



Electricity
Licence



Electricity Distribution Licence

Municipal Council of Roxby Downs

ABN No 68 284 130 046

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

Variation history

Amendment number	Variation date	Reason
ESCOSA01	21 March 2018	Administrative changes made to licence to remove retail operations.

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 This **licensee** is licensed under part 3 of the **Act**, subject to the conditions set out in this licence, to operate the distribution network at the locations described in Annexure 1.

3 Term

- 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 Variation

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

5 Transfer

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

6 Compliance with applicable laws

- 6.1 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**.
- 6.2 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**.

7 Ombudsman and disputes

- 7.1 The **licensee** must, if requested by the **Commission** by written notice, participate in an **Ombudsman Scheme**.
- 7.2 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.

8 Information to the Commission

- 8.1 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.

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

9 Information to AEMO

9.1 The **licensee** must, following a request from **AEMO**, provide to **AEMO** such documents or information as **AEMO** may reasonably require to perform its functions.

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 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;
- (d) 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).

14 Quality of Supply

- 14.1 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.
- 14.2 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.

15 Interruption of supply

- 15.1 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**.
- 15.2 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.
- 15.3 Notice given by the licensee under this clause must include the time, expected duration of, and reason for the **supply interruption**.
- 15.4 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.

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.

16 Safety, reliability, maintenance and technical management plan

- 16.1 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 **distribution network** to which the plan relates); and
 - (ii) to any revision of the plan;
 - (c) comply with the plan as approved in accordance with clause 16.1(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**.

17 Switching manual

- 17.1 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**.

18 Connection policy

- 18.1 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**.
- 18.2 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**.
- 18.3 The **licensee** must submit the Connection Policy, and any amendment to the Connection Policy, to the **Commission** for approval.

19 Metering plan

- 19.1 If the **licensee** undertakes metering or engages a person for that purpose, if requested by the **Commission**, the **licensee** must:
- (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.
- 19.2 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).

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

- 19.4 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).

20 Connections

20.1 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 10 business days after the licensee's requirements for connection are satisfied.

20.2 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.

20.3 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;
- (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.

21 Applications for connection

21.1 Before agreeing to connect a person's 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;

- (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** 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.

22 Provision of information

22.1 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.

22.2 The **licensee** must make available, on its website, the terms, conditions and charges on which it will connect a **customer's supply address** to its network.

23 Standard contractual terms and conditions

23.1 The **licensee** must, if requested by the **Commission**, in accordance with section 36 of the **Act** develop and submit for the **Commission's** approval a set of standard terms and conditions on which it will **connect a customer's supply address** to its network.

23.2 Upon receipt of the **Commission's** approval of the standard terms and conditions under clause 23.1, the **licensee** must:

- (a) publish those terms and conditions in accordance with the requirements of section 36 of the **Act**, and
- (b) seek the **Commission's** approval before it makes any significant amendment to the standard terms and conditions and publish the amended terms and conditions in accordance with the requirements of section 36 of the **Act**.

23.3 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**.

- 23.4 The **licensee** must, on request by a **customer**, provide that **customer** with a copy of the standard terms and conditions, free of charge.
- 23.5 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.

24 When the licensee may not disconnect

- 24.1 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 clause 27;
 - (b) 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;
 - (c) after 3.00pm on a business day; or
 - (d) 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.

25 Disconnections for emergencies and safety

- 25.1 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**.
- 25.2 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.
- 25.3 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.
- 25.4 Notwithstanding any other clause and subject to clause 25.5, the **licensee** may disconnect or interrupt supply to a **customer's supply address** for reasons of health or safety.
- 25.5 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).

26 Reconnection after disconnection

- 26.1 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.
- 26.2 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**.
- 26.3 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.
- 26.4 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**.

27 Special needs

- 27.1 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.
- 27.2 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.
- 27.3 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 and last varied on 21 March 2018.

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 Power

Commissioner

21 March 2018

Date

Schedule: Definitions and Interpretation

Part 1 – Definitions

In this licence:

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 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**;

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

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

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

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

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

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

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

licensee means Municipal Council of Roxby Downs ABN 68 284 130 046;

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**;

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

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 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

Distribution network location - Township of Roxby Downs



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