the *Authority*; and
  - (b) seek a review of the *Authority's* decision in accordance with clause 27.1.
- 25.4 Once it has reviewed the decision, the *Authority* will direct the *licensee* in accordance with the review to:
- (a) *publish* the information;
  - (b) *publish* the information with the confidential information removed or modified; or
  - (c) not *publish* the information.

## 26 Notices

- 26.1 Unless otherwise specified, all *notices* must be in writing.
- 26.2 A *notice* will be regarded as having been sent and received:
- (a) when delivered in person to the addressee; or
  - (b) 3 *business days* after the date of posting if the *notice* is posted in Western Australia; or
  - (c) 5 *business days* after the date of posting if the *notice* is posted outside Western Australia; or
  - (d) if sent by facsimile when, according to the sender's transmission report, the *notice* has been successfully received by the addressee; or

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- (e) if sent by email when, according to the sender's electronic record, the *notice* has been successfully sent to the addressee's *electricity licensing email address*.

## 27 Review of the Authority's Decisions

- 27.1 The *licensee* may seek a review of a *reviewable decision* by the *Authority* pursuant to this *licence* in accordance with the following procedure:
- (a) the *licensee* shall make a submission on the subject of the *reviewable decision* within 10 *business days* (or other period as approved by the *Authority*) of the decision; and
  - (b) the *Authority* will consider the submission and provide the *licensee* with a written response within 20 *business days*.
- 27.2 For the avoidance of doubt, this clause does not apply to a decision of the *Authority* pursuant to the *Act*, nor does it restrict the *licensee's* right to have a decision of the *Authority* reviewed in accordance with the *Act*.

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# Schedule 1 – Licensee Details

- 1      **Name and Address of Licensee**
- 2      **Operating (Licence) Area**
- 3      **Commencement Date**
- 4      **Expiry Date**

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Amendment Record Sheet:

Amendment Date	Description of amendment

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