



# Licence

## Electricity Retail, Distribution and Generation Licence

Cowell Electric Supply Pty Ltd

ABN 15 095 517 490

Issued by the Essential Services Commission on 21 June 2007.  
Last varied by the Essential Services Commission on 18 July 2018.

## Variation history

Amendment number	Variation date	Reason
1 (ESCOSA)	26 February 2009	
2 (ESCOSA)	31 March 2016	Licence varied to include additional operations.
3 (ESCOSA)	18 July 2018	Licence varied to remove the distribution network at Woomera.

## General

### 1 Definitions and interpretation

- 1.1 Words appearing in bold 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 a licence

- 2.1 The **licensee** is licensed under Part 3 of the **Act**, and subject to the conditions set out in this licence to:
  - (a) retail electricity to any person for consumption at the localities specified in Annexure 1;
  - (b) operate the distribution network at the locations described in Annexure 2; and
  - (c) operate the electricity generating plants as specified in Annexure 3.

### 3 Term

- 3.1 This licence commences on the date it is issued and continues until it is:
  - (a) surrendered by the **licensee** under section 29 of the **Act**; or
  - (b) suspended or cancelled by the **Commission** under section 37 of the **Act**.

### 4 Scope of licence

- 4.1 The **licensee** must not distribute or supply electricity to a person if the **licensee** is aware that the person does not hold a licence (if any) required under the **Act** authorising the person to undertake the operations in respect of which that electricity is supplied.
- 4.2 The **licensee** must ensure that any risk of death or injury to a person, or damage to property, arising out of the Operations is eliminated or minimised.

### 5 Variation

- 5.1 This licence may only be varied in accordance with section 27 of the **Act**.

### 6 Transfer

- 6.1 This licence may only be transferred in accordance with section 28 of the **Act**.

### 7 Compliance with applicable laws and codes

- 7.1 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**.
- 7.2 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**.

## 8 Ombudsman and disputes

- 8.1 The licensee must, if requested by the Commission by written notice, participate in an Ombudsman Scheme.
- 8.2 The licensee must also implement and comply with procedures for the management and resolution of customer disputes which, as a minimum, ensure that the basic procedures of AS ISO 10002-2006 "Customer Satisfaction - Guidelines for Complaints Handling in Organisations" are followed.

## 9 Information to the Commission

- 9.1 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.
- 9.2 The licensee must notify the Commission if it commits a material breach an applicable law or code within 3 days of becoming aware of that breach.

## 10 System controller and the AEMO

- 10.1 The licensee must, following a request from the AEMO, provide to the AEMO, such documents or information as it may reasonably require to perform its functions and exercise its powers under the Act.
- 10.2 The Licensee must comply with any directions given to it by a System Controller.

## 11 Operational and compliance audits

- 11.1 The licensee must undertake periodic audits of:
- (a) the operations authorised by this licence; and
  - (b) the licensees compliance with its obligations under this licence; and
  - (c) any applicable codes; and
  - (d) any other matter relevant to the operations authorised by this licence as specified by the Commission,
- at the request of, and in accordance with the requirements specified by, the Commission.
- 11.2 The results of each audit conducted under clause 11.1 must be reported to the Commission in a manner approved by the Commission.

## 12 Annual return

- 12.1 The licensee must submit an Annual Return pursuant to section 20(2)(a) of the Act to the Commission by 31 August each year in respect of the operations authorised by this licence during the preceding financial year.
- 12.2 Each Annual Return must contain at least the following information:
- (a) the names of the officers of the licensee;
  - (b) the names of the major shareholders of the licensee;
  - (c) in respect of retail operations:
    - (i) number of customers by customer category;
    - (ii) total electricity sales (MWh) to customers by customer category;
    - (iii) total electricity sales revenue (\$) from customers by customer category;
    - (iv) the number of customers disconnected for failure to pay a bill;
    - (v) number of complaints received.
  - (d) in respect of distribution operations:
    - (i) the length of the distribution network by voltage category;
    - (ii) number and capacity of other distribution assets;
    - (iii) distribution system average outage duration measured in minutes;
    - (iv) total number of distribution network interruptions;
    - (v) number of complaints received.
  - (e) in respect of generation operations:
    - (i) a description of the generating plant, including installed capacity (MW);
    - (ii) the total electricity produced (MWh) by the generating plant;
    - (iii) plant availability;
    - (iv) the number of outages (planned and unplanned) for the generating plant.
  - (f) in respect of the licensee's compliance with its regulatory obligations under this licence, a statement describing:
    - (i) any instances of non-compliance with those regulatory obligations; and
    - (ii) measures taken by the licensee to rectify reported non-compliance.

