



Western
Australia

Economic Regulation Authority

Retail Licence

Electricity Industry Act 2004 (WA)

Licence <number>

Applicant Name

(Licensee)

ABN/ACN

Applicant Address

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 has the meaning in 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 any code prepared by the Authority or the Minister pursuant to the *Act* and includes, but is not limited to:

- (a) the *Code of Conduct for the Supply of Electricity to Small Use Customers 2004*;
- (b) the *Electricity Industry Customer Transfer Code 2004*; and
- (c) the *Electricity Networks Access Code 2004*.

commencement date means the date specified in Schedule 2.

Coordinator means the Coordinator of Energy.

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.

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*.

expiry date means the date specified in Schedule 2.

individual performance standards means any standards prescribed by the *Authority* for an individual *licensee* pursuant to Schedule 1, clause 2 of the *licence*.

licence means:

- (a) this licence;
- (b) Schedule 1;
- (c) Schedule 2; and
- (d) any *individual performance standards* approved by the *Authority* pursuant to Schedule 1, clause 2.

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*.

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

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:

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

Regulations means 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* (Cth).

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*.

statutory instruments means all relevant instruments made under a *written law* including all directions, notices, orders and other instruments given or made under a *written law* and includes, as existing from time to time.

written law means:

- (a) all Western Australian Acts and all Western Australian subsidiary legislation for the time being in force; and

- (b) all Commonwealth Acts and all Commonwealth subsidiary legislation for the time being in force, where the term “subsidiary legislation” has the meaning given to it under the *Interpretation Act 1984*, if “Commonwealth Act” were substituted for “written law”.

2 Purpose of Licence

- 2.1 The *licensee* is granted a *licence* to sell *electricity to customers* in accordance with the terms and conditions of this *licence* and any applicable *written laws* and *statutory instruments*.

3 Contracts

- 3.1 Subject to the *Regulations*, the *licensee* must not supply electricity to a *customer* otherwise than under:
 - (a) a *standard form contract*, or
 - (b) a *non-standard form contract*.

4 Approved scheme

- 4.1 When Part 7 of the *Act* comes into force, the *licensee* must not supply *electricity to customers* unless the *licensee* is:
 - (a) a member of an *approved scheme*; and
 - (b) bound by, and compliant with any decision or direction of the electricity ombudsman under, the *approved scheme*.

5 Term

- 5.1 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*.

6 Fees

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

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.
- 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 Amending the *Standard Form Contract*

- 13.1 The *licensee* may amend the *standard form contract* at any time by submitting to the *Authority*:
- (a) an amendment to the *standard form contract*; or
 - (b) a substituted *standard form contract*.
- 13.2 The *Authority* will:
- (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.

- 13.3 The *Authority* may at any time direct the *licensee* to submit an amendment to the *standard form contract* and specify the time by which the *licensee* must submit that amendment.

14 Directions by the Authority

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

15 Compliance

- 15.1 Subject to any modifications or exemptions determined by the *Authority*, Minister or Governor (as the case may be) the *licensee* must comply with any *applicable legislation* including, but not limited to, the *Electricity Industry Customer Transfer Code 2004* and the *Code of Conduct for the Supply of Electricity to Small Use Customers 2004*.
- 15.2 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.

16 Performance Audit

- 16.1 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.
- 16.2 Before arranging the *performance audit*, the *licensee* must provide the *Authority* with the name, contact details and relevant experience and qualifications of an independent expert proposed to conduct the *performance audit*.
- 16.3 The *Authority* will consider the details of the proposed independent expert and provide the *licensee* with:
- (a) written approval or disapproval of the proposed independent expert;
 - (b) the proposed scope of work; and
 - (c) the proposed *performance criteria* that the independent expert should use for the *performance audit*,
- within 10 *business days* of receipt of the information in clause 16.2.
- 16.4 The *licensee* may make submissions on the proposed scope of work and proposed *performance criteria* within 15 *business days*.
- 16.5 The *Authority* will consider the submissions by the *licensee* pursuant to clause 16.4 and provide the *licensee* with:
- (a) the scope of work; and

- (b) the *performance criteria* that the independent expert should use for the *performance audit*,

within 20 *business days* of receipt of the information in clause 16.2.

- 16.6 If the *Authority* disapproves the proposed independent expert, pursuant to clause 16.3, the *licensee* may submit another proposed independent expert to be considered by the *Authority* within 10 *business days*.
- 16.7 If the *Authority* disapproves the proposed independent expert submitted pursuant to clause 16.6, the *Authority* may choose the independent expert.

17 Last Resort Supply

- 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 Reporting

- 18.1 The *licensee* must report to the *Authority*:
 - (a) if the *licensee* is under external administration as defined by the *Corporations Act 2001 (Cth)*; or
 - (b) if the *licensee* experiences a significant change in its circumstances which may affect the *licensee's* ability to meet its obligations under this *licence*,

within 2 *business days*.

19 Provision of information

- 19.1 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*.

20 Notices

- 20.1 Unless otherwise specified, all *notices* must be in writing.
- 20.2 A *notice* will be regarded as having been sent and received:
 - (a) when delivered in person to the addressee;
 - (b) 3 *business days* after the date of posting if the *notice* is posted in Western Australia; and
 - (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
 - (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*.

Schedule 1 – Additional Terms and Conditions

1 Accounting records

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

2 Individual performance standards

- 2.1 Performance standards are contained in *applicable legislation*.
- 2.2 The *Authority* may prescribe *individual performance standards* in relation to the *licensee* of its obligations under this *licence* or the *applicable legislation*.
- 2.3 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.
- 2.4 Once approved by the *Authority*, the *performance standards* are included as additional terms and conditions to this *licence*.

3 Publishing information

- 3.1 The *Authority* may direct the *licensee* to *publish* within a specified timeframe any information it considers relevant in connection with the *licensee* or the performance by the *licensee* of its obligations under this *licence*.
- 3.2 Subject to clause 3.4, the *licensee* must *publish* the information referred to in clause 3.1 unless it considers the information is confidential.
- 3.3 If the *licensee* considers that the information is confidential it must:
- (a) immediately notify the *Authority*; and
 - (b) provide the *Authority* with submissions on the matter within 5 *business days*.
- 3.4 Once it has considered the *licensee*'s submissions, the *Authority* must decide whether to direct the *licensee* to:
- (a) *publish* the information;
 - (b) *publish* the information with the confidential information removed or modified; or
 - (c) not *publish* the information,

and notify the *licensee* of its decision within a reasonable time.

Schedule 2 – Licensee Details

1 Name and address of licensee

2 Commencement Date

3 Operating Area

4 Expiry Date