

7 March 2022

Ms Sarah Sheppard
Executive Director
Essential Services Commission
Level 8, 570 Bourke Street,
Melbourne **Victoria 3000**

Your Ref: C/22/1479

Via email (as Directed) licences@esc.vic.gov.au

Dear Ms Sheppard

In your letter dated 31 January 2022 (and in the subsequent clarification) you ask that Agora Retail Pty Limited (**Agora Retail**):

- before 15 March 2022, confirm its consent to the variation of its licence as proposed in the first letter and in the supporting documents to that letter;
- if it is so inclined, make a submission regarding the proposal by the same date; and
- address all correspondence to the email address above.

In that context we have reviewed the:

- Template Gas Retail Licence;
- Standard Gas Licence Conditions; and
- Attachment A to your letter dated 31 January 2022 - Particulars of Licence

First, we confirm, subject to the satisfactory resolution of the matters raised below, we consent to the variation of the Agora Retail Licence as proposed in the first letter and as set out in the supporting documents to that letter

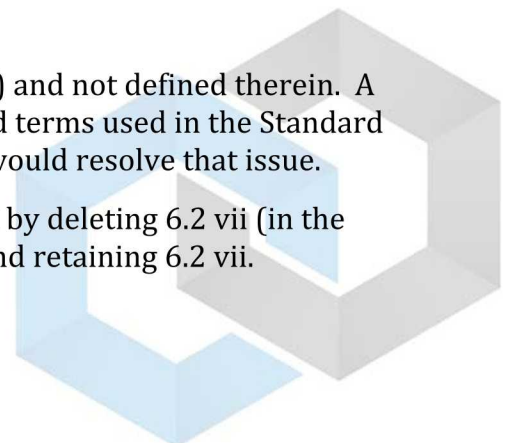
We make one general observation that, given the extent to which administrative determinations are made by the Commission in the proposed licence structure that those determinations should be generally subject to review by the Administrative Appeals Tribunal.

Please see some specific comments/enquires regarding the detail of the documents below.

1. Template Gas Retail Licence

Defined terms are used in the Draft Licence (eg Code Of Practice) and not defined therein. A reference in clause 1.2 of the Licence - to the fact that the defined terms used in the Standard Gas Licence Conditions have the same meaning in this licence - would resolve that issue.

Clause 6.2 vii is a subset of clause 6.2 v. This could be addressed by deleting 6.2 vii (in the interest of simplification) or narrowing 6.2 v to exclude 6.2 vii and retaining 6.2 vii.



We are unfamiliar with the phrase “load sheeting” used in clause 6.2 vi. Should this be a reference to “load shedding”, and if not, can it please be defined?

As a general principal, administrative discretions should be subject to an objective test (which they are by the drafting) and a right of appeal (measured against that test). Will administrative decisions (for example those taken under clause 4) be subject to appeal to the Administrative Appeals Tribunal?

Should there be an obligation to maintain Schedule 1 in clause 4? (Importantly it is cross referenced in clause 3.1)

2. Standard Gas Licence Conditions

We note there is no Interpretation Clause.

In clause 8.2, is “customer” the correct term, or should it be “Market Participant – Retail” when used in regard to the DWGM?

In 10.1 i, is “NMI checksum” the correct term or is it “MIRN checksum”?

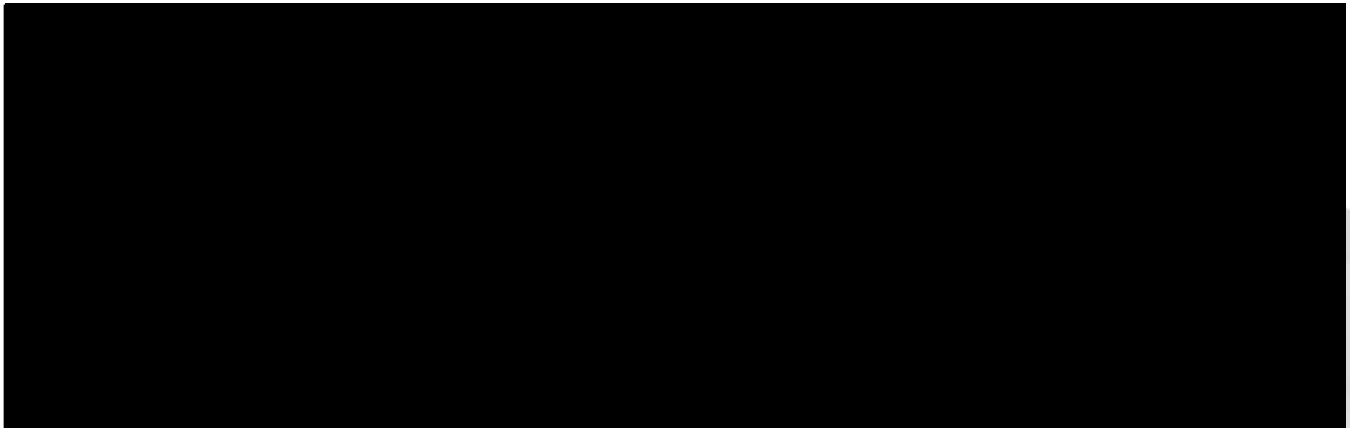
We understand that the term “tariff” is used in a manner consistent with the AER explanation of the term. Given that “tariff” can have several meanings (even within the gas industry) it may be helpful to define the term.

As far as we can ascertain Schedule 1 to the Standard Conditions is intended to play the same role as Schedule 1 in the Template Licence. If that is correct it should be deleted from the Standard Conditions and if it is not correct we would appreciate an explanation of different purpose.

3. Particulars of Licence

We do not consider it appropriate to use a PO Box as an address for service. We propose you use the following.

**Company Secretary
Agora Retail Pty Limited
Suite 1, 160 Newcastle Street,
Perth WA 6000**

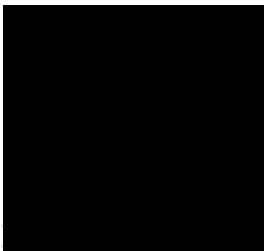




Finally, we do not believe the definition of Supply Point is necessary as a Special Condition since it is identical to (subject to one minor error in the draft Special Condition) the definition included in the Standard Conditions.

Thank you for the opportunity to contribute to this review.

Yours Sincerely



Director

