



Electricity

Licence



Electricity Generation/Distribution/Retail Licence

Dalfoam Pty Ltd

ACN 008 078 797

Issued by the Essential Services Commission on 21 June 2007.

Last varied by the Essential Services Commission on 16 October 2019.

Variation history

Amendment number	Variation date	Reason	
ESCOSA01	16 October 2019	Licence varied to reflect amendments to the Act and update outdated references.	

Chapter 1 - 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 licence

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

3 Term of licence

- 3.1 This licence commences on 1 July 2007 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 Switching manual

- 4.1 The **licensee** must:
 - (a) prepare and maintain an internal switching manual in accordance with the **regulations**; and
 - (b) comply with any other requirements relating to switching prescribed in the **regulations**

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

- 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 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

- 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 If the licensee commits a material breach of a provision of an applicable law (as specified in clause 7), the licensee must notify the Commission of that breach within 3 days of becoming aware of that breach.
- 9.3 The licensee must, following a request from AEMO provide to AEMO, such documents or information as AEMO may reasonably require to perform its functions and exercise its powers under the Act.

10 Annual return

- 10.1 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.
- 10.2 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 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;
 - (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 power quality complaints received;
- (e) 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;
- (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.

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 Confidentiality

12.1 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**.

12.2 The **licensee** must not disclose confidential information to an intelligence or law enforcement agency unless requested to do so by an intelligence or law enforcement agency on the basis that:

- (a) disclosure is necessary under the terms of a warrant issued under Division 2 of the *Australian Security Intelligence Organisation Act 1979* or under the terms of any other court order; or

- (b) disclosure is reasonably necessary for the enforcement of the criminal law or of a law imposing a pecuniary penalty or for the protection of the public revenue; or
- (c) disclosure is necessary to safeguard the national security of Australia.

12.3 The licensee may accept an assertion of an intelligence or law enforcement agency, without making further enquiry, for the purposes of clause 12.2(b) and clause 12.2(c).

13 Taking over operations

13.1 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).

Chapter 2 - Generation

14 Safety, reliability, maintenance and technical management plan

14.1 The licensee must:

- (a) prepare, maintain and periodically revise a safety, reliability, maintenance and technical management plan dealing with matters prescribed by regulation;
- (b) obtain the approval of the Technical Regulator:
 - (i) to the plan (prior to commencement of the operation of the electricity generating plant to which the plan relates); and
 - (ii) to any revision of the plan;
- (c) comply with the plan as approved from time to time in accordance with clause 14.1(b); and
- (d) undertake audits of its compliance with the plan from time to time and report the results of those audits to the Technical Regulator, in the form required by the Technical Regulator.

15 Interruption of supply

15.1 The licensee must, in undertaking the generation operations authorised by this licence, use its best endeavours to minimise the frequency and duration of supply interruptions.

Chapter 3 - Distribution

16 Quality of supply

16.1 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.

16.2 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.

17 Interruption of supply

17.1 The licensee must, in undertaking the distribution operations authorised by this licence, use its **best endeavours** to minimise the frequency and duration of **supply interruptions**.

17.2 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.

17.3 Notice given by the licensee under this clause must include the time, expected duration of, and reason for the **supply interruption**.

17.4 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.

17.5 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.

18 Safety, reliability, maintenance and technical management plan

18.1 The licensee must:

- (a) prepare, maintain and periodically revise a safety, reliability, maintenance and technical management plan dealing with matters prescribed by **regulation**;
- (b) obtain the approval of the **Technical Regulator**:
 - (i) to the plan (prior to the commencement of the operation of the transmission or distribution system to which the plan relates; and
 - (ii) to any revision of the plan;
- (c) comply with the plan as approved from time to time in accordance with clause 18.1(b); and

- (d) undertake audits of its compliance with the plan from time to time and report the results of those audits to the **Technical Regulator**, in the form required by the **Technical Regulator**.

19 Connection policy

- 19.1 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**.
- 19.2 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**.
- 19.3 The licensee must submit the Connection Policy, and any amendment to the Connection Policy, to the **Commission** for approval.

20 Metering plan

- 20.1 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.
- 20.2 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).

- 20.3 The licensee and any person engaged by the licensee to undertake metering must comply with the Metering Plan after the Commission has approved it.
- 20.4 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).

21 Certificates of compliance

- 21.1 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.
- 21.2 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.

Chapter 4 - Connection, Sale and Supply

22 Connections

- 22.1 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 10 business days after the licensee's requirements for connection are satisfied.
- 22.2 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.
- 22.3 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.

23 Applications for connection, sale and supply

- 23.1 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.

24 Standard contractual terms and conditions

- 24.1 The licensee must develop and submit for the Commission's approval a set of standard terms and conditions on which it will connect customers' **supply addresses** to its network and sell and supply electricity to customers.
- 24.2 Upon receipt of the Commission's approval of the standard terms and conditions under clause 24.1, the licensee must publish those terms and conditions in accordance with the requirements of section 36 of the Act.
- 24.3 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.
- 24.4 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.

- 24.5 The licensee must, on request by a customer, provide that customer with a copy of the standard terms and conditions, free of charge.
- 24.6 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.

25 Use of electricity and illegal use

- 25.1 Despite clause 28, 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.
- 25.2 Clause 34 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.
- 25.3 Notwithstanding any of the requirements of clause 40, but in compliance with clause 45.1(b) a licensee may arrange for the disconnection of a customer's supply address immediately where the customer has used electricity contrary to clause 25.1.
- 25.4 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.

