

OFFICIAL



Electricity

Licence

Electricity Distribution Licence

Sustainable Asset Co Pty Ltd

ACN 660 232 655

OFFICIAL

This licence was issued by the **Commission** on the date specified below.



.....
Adam Wilson Chief Executive Officer and Commission authorised signatory

2 January 2025

.....
Date

1 Definitions and interpretation

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

2 Grant of a licence

- 2.1 The **licensee** is licensed under Part 3 of the **Act** to operate the **distribution network** at the locations specified in Annexure 1.

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 Fees

- 4.1 The **licensee** must pay the applicable licence fees in accordance with section 20 of the **Act**.

5 Access to distribution network

- 5.1 The **licensee** must grant rights to use, or have access to, its **distribution network** (on non-discriminatory terms):
- (a) to other **electricity entities** for the distribution of electricity by the other **electricity entities**; and
 - (b) to enable the other **electricity entities** and **customers** to obtain electricity from the **distribution network**.
- 5.2 The **licensee** must:
- (a) in accordance with, and to the extent required by, the **Electricity Transmission Code**, grant to an **electricity entity** holding a **generation licence** or a **transmission licence**, right to use, or access to, those parts of the **licensee's distribution network** that are interconnected to or interface with the **electricity entity's** assets for the purposes 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 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.

- 5.3 The **licensee** must not refuse to grant the access or rights to use set out in this clause unless the **licensee** is permitted to do so under the **National Electricity Rules**, the **Electricity Transmission Code** or the **Electricity Distribution Code**.

6 Dispute resolution

- 6.1 A dispute relating to the granting of rights to use or have access to a **distribution network** referred to in clause 5 shall be resolved in accordance with any applicable **industry code** made by the **Commission** for the resolution of disputes.
- 6.2 Clause 6.1 does not apply to the extent a dispute is subject to resolution in accordance or under the **National Electricity Rules**.

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:
- (a) comply with any **industry code** or **industry rule**, made by the **Commission** under the **ESC Act** as in force from time to time, that the **Commission** has advised the **licensee** in writing as being applicable to the **licensee**;
 - (b) comply with any applicable minimum service standards imposed under any applicable **industry code**, **industry rule** or other regulatory instrument made by the **Commission** and any specified technical or safety requirements or standards;
 - (c) monitor and report to the **Commission** on its levels of compliance with any applicable **industry code** or **industry rule** provisions and minimum service standards; and
 - (d) notify the **Commission** in accordance with any applicable guideline if it commits a **material breach** of any applicable **industry code** or **industry rule** made by the **Commission** within three days of becoming aware of that breach.
 - (e) The **licensee** is not required to comply with the Electricity Distribution Code version EDC/13 or subsequent, except for any conditions as required by another regulator or another regulatory instrument.

8 Operational and compliance audits

- 8.1 The **licensee** must undertake periodic audits of the operations authorised by this licence and of its compliance with its obligations under this licence and any applicable **industry codes** in accordance with the requirements of any applicable guideline issued by the **Commission** for this purpose.
- 8.2 The **licensee** must also conduct any further audits at a frequency and in manner approved by the **Commission**.
- 8.3 The results of audits conducted under this clause must be reported to the **Commission** in a manner approved by the **Commission**.

- 8.4 The **Commission** may require the **licensee** to use an independent expert approved by the **Commission** to conduct audits under this clause.
- 8.5 The **Commission** may require the costs of using an independent expert approved by the **Commission** to conduct audits under this clause to be met by the **licensee**.

9 Safety, reliability, maintenance and technical management plan

- 9.1 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**:
 - 9.1.b.1 to the plan (prior to commencement of the operation of the electricity distribution network to which the plan relates); and
 - 9.1.b.2 to any revision of the plan;
 - (c) comply with the plan as approved in accordance with clause 7.2(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**.

10 Switching manual

- 10.1 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**.

11 Provision of information

- 11.1 The **licensee** must inform:
- (a) each person who applies for, or who is in receipt of, network services, the terms, conditions and charges on which those services are provided by the **licensee**; and
 - (b) any person in receipt of network services, of any change in the terms, conditions or charges on which the **licensee** provides those services.

12 National Electricity Market

- 12.1 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.