## 13 Confidentiality

- 13.1 The licensee must, unless otherwise required or permitted 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 express consent of, or as agreed in writing with, the customer.

## 14 Taking over operations

- 14.1 Where the licensee becomes the subject of a proclamation under section 38 of the Act, it must participate in the development and implementation of arrangements under section 38 for another person to take over the operations authorised by this licence (including, but not limited to, arrangements to ensure the remuneration of that person).

## 15 Community service

- 15.1 The licensee must comply with the requirements of any scheme approved and funded by the Minister for Energy the provision by the State of customer concessions or the performance of community service obligations by the licensee.

## Distribution and generation conditions

### 16 Insurance

- 16.1 The licensee must undertake and maintain during the term of this licence insurance against liability for causing bush fires.
- 16.2 The licensee must provide to the Commission a certificate of the insurer or the insurance broker by whom the insurance was arranged (in a form acceptable to the Commission) to the effect that such insurance is adequate and appropriate, given the nature of the licensee's activities conducted under this licence and the risks associated with those activities.

### 17 Access

- 17.1 The licensee must:
- (a) in accordance with, and to the extent required by, the Electricity Transmission Code, grant to an electricity entity holding a transmission licence or a distribution licence, rights to use, or have access to, those parts of the licensee's electricity generating plant that are interconnected or interface with the electricity entity's assets for the purpose of ensuring the proper integrated operation of the South Australian power system and the proper conduct of the operations authorised by that electricity entity's transmission licence or distribution licence; and
  - (b) in the absence of agreement as to the terms on which such rights are to be granted, comply with a determination of the Commission as to those terms.

### 18 Dispute resolution

- 18.1 A dispute relating to the granting of rights to use or have access to the inter-connecting assets of the licensee's electricity generating plant referred to in clause 17 shall be resolved in accordance with any applicable industry code developed by the Commission for the resolution of disputes.
- 18.2 Clause 18.1 does not apply to the extent the dispute is subject to resolution in accordance with or under the National Electricity Rules.

### 19 Compatibility

- 19.1 The licensee must not do anything to its electricity generating plant affecting the compatibility of its electricity generating plant with any distribution network or transmission network so as to prejudice public safety or the security of the power system of which the electricity generating plant forms a part.

### 20 National Electricity Market

- 20.1 The licensee must hold and comply with the conditions of any registration required under the National Electricity Rules granted by AEMO (or the person responsible for the granting of such registrations under the National Electricity Law or the National Electricity Rules) at all times that such registration is required for the operations authorised by this licence.

## 21 Quality of Supply

- 21.1 The licensee must ensure that its distribution network is designed, installed, operated and maintained so that at the customer's supply address:
- (a) the voltage is as set out in AS 60038;
  - (b) the voltage fluctuations that occur are contained within the limits as set out in AS/NZS 61000 Parts 3.3, 3.5 and 3.7; and
  - (c) the harmonic voltage distortions do not exceed the values in AS/NZS 61000 Parts 3.2 and 3.6.
- 21.2 The licensee must ensure that any interference caused by its distribution network is less than the limits set out in AS/NZS 61000 Part 3.5 and AS/NZS 2344.

## 22 Interruption of supply

- 22.1 The licensee must, in undertaking the distribution and generation operations authorised by this licence, use its **best endeavours** to minimise the frequency and duration of **supply interruptions**.
- 22.2 The licensee must provide not less than the following period of notice to a **customer** likely to be affected by a planned **supply interruption** of more than 15 minutes:
- (a) in respect of an interruption planned 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.
- 22.3 Notice given by the licensee under this clause must include the time, expected duration of, and reason for the **supply interruption**.
- 22.4 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.
- 22.5 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.