26 Billing

- 26.1 The licensee must use its best endeavours to issue a bill to a customer at least quarterly.
- 26.2 Nothing in clause 26.1 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
- 26.3 The licensee must issue a bill to a customer at the supply address, unless the customer nominates another address.
- 26.4 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.

26.5 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.

27 Meter reading

27.1 Subject to clause 27.2, 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.

27.2 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:

- (i) the **customer's** reading of the **meter**;
- (ii) the **customer's** prior electricity usage history at that **supply address**;
- (iii) 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
- (iv) an estimating system approved by the **Commission**.

27.3 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 27.2.

27.4 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.

27.5 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.

27.6 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.

28 Undercharging

28.1 Subject to clause 28.2, 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.

28.2 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.

29 Overcharging

29.1 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.

30 Where a tariff or tariff type has changed

30.1 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 30.1(a).

- 30.2 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**.
- 30.3 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.
- 30.4 Where a **customer** transfers from one tariff type to another, in accordance with clause 30.3, 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.
- 30.5 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.
- 30.6 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.

31 Payment

- 31.1 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.
- 31.2 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).
- 31.3 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**.

32 Payment methods

- 32.1 The **licensee** must offer at least the following payment methods to its **customers**:
- (a) in person; and
 - (b) by mail.

33 Approval from Commission to adopt pre-payment metering systems

- 33.1 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**.

34 Payment difficulties

- 34.1 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.
- 34.2 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.

35 Long absence or illness

- 35.1 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.

36 Paying by instalments

- 36.1 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).
- 36.2 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.
- 36.3 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.
- 36.4 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.

36.5 Nothing in this licence limits the payment options that a licensee may offer to a customer.

37 Review of bill

37.1 The licensee must review a customer's bill when asked by that customer.

37.2 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.

37.3 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.

37.4 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.

37.5 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.

37.6 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 28 or clause 29;
 - (ii) must refund (or set off against the amount in clause 37.6(b)(iii)) any fee paid in advance under clause 37.5;
 - (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.

38 Charge for dishonoured payments

38.1 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.

39 Security deposits and alternatives

- 39.1 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.
- 39.2 Subject to approval and annual review by the Commission and to clause 39.4:
- (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.
- 39.3 The average quarterly and monthly bill for each category of customer will be as determined by the Commission from time to time.
- 39.4 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.
- 39.5 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 25 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 34 and 36 offered the customer an instalment plan or other payment option and the customer has refused, or failed to agree to, the offer.
- 39.6 The licensee must accept a bank guarantee from a business customer as an alternative to a cash security deposit.
- 39.7 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.
- 39.8 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**.

- 39.9 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**.
- 39.10 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 39.8.
- 39.11 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**.
- 39.12 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**.

- 39.13 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**.

40 Disconnection of a supply address

- 40.1 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.
- 40.2 Subject to clauses 41 and 42, 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 34 and clause 36) 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 39.

41 Obligations prior to disconnection

- 41.1 Prior to effecting a disconnection under clause 40.2, 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 40.2(a), offered the **customer** alternative payment options of the kind referred to in clause 36 (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 40.2(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;

42 When the licensee may not disconnect

- 42.1 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 45;
 - (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.

43 Disconnections for emergencies and safety

- 43.1 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.
- 43.2 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.
- 43.3 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.
- 43.4 Notwithstanding any other clause and subject to clause 43.5, the licensee may disconnect or interrupt supply to a customer's supply address for reasons of health or safety.
- 43.5 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).

44 Reconnection after disconnection

- 44.1 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.
- 44.2 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.
- 44.3 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.

- 44.4 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**.

45 Special needs

- 45.1 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.
- 45.2 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.
- 45.3 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 varied by the Commission on 16 October 2019.

The COMMON SEAL of the)
ESSENTIAL SERVICES)
COMMISSION of South)
Australia was hereunto)
affixed by authority of the)
ESSENTIAL SERVICES)
COMMISSION and in the)
presence of:)



Paul Thorne
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Commissioner

16 October 2019
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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 Ltd (ACN 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 41;

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

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

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

licensee means Dalfoam Pty Ltd (ACN 008 078 797);

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

- (a) 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;
- (b) 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;

regulation means a regulation made under the Act

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;

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

Part 2 - Interpretation

In this licence, unless the context otherwise requires:

- (a) headings are for convenience or information only and do not affect the interpretation of this licence;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency and vice versa;
- (e) a reference to a clause, schedule or annexure is to a clause, schedule or annexure of this licence;
- (f) a reference to any statute, regulation, proclamation, order in council, ordinance or by-law includes all statutes, regulations, proclamations, orders in council, ordinances or by-laws varying, consolidating, re-enacting, extending or replacing them and a reference to a statute includes all regulations, proclamations, orders in council, ordinances, by-laws and determinations issued under that statute;
- (g) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement of or novation of, that document or that provision of that document;
- (h) an event which is required under this licence to occur on or by a stipulated day which is not a business day may occur on or by the next business day;
- (i) a reference in this licence to a distribution network includes a reference to a distribution network which is not owned by the entity but is operated by the entity;
- (j) a reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns;
- (k) other parts of speech and grammatical forms of a word or phrase defined in this licence have a corresponding meaning.

ANNEXURE

Annexure 1

Generation Plant – Yunta

Annexure 2

Distribution Network – Yunta

Annexure 3

Localities – Yunta



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