13 Demand management

- 13.1 The **licensee** must:
- (a) before making any significant expansion of the **distribution network** or the capacity of the **distribution network**, investigate whether it would be cost effective to avoid or postpone such expansion by implementing measures for the reduction of demand for electricity from the network; and
 - (b) prepare and publish reports relating to such demand management investigations and measures.

14 Information to the Commission

- 14.1 The **licensee** must, from time to time, provide to the **Commission**, in a manner and form determined by 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.
- 14.2 The **licensee** must notify the **Commission** of any changes to its **officeholders**, and (if applicable) **major shareholders**, within 30 **business days** of that change.
- 14.3 The **licensee** must notify the **Commission** if it commits a **material breach** an applicable law or **industry code** within three days of becoming aware of that breach.

15 Information to AEMO

- 15.1 The **licensee** must, following a request from **AEMO**, provide to **AEMO** such documents and information as **AEMO** may reasonably require for the performance of its functions.

16 System controller

- 16.1 The **licensee** must comply with any directions given to it by the **System Controller**.

17 Access for telecommunications purposes

- 17.1 The **licensee** must comply with the requirements of the **Electricity Transmission Code** relating to:
- (a) other bodies having access to the **licensee's distribution network** for telecommunications purposes; and

- (b) concerning the resolution of disputes relating to the access and use of the **licensee's distribution network** referred to in clause 17.1(a).

18 Location of powerlines underground

- 18.1 The **licensee** must undertake work to locate powerlines underground in accordance with a program established under Part 5A of the **Act**.

19 Confidentiality

- 19.1 The **licensee** must, unless otherwise required by law, this licence, an **industry code**, or the **National Electricity Rules**, comply with any **industry 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.

20 Community service

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

21 Compatibility

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

22 Insurance

- 22.1 The **licensee** must undertake and maintain during the term of this licence insurance against liability for causing bush fires.
- 22.2 The **licensee** must provide to the **Commission** a certificate of the insurer or the insurance broker by whom the insurance, outlined in clause 22.1, 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.

23 Customer consultation process

- 23.1 The **licensee** must establish and comply with procedures to deal with **customer** consultation or enquiries, as required in writing by the **Commission**.

24 Accounts and separate businesses

- 24.1 The **licensee** must, in a manner and form approved by the **Commission**:
- (a) maintain accounting records and prepare accounts for the electricity business authorised by this licence; and
 - (b) keep the electricity business authorised by this licence, and the accounts for that business, separate from any other business operated by the **licensee** or any other person.

25 Ombudsman and disputes

- 25.1 The **licensee** must implement procedures for the management and resolution of customer disputes which, as a minimum, ensure that basic procedures of AS 10002-2022 'Guidelines for complaint management in organisations' (or any other Australian Standard or Australian and New Zealand Standard which supersedes or replaces this standard) are followed.
- 25.2 In addition to clause 25.1 the **licensee** must participate in the Industry **Ombudsman Scheme**, with respect to complaints made in respect of the operations authorised by this licence.

26 Standard contractual terms and conditions

- 26.1 The **licensee** must, if requested by the **Commission**, 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.
- 26.2 Upon receipt of the **Commission's** approval of the standard terms and conditions under clause 26.1, the **licensee** must publish those terms and conditions in accordance with the requirements of section 36 of the **Act**.
- 26.3 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**.
- 26.4 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**.
- 26.5 The **licensee** must, on request by a **customer**, provide that **customer** with a copy of the standard terms and conditions, free of charge.
- 26.6 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.

27 Co-ordination agreement

- 27.1 The **licensee** must enter into and comply with an agreement with each **retailer** that is also required to enter into such an agreement, on terms approved from time to time by the **Commission**.

28 Applications for connection

- 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**:
 - provide **acceptable identification**;
 - 28.1.b.1 pay any relevant fees and charges applicable;
 - 28.1.b.2 provide contact details for billing purposes;
 - 28.1.b.3 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;
 - 28.1.b.4 ensure that there is safe and convenient access to the **meter** and the electrical installation in order to connect the **supply address**;
 - 28.1.b.5 provide estimated electrical load information for the proposed electricity use at the **supply address**;
 - 28.1.b.6 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);
 - 28.1.b.7 provide certificates of compliance in respect of the electrical installation at the **supply address**;
 - 28.1.b.8 provide evidence that the electrical installation at the **supply address** satisfies the technical requirements set out in the standard **connection** and supply contract; and
 - 28.1.b.9 agree to undertake any augmentation or extension required for the **connection** and ensure that the augmentation or extension has been completed.