## 23 Safety, reliability, maintenance and technical management plan

- 23.1 The licensee must, in respect of the distribution and generation operations authorised by this licence:
- (a) prepare a safety, reliability, maintenance and technical management plan dealing with matters prescribed by regulation 31C(2) of the Electricity (General) Regulations 1997 and submit the plan to the **Commission** for approval;

- (b) annually review, and if necessary update, the plan to ensure its efficient operation, and submit the updated plan to the **Commission** for approval;
- (c) comply with the plan (as updated from time to time) as approved by the **Commission**;
- (d) not amend the plan without the approval of the **Commission**; and
- (e) undertake from time to time audits 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**.

## 24 Connection policy

- 24.1 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.
- 24.2 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 (if capital contributions are to be collected);
  - (g) details of technical or other obligations of the customer in respect of the connection.
- 24.3 The licensee must submit the Connection Policy, and any amendment to the Connection Policy, to the **Commission** for approval.

## 25 Metering plan

- 25.1 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 (and any ancillary equipment);
    - (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.
- 25.2 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).
- 25.3 The licensee and any person engaged by the licensee to undertake metering must comply with the Metering Plan after the Commission has approved it.
- 25.4 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).

## 26 Certificates of compliance

- 26.1 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.
- 26.2 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.

## Connection, sale and supply conditions

### 27 Connections

- 27.1 The licensee must use its **best endeavours** to connect a new **supply address** to the licensees' distribution network:
- (a) on a date agreed with the **customer**; or
  - (b) where no date has been agreed with the **customer**, within 6 **business days** after the **licensee's** requirements for connection are satisfied.
- 27.2 The licensee must use its **best endeavours** to connect a **supply address** which was previously connected to the **licensees'** distribution network:
- (a) on a date agreed with the **customer**; or
  - (b) if no date has been agreed with the **customer**, where possible on the **business day** after the **licensee's** requirements for **connection** are satisfied and, in any event, within two **business days**.
- 27.3 If a person requests the connection of 10 or more supply addresses within a one week period, the Licensee must use its best endeavours to connect each supply address:
- (a) within 6 business days after the **licensee's** requirements for connection have been satisfied for that supply address, if the Licensee has been notified of the new connections a reasonable time in advance of the required connection dates; or
  - (b) otherwise within 12 business days after the **licensee's** requirements for connection for the supply address have been satisfied.
- 27.4 The licensee must not refuse to connect a **supply address** to the licensees' distribution 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 electricity metering system complies with the **Act** or the **National Electricity Rules**.

### 28 Applications for connection, sale and supply

- 28.1 Before agreeing to connect a person's **supply address** and to sell and supply electricity to a person at that **supply address**, the licensee may require the person to:
- (a) make an application to the licensee (in person, by telephone or in writing) on a **business day**; and
  - (b) if requested by the licensee:
    - (i) provide acceptable identification;
    - (ii) pay any relevant fees and charges applicable;

- (iii) provide contact details for billing purposes;
- (iv) provide 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;
- (v) ensure that there is safe and convenient access to the **meter** and the electrical installation in order to connect the **supply address**;
- (vi) provide estimated electrical load information for the proposed electricity use at the **supply address**;
- (vii) pay any outstanding debt, or make arrangements for the payment of any outstanding debt, in relation to the **connection**, sale or supply of electricity to the person by the **licensee** (other than a debt the subject of a bona fide dispute, or for which repayment arrangements have been made);
- (viii) provide certificates of compliance in respect of the electrical installation at the **supply address**;
- (ix) provide evidence that the electrical installation at the **supply address** satisfies the technical requirements set out in the standard connection and supply contract; and
- (x) agree to undertake any augmentation or extension required for the **connection** and ensure that the augmentation or extension has been completed.