29 Variation

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

30 Transfer

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

Schedule 1: Distribution Obligations

31 Quality of supply

- 31.1 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 (or any other Australian Standard or Australian and New Zealand Standard which supersedes or replaces this standard);
 - (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 (or any other Australian Standard or Australian and New Zealand Standard which supersedes or replaces this standard); and
 - (c) the harmonic voltage distortions do not exceed the values in AS/NZS 61000 Parts 3.2 and 3.6 (or any other Australian Standard or Australian and New Zealand Standard which supersedes or replaces this standard).
- 31.2 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 (or any other Australian Standard or Australian and New Zealand Standard which supersedes or replaces this standard).

32 Connection policy

- 32.1 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**.
- 32.2 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); and
 - (g) details of technical or other obligations of the **customer** in respect of the **connection**.

- 32.3 The **licensee** must submit the Connection Policy, and any amendment to the Connection Policy, to the **Commission** for approval.
- 32.4 The **licensee** must make the approved Connection Policy available on its website and provide a copy of a **customer** on request in any format reasonably requested by the **customer**.

33 Connections

- 33.1 The **licensee** must use its **best endeavours** to connect a new **supply address** to the **licensee's 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.
- 33.2 The **licensee** must use its **best endeavours** to connect a **supply address** which was previously connected to the **licensee's 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**.
- 33.3 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.
- 33.4 The **licensee** must not refuse to connect a **supply address** to the **licensee's distribution network** because:
- (a) the person provides their own electricity **metering** system; or
 - (b) a third party provides an electricity **metering** system for the person,
- if that electricity **metering** system complies with the **Act**.

34 Metering plan

- 34.1 Upon a request by the **Commission**, the **licensee** must, if the **licensee** undertakes metering or engages a person for that purpose, develop and maintain a Metering Plan covering such matters as specified by the **Commission** in writing.
- 34.2 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).
- 34.3 The **licensee** and any person engaged by the **licensee** to undertake metering must comply with the Metering Plan after the **Commission** has approved it.
- 34.4 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**).

Schedule 2: Supply, Disconnection, and Reconnection Obligations

35 Maintenance of Supply

- 35.1 The **licensee** must use its **best endeavours** to minimise the frequency and duration of **supply interruptions**.
- 35.2 The **licensee** must provide not less than four business days' notice to a **customer** likely to be affected by a planned **supply interruption** of more than 15 minutes.
- 35.3 Notice given by the **licensee** under this clause must include the time, expected duration of, and reason for the **supply interruption**.
- 35.4 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.
- 35.5 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.

36 Disconnection of a supply address

- 36.1 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.
- 36.2 The **licensee** must disconnect a **customer's** supply address if a person involved in the sale of electricity to the **customer** requests the **licensee** to do so.
- 36.3 If a customer requests the **retailer** to disconnect the **customer's supply address**, the **licensee** must use its **best endeavours** to disconnect in accordance with the customer's request.

37 Obligations prior to disconnection

- 37.1 **Licenses** must when considering disconnecting **residential customers** give effect to the general principle that disconnection of a premises of a **residential customer** experiencing **financial hardship** due to the inability to pay bills should be a last resort option having regard to the circumstances of the particular matter.
- 37.2 When determining whether to disconnect a **residential customer** (on any particular day) in accordance with clause 36.4, the **licensee** must consider any extreme weather conditions impacting the **residential customer's supply address** and whether disconnecting supply would

in any way immediately endanger the health or safety of any person residing at the **residential customer's supply address**.

- 37.3 Prior to effecting a disconnection under clause 36, the **licensee** must use its **best endeavours** to confirm that a disconnection has not been cancelled by the **retailer**, prior to actioning any work order to disconnect the **customer's supply address**.