## 29 Standard contractual terms and conditions

- 29.1 The **licensee** must develop and submit for the **Commission's** approval a set of standard terms and conditions on which it will sell and supply electricity to **customers**.
- 29.2 Upon receipt of the **Commission's** approval of the standard terms and conditions under clause 29.1, the **licensee** must publish those terms and conditions in accordance with the requirements of section 36 of the **Act**.
- 29.3 The **licensee** must advise the **Commission** before it makes a significant amendment to the standard terms and conditions and must publish the amended terms and conditions in accordance with the requirements of section 36 of the **Act**.
- 29.4 The **Commission** may, by notice in writing to the **licensee**, require the **licensee** to amend its standard terms and conditions in accordance with the requirements of section 36 of the **Act**.
- 29.5 The **licensee** must, on request by a **customer**, provide that **customer** with a copy of the standard terms and conditions, free of charge.
- 29.6 If a **customer** has already received a copy of the standard terms and conditions and requests another copy within a 12-month period, the **licensee** may impose a reasonable charge for providing that copy.

## 30 Use of electricity and illegal use

- 30.1 Despite clause 33, 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**.
- 30.2 Clause 39 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.
- 30.3 Notwithstanding any of the requirements of clause 45, but in compliance with clause 50.1(b) a **licensee** may arrange for the disconnection of a **customer's supply address** immediately where the **customer** has used electricity contrary to clause 30.1.
- 30.4 The **licensee** must not sell or supply electricity to a person if that person is required to hold a licence under the **Act** in respect of the use of that electricity and the **licensee** is aware that the person has not been issued with such a licence or an exemption from the requirement to hold such a licence.

## 31 Billing

- 31.1 The **licensee** must use its **best endeavours** to issue a bill to a **customer** at least **quarterly**.
- 31.2 Nothing in clause 31.1 will prevent the **licensee** from:
- (a) issuing a bill more frequently than **quarterly** to a **business customer** or
  - (b) 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
- 31.3 The **licensee** must issue a bill to a **customer** at the **supply address**, unless the **customer** nominates another address.
- 31.4 Each bill issued to a **customer** by the **licensee** must itemise separately the following charges:
- (a) all charges for electricity sold by the **licensee** to the **customer**;
  - (b) 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).
  - (c) the date of the last **meter** reading or estimate and the number of days since the previous reading or estimate;
  - (d) the **meter** readings, **metering data** or estimates for the bill;
  - (e) consumption, or estimated consumption, in units used (eg kWh);
  - (f) the pay by date;
  - (g) the telephone number for billing, payment enquiries and instalment payment options;
  - (h) a 24 hour contact telephone number for faults and emergencies;
  - (i) the **customer's supply address** and any other relevant address;
  - (j) the **customer's** name and account number;
  - (k) the amount of arrears or credit;
  - (l) the amount of any **security deposit** provided by the **customer**; and

(m) on residential customer's bills only, a reference to the availability of concessions, if any.

31.5 If the customer requests its final bill for the customer's supply address from the licensee, the licensee must use its best endeavours to issue that customer with a final bill in accordance with the customer's request.

## 32 Meter reading

32.1 Subject to clause 32.2, 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.

32.2 Where a licensee is unable to base a bill on a reading of the meter at a customer's supply address because:

- (a) access is denied as a result of the actions of the customer, or a third party, weather conditions or an industrial dispute;
- (b) the meter cannot safely be accessed in order to read it;
- (c) the meter or ancillary equipment has recorded the electricity usage incorrectly; or
- (d) the meter has been tampered with,

the licensee may provide the customer with an estimated bill based on:

- (a) the customer's reading of the meter;
- (b) the customer's prior electricity usage history at that supply address;
- (c) where the customer does not have a prior electricity usage history at that supply address, the average usage of electricity by a comparable customer over the corresponding period; or
- (d) an estimating system approved by the Commission.

32.3 The licensee may 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; and
- (b) the estimated bill or bills are based on a methodology specified in clause 32.2.

32.4 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.

32.5 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.

32.6 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.

## 33 Undercharging

- 33.1 Subject to clause 33.2, 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.
- 33.2 Where the **licensee** proposes to recover an amount undercharged as a result of the **licensee's** error, the **licensee** must:
- (a) 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;
  - (b) 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;
  - (c) not charge the **customer** interest on that amount; and
  - (d) 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:
    - (i) the period during which the undercharging occurred (if the undercharging occurred over a period of less than 12 months); or
    - (ii) in any other case, 12 months.

## 34 Overcharging

- 34.1 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:
- (a) credit that amount to the **customer's** next bill; or
  - (b) 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**.

## 35 Where a tariff or tariff type has changed

- 35.1 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**):
- (a) obtain a **meter** reading at the time the type of tariff changes; and
  - (b) 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 35.1(a).
- 35.2 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:
- (a) the old tariff rate or charge up to and including the date of change; and
  - (b) the new tariff rate or charge from the date of the change to the end of the **billing cycle**.
- 35.3 Where the **licensee** offers alternative tariffs or tariff options and a **customer**:

- (a) applies in writing to the licensee to transfer from that customer's current tariff to another tariff; and
- (b) 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.

35.4 Where a customer transfers from one tariff type to another, in accordance with clause 35.3, the effective date of the transfer will be:

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

35.5 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.

35.6 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.

## 36 Payment

36.1 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.

36.2 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).

36.3 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.

## 37 Payment methods

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

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

## 38 Approval from the Commission to adopt pre-payment metering systems

38.1 The licensee must not implement a prepayment metering system in respect of its customers unless the licensee has obtained the Commission's prior written approval for the adoption of that prepayment metering system.

## 39 Payment difficulties

- 39.1 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.
- 39.2 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.

## 40 Long absence or illness

- 40.1 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.

## 41 Paying by instalments

- 41.1 The **licensee** must offer **residential customers** at least the following payment options:
- (a) a system or arrangement under which a **residential customer** may make payments in advance towards future bills; and
  - (b) 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).
- 41.2 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**.
- 41.3 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.
- 41.4 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.
- 41.5 Nothing in this licence limits the payment options that a **licensee** may offer to a **customer**.

## 42 Review of bill

- 42.1 The **licensee** must review a **customer's** bill when asked by that **customer**.
- 42.2 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**.

- 42.3 Where a **licensee** is reviewing a bill, the **licensee** may require the **customer** to pay:
- (a) the greater of:
    - (i) that portion of the bill under review that the **customer** and the **licensee** agree is not in dispute; or
    - (ii) an amount equal to the average amount of the **customer's** bills in the previous 12 months (excluding the bill in dispute); and
  - (b) any future bills that are properly due.
- 42.4 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:
- (a) arrange for a check of the **meter** reading; or
  - (b) arrange for a test of the **meter**.
- 42.5 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**.
- 42.6 Where, after conducting a review of the bill, the **licensee** is satisfied that it is:
- (a) correct, the **licensee** may require the **customer** to pay the amount of that bill which is still outstanding; or
  - (b) incorrect, the **licensee**:
    - (i) must correct the **customer's** bill in accordance with clause 33 or clause 34;
    - (ii) must refund (or set off against the amount in clause 42.6(b)(iii)) any fee paid in advance under clause 42.5;
    - (iii) may require the **customer** to pay the amount of that bill which is still outstanding; and
    - (iv) must advise the **customer** of the existence of its dispute resolution processes.

## 43 Charge for dishonoured payments

- 43.1 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.

## 44 Security deposits and alternatives

- 44.1 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 electricity to the **customer**.
- 44.2 Subject to approval and annual review by the **Commission** and to clause 44.4:
- (a) 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

- (b) 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.
- 44.3 The average **quarterly** and monthly bill for each category of **customer** will be as determined by the **Commission** from time to time.
- 44.4 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.
- 44.5 The **licensee** must not require a **customer** to provide a **security deposit** unless:
- (a) 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
  - (b) the **customer** has within the previous two years been responsible for the use of electricity contrary to clause 30 of this licence; or
  - (c) the **customer** is a new **customer** and:
    - (i) has refused or failed to produce **acceptable identification**; or
    - (ii) has not provided information demonstrating a satisfactory history of paying electricity accounts; or
    - (iii) the **licensee** has reasonably formed the view that the new **customer** has an unsatisfactory credit rating;and the **licensee** has, in accordance with clauses 39 and 41 offered the **customer** an instalment plan or other payment option and the **customer** has refused, or failed to agree to, the offer.
- 44.6 The **licensee** must accept a bank guarantee from a **business customer** as an alternative to a cash **security deposit**.
- 44.7 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**.
- 44.8 Where a **customer** has been required by a **licensee** to pay a **security deposit** and:
- (a) 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
  - (b) 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**.
- 44.9 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**.