38 When the licensee may not disconnect

38.1 The **licensee** must not disconnect a customer's supply address:

- (a) 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 Schedule 3; or
- (b) where the customer informs the **licensee**, or the **licensee** is otherwise aware, that the **customer** has formally applied for a rebate, concession, or relief available under any government funded scheme and a decision on the application has not been made and/or any review of the decision on the application is pending; or
- (c) where a **customer** has made a complaint, directly related to the reason for the proposed disconnection, to the **licensee** or the ombudsman scheme and the complaint remains unresolved and/or there is an ongoing review of the decision;
- (d) before 8.00am or after 3pm on a **business day**; or
- (e) on a Friday, or the day before a public holiday; or
- (f) on a weekend, or a public holiday; or
- (g) on the days between 20 December and 31 December (both inclusive);
- (h) except in the case of a planned interruption.

39 Disconnections for emergencies and safety

39.1 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**.

39.2 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; and
- (b) use its **best endeavours** to restore supply to the **customer's supply address** as soon as possible.

39.3 Nothing in this licence should affect the **licensee** exercising any power, or obligation to comply with any direction, order or requirement under the *Emergency Management Act 2004*,

the *Essential Services Act 1981* or the *Fire and Emergency Services Act 2005*, or any other relevant legislation.

- 39.4 Notwithstanding any other clause and subject to clause 37.5, the **licensee** may disconnect or interrupt supply to a **customer's supply address** for reasons of health or safety.
- 39.5 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).

40 Disconnection by the distributor

- 40.1 The **licensee** must disconnect a **customer** from the **distribution system**:
- (a) subject to clauses 38.1(f) or 38.1(g), at the direction of a **retailer**; or
 - (b) where the **licensee** is directed to do so by the **Technical Regulator** or any other body exercising a similar function under an Act.
- 40.2 The **licensee** may disconnect a **customer** from the **distribution system** pursuant to clause 39.
- 40.3 Where the **customer** has been disconnected by the **licensee**, other than under clause 40.1(a), the **licensee** must advise the retailer.

41 Reconnection after disconnection

- 41.1 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) where a person involved in the sale of electricity to the **customer** has requested the **licensee** to do so, and that person has subsequently notified the **licensee** to reconnect the supply address;
 - (b) the reasons for disconnection being rectified; and
 - (c) the **customer** agreeing to pay the **licensee's** reasonable charges for reconnection, if any.
- 41.2 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**.

- 41.3 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.
- 41.4 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**.

Schedule 3: Life Support Obligations

42 Distributor obligations when advised by a person

- 42.1 If a **residential customer**, a **medical practitioner**, or a close relative or carer of the **residential customer**, or a person who has a legal power of attorney or guardianship over the **residential customer**, notifies the **licensee** that a person residing at the **supply address** requires a **life support system** that requires the use of electricity, then the **licensee** must make immediate arrangements to:
- (a) register the **supply address** as requiring a **life support system** and the date from which a **life support system** is required on a life support register developed and maintained by the distributor;
 - (b) no later than five **business days** after receipt of advice that a person residing at the **supply address** requires a **life support system**, provide in writing to the **residential customer** a copy of the **life support factsheet** and **emergency** telephone number for the **licensee** and **retailer** (the charge of which is no more than the cost of a local call); and
 - (c) notify the **retailer** that a person residing or intending to reside in the **supply address** requires a **life support system** and the date from which the **life support system** is required.
- 42.2 The requirements in clause 42.1 must be maintained by the **licensee** pending receipt of appropriate medical confirmation.

43 Distributor obligations when advised by a retailer

- 43.1 When notified by a **retailer** that a person residing or intending to reside at the **supply address** requires a **life support system** the **licensee** must:
- (a) register the **supply address** as requiring a **life support system** on a life support register; and
 - (b) not arrange for the disconnection of that **supply address** while the person continues to reside at that **supply address** and requires the use of life support system (except as required under clause 35 or as required for emergencies or safety under clause 39).
- 43.2 The requirements in clause 43.1 must be maintained by the **licensee** pending receipt of appropriate medical confirmation.