- 44.10 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 10 **business days** of the **business customer** satisfying the conditions referred to in clause 44.8.
- 44.11 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**.
- 44.12 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**:
- (a) if the **customer** fails to pay a bill resulting in disconnection of the **supply address**; or
  - (b) in relation to a final bill issued by the licensee when the **customer** vacates a **supply address** or ceases to buy electricity 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.
- 44.13 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**.

## 45 Disconnection of a supply address

- 45.1 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.
- 45.2 Subject to clauses 46 and 47, the licensee may arrange to disconnect a **customer's supply address** if a **customer** has not:
- (a) paid a bill; or
  - (b) agreed to an offer (made in accordance with clause 39 and clause 41) of an instalment plan or other payment option to pay a bill; or
  - (c) 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; or
  - (d) failed 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**; or
  - (e) where the **customer** refuses to pay a **security deposit** or provide a bank guarantee in accordance with clause 44.

## 46 Obligations prior to disconnection

- 46.1 Prior to effecting a disconnection under clause 45.2, the licensee must have:
- (a) used its **best endeavours** to contact the residential **customer** personally either:
    - (i) by telephone;
    - (ii) by mail;
    - (iii) by email;

- (iv) by any other method approved by the **Commission** from time to time;
- (b) given the **customer** a reminder notice;
- (c) after the expiry of the period referred to in the reminder notice, give 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**);
- (d) in the case of a disconnection arising under clause 45.2(a), offered the **customer** alternative payment options of the kind referred to in clause 41 (provided that **licensee** is not obliged to offer an instalment plan as where the **customer** has in the previous twelve months had two instalment plans cancelled due to non-payment);
- (e) in the case of a disconnection arising under clause 45.2(d):
  - (i) given the **customer** an opportunity to offer reasonable alternative access arrangements; and
  - (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;

## 47 When the licensee may not disconnect

47.1 The licensee must not disconnect 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 50;
- (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.

## 48 Disconnections for Emergencies and Safety

48.1 Notwithstanding any other clause in this licence, the licensee may disconnect, interrupt or cause the disconnection or interruption of supply to a **customer's supply address** in the case of an emergency.

48.2 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.
- 48.3 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.
- 48.4 Notwithstanding any other clause and subject to clause 48.5, the licensee may disconnect or interrupt supply to a customer's supply address for reasons of health or safety.
- 48.5 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).

## 49 Reconnection after disconnection

- 49.1 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.
- 49.2 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**.
- 49.3 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.
- 49.4 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**.

## 50 Special needs

- 50.1 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:
- (a) register the **supply address** as a life support equipment address;
  - (b) 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
  - (c) give the **customer** a faults and emergencies telephone contact number.
- 50.2 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.
- 50.3 For the purposes of this clause, "life support equipment" means:
- (a) an oxygen concentrator; or
  - (b) an intermittent peritoneal dialysis machine; or
  - (c) a haemodialysis machine; or
  - (d) a ventilator for life support (polio only); or
  - (e) other equipment as notified by the **Commission** from time to time.

This licence was issued by the Commission on 21 June 2007 to take effect from 1 July 2007 and last varied on 18 July 2018.

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Bruce Howie

Witness

18 July 2018

Date

## Schedule: Definitions and interpretation

### 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) and includes any statutory instrument made under that Act;

**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)

**AEMO** means the Australian Energy Market Operator Limited (ABN 94 072 010 327);

**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 (SA);

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

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

**connection point** means the agreed point of supply between the **customer's** electrical installation and the **distribution 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.

**disconnection warning** means a notice in writing in accordance with clause 46;

**distribution licence** means a licence to operate a **distribution network** granted under Part 3 of the **Act**;

**distribution network** has the meaning given to that term under the **Act**;

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

**Electricity Distribution Code** means the code of that name made by the **Commission** under section 28 of the **ESC Act** which regulates connections to a **distribution network** and the supply of electricity by distributors;

**electricity entity** means a person who has been granted a licence under Part 3 of the **Act** to carry on operations in the electricity supply industry;

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

**Electricity Metering Code** means the code of that name made by the **Commission** under section 28 of the **ESC Act** which regulates the installation, maintenance and testing of meters;

**Electricity Transmission Code** means the code of that name made by the **Commission** under section 28 of the **ESC Act**;

**emergency** means an emergency due to the actual or imminent occurrence of an event which in any way endangers or threatens 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;

**generator** means a holder of a licence to generate electricity granted under Part 3 of the **Act**;

**industry code** means any code made by the **Commission** under section 28 of the **ESC Act** from time to time;

**licensee** means Cowell Electric Supply Ltd ABN 15 095 517 490;

**material breach** means a breach of a regulatory obligation in respect of which:

- (e) the **Commission** has written to the **licensee** and informed the **licensee** that the **Commission** considers a breach of the particular regulatory obligation to be material;
- (f) the **licensee** itself considers the breach to be material, having had regard to all relevant matters, including at least the following:
  - (i) the impact of the breach on **customers**;
  - (ii) whether the breach has a financial impact on **customers**;
  - (iii) the number of **customers** affected;
  - (iv) the potential and actual impact on safety and risk to the public,

**meter** means equipment to measure, record and, in certain cases, read records of the amount of electricity (active energy and/or reactive energy) supplied through a **customer's connection point**;

**metering data** has the meaning given to that term in the **National Electricity Rules**;

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

**National Electricity Rules** has the meaning given to that term in the **National Electricity Law**;

**Ombudsman Scheme** means an ombudsman scheme, the terms and conditions of which are approved by the **Commission**;

**prepayment meter system** means a device, componentry, software or other mechanism associated with a metering installation at a **customer's connection point** which operates to permit the flow of electricity through the **meter** when activated by a card, code or some other method;

**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**.

**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;

**System controller** means the person licensed under Part 3 of the **Act** to exercise system control over a power system.

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

**transmission licence** means a licence to operate a **transmission network** granted under Part 3 of the **Act**; and

**transmission network** has the meaning given to that term under the **Act**.

## 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 body corporate and any governmental agency;
- (e) a reference to any statute, regulation, proclamation, order in council, ordinance or bylaw 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;
- (f) a reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns;
- (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**; and
- (i) a reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns.

# ANNEXURE 1

## Retail Services

Locations
Amata
Blinman
Cockburn
Glendambo
Indulkana
Kalka
Kaltjiti
Kanpi
Kingoonya
Mannahill
Marla
Marree
Mimili
Murputja
Nundroo
Nyapari
Oak Valley
Oodnadatta
Parachilna
Pipalyatjara
Pukatja
Umuwa
Watinuma
Yalata
Yunyarinyi

## ANNEXURE 2

### Distribution Networks

Locations
Iron Knob
Pimba
Oodnadatta
Parachilna
Marla
Marree
Nundroo
Glendambo
Kingoonya
Mannahill
Blinman
Cockburn
Anangu Pitjantjatara Yunkunytjatara
Maralinga Tjarutja
Aboriginal Lands Trust
A distribution system comprising 11kV overhead powerlines from the Geodynamics Habanero geothermal power station in the Cooper Basin to the Innamincka township; and 11kV and 415V distribution mains in the township of Innamincka

## ANNEXURE 3

### Generation Plants

Location	Fuel Source	Total capacity (kW)
Blinman	Diesel	300
Glendambo	Diesel/Gas	450
Kingoonya	Diesel	162
Mannahill	Diesel/Gas & Diesel	177
Marla	Gas, Diesel & Diesel/Gas	458
Nundroo	Diesel	400
Oodnadatta	Gas & Diesel/Gas	560
Parachilna	Diesel	220
Maree	Diesel/Gas	540
Umuwa	Diesel	4870
Amata	Diesel	1190
Murputja	Diesel	420
Pipalyatjara	Diesel	838
Pukatja	Diesel	870



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