44 Medical confirmation

- 44.1 A **residential customer** who has been identified to the **licensee** as requiring a **life support system** must be provided with at least 50 **business days** to provide the **licensee** with the necessary medical confirmation. If the **residential customer** requests an extension to this time, the **licensee** must give the **residential customer** at least an additional 25 business days to provide the medical confirmation information.
- 44.2 The following information is required for the purposes of medical confirmation:
- (a) the **residential customer's supply address**;
 - (b) the date from which the **residential customer** requires supply of electricity at the **supply address** for the purposes of the **life support system**; and
 - (c) dated medical confirmation by a **medical practitioner** of the type/s of **life support systems** required at the relevant **supply address**, which must fall within the definition of a **life support system**.
- 44.3 A medical certificate containing the information under clause 44.2 will meet the information requirements for medical confirmation.

45 Distributor obligations upon medical confirmation

- 45.1 Following receipt of medical confirmation that a person residing at a **residential customer's supply address** requires a **life support system**, the **licensee** must:
- (a) give the **retailer** relevant information about the **life support system** requirements for the **residential customer's** premises and any relevant contact details for the purposes of updating the **retailer's** registration, unless the relevant information was provided to the **licensee** by the retailer;
 - (b) maintain the registration of the **supply address** as a **life support system** address and the date from which a **life support system** is required on a life support register developed and maintained by the **licensee**;
 - (c) When advised by a **residential customer** of any updates to the **life support system** requirements for the customer's premises or any relevant contact details, update the **retailer's** registration; and
 - (d) not arrange for the disconnection of that **supply address** while the person continues to reside at that address and requires the use of a **life support system** (except as required under clause 35 or as required for emergencies or safety under clause 39).

46 Deregistration of premises

- 46.1 The **licensee** may request that a **residential customer** whose **supply address** has been registered under clause 45, inform the **licensee** if the person for whom the **life support system** is required vacates the supply address or no longer requires the **life support system**.
- 46.2 The **licensee** may rely on written advice received from a **medical practitioner** or hospital that a **life support system** is no longer required at the supply address notwithstanding that a **residential customer** has not provided the information under clause 44, or cannot reasonably be contacted to make this request.
- 46.3 If a **residential customer's** premises is deregistered by the **licensee**, the **licensee** must within five **business days** of the date of the deregistration, notify the **retailer** of the date of the deregistration and the reason for the deregistration.
- 46.4 The **licensee** must update its registers.

Schedule 4: 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; or
 - (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; and
- (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;

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;

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

business day means a day that is not a Saturday, a Sunday or a public holiday in the State of South Australia;

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;

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.

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**;

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;

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

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

licensee means Sustainable Asset Co Pty Ltd (ACN 660 232 655);

life support customer means a residential customer who is a registered user of a **life support system** with the **licensee**, or a **residential customer** who resides at the **supply address** with a person who is a registered user of a **life support system**.

life support system means:

- (a) an oxygen concentrator; or
- (b) an intermittent peritoneal dialysis machine; or
- (c) a chronic positive airways pressure respirator; or
- (d) medically required heating or cooling (a **residential customer** must be eligible for the **medical heating and cooling concession** to be a life support customer under this definition); or
- (e) a nebuliser; or
- (f) a kidney dialysis machine; or
- (g) a ventilator for life support; or
- (h) other equipment as advised by the **Commission** from time to time.

major shareholder means a person (including a corporation) who owns shares that provide more than ten percent (10%) of the total combined voting power of all classes of shares of the licensee;

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,

medical heating and cooling concession means the South Australian Medical Heating and Cooling Concession Scheme provided by the Department of Human Services SA (or any other South Australian government scheme addressing concessions associated with medical needs for heating and cooling which replaces this scheme);

medical practitioner means a person currently registered under the *Health Practitioner Regulation National Law* to practise in the medical profession (other than as a student);

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**;

office holder means a director and/or secretary, or a person who makes or participates in making decisions that affect a substantial part of the business of the **licensee**, who has the capacity to significantly affect the corporation's financial standing and/or a person whose instructions the **licensee's** directors must act in accordance with (excluding advice given in a professional capacity or as part of a business relationship with the directors or the **licensee**);

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

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

retailer means a person holding with a retail licence issued by the **Commission** authorising the retailing of electricity or a person holding an authorisation issued by the Australian Energy Regulator authorising the retailing of electricity;

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 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;
- (g) 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
- (h) 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

Operations

The operation of an electricity distribution network located at the Oakden Rise development, on the intersection of Sudholz Road and Grand Junction Road, to the extent depicted in the below map.



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