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EDCoP v1 clause no.	Clause description	Current type (CPRG v7)	Proposed type (EDCoP v2)	Comments
Clause 1.5.2	An agreement entered into under clause 1.5.1 must not reduce the rights or increase the obligations of the large customer without giving benefits of equal value, whether financial or otherwise.	n/a	proposed type 2	This obligation is informational in nature as it gives instructions related to clause 1.5.1; it should be reclassified as a material breach
Clause 1.5.3	A distributor must notify the Commission of any agreement made pursuant to clause 1.5.1 within 14 business days, such notification identifying: (a) the right or obligation varied by the agreement; and (b) the large customer that is party to the agreement.	n/a	proposed type 2	We do not object to this proposed classification
Clause 3.2	New connection Subject to clauses 3.3 and 3.5, where a connection application has been made by a customer, or by a retailer on behalf of a customer, a distributor must comply with its obligations under the NER in responding to the connection application (including making a connection offer or entering into a connection contract) and carrying out the connection work. Note: Chapter 5A of the NER, as enacted and amended by ss 16R, 16S and 16SA of the National Electricity (Victoria) Act 2005 and as amended by rule changes made after 1 July 2016, applies to the connection of retail customers and certain small embedded generators in Victoria.	n/a	proposed type 2	We do not object to this proposed classification
Clause 3.3.1	A distributor must not energise a customer's supply address unless: (a) a request to do so is made by: (i) a customer, and: (A) the distributor is satisfied that the customer has engaged a retailer; or (B) the customer is a market customer; or (ii) a retailer on the customer's behalf; (b) there is a relevant emergency; or (c) energisation is otherwise expressly authorised or required by this Code of Practice or by law.	n/a	proposed type 2	We do not object to this proposed classification
Clause 3.3.2	If a customer (other than a market customer) contacts a distributor to request energisation and the distributor is not satisfied that the customer has engaged a retailer, then the distributor must: (a) inform the customer that in accordance with any applicable guidelines the customer has a choice of retailer; and (b) advise the customer that the request must be made by the customer's retailer.	n/a	proposed type 2	We do not object to this proposed classification
Clause 3.4.1	Where a customer only requires energisation, a distributor must use best endeavours to energise the customer's supply address: (a) within one business day, if the request is made to the distributor (orally or in writing) by 3 p.m.; or (b) within two business days, if the request is made after 3 p.m. after a request is made under clause 3.3.1(a), provided that the customer gives acceptable identification to the distributor or the customer's retailer.	n/a	proposed type 2	We do not object to this proposed classification
Clause 3.5.2	If a distributor is not obliged to comply with its obligation under clause 3.2 by reason of clause 3.5.1, the distributor must comply with such obligations as soon as reasonably practicable after the removal or elimination of the reason for which connection was not made.	n/a	proposed type 2	We do not object to this proposed classification
Clause 4.2.1	Contribution to the cost of undergrounding projects 4.2.1. In making an offer to underground distribution fixed assets, a distributor must include a price that has been determined on the basis that the distributor is to contribute toward the costs of the undergrounding an amount equal to the distributor's avoided costs.	n/a	proposed type 2	We do not object to this proposed classification
Clause 4.3.1	Calculation of avoided costs 4.3.1. In determining the price to include in its offer, a distributor must calculate the amount of its avoided costs as follows: $AC = AM + DAR$ where: AC is the amount of the distributor's avoided costs; AM is the present value of the maintenance and vegetation management costs the distributor will avoid incurring in connection with existing distribution fixed assets as a result of their undergrounding; and DAR is the amount of the distributor's deferred asset replacement costs.	n/a	proposed type 2	This obligation is informational in nature as it gives instructions related to clause 4.2.1; it should be reclassified as a material breach
Clause 4.4.1	A distributor must include the following information in any offer the distributor makes to a person to underground distribution fixed assets: (a) the price payable by the person; and (b) the cost to the distributor of the undergrounding, including the cost of materials and labour costs.	n/a	proposed type 2	We do not object to this proposed classification

OFFICIAL

Clause 4.4.2	If a distributor has made an offer to a person to underground distribution fixed assets and the person requests further information about the cost to the distributor of the undergrounding beyond the information included in the offer by virtue of clause 4.4.1, the distributor must provide the following further information to the person: (a) itemised details of the materials and labour costs of the distributor in respect of the undergrounding; and (b) the distributor's calculation of the amount of its avoided costs in respect of the undergrounding as contemplated by clause 4.3.1, including itemised details of the amount of each of AM, DAR, RCE and RCN.	n/a	proposed type 2	We do not object to this proposed classification
Clause 5.2.1	A distributor must call for tenders for any construction works if it proposes to augment its distribution network in connection with its provision the following services: (a) a connection service requested by a connection applicant; (b) undergrounding; (c) services to other distributors such as power transfer capability services; and (d) public lighting services.	n/a	proposed type 2	We do not object to this proposed classification
Clause 5.2.2	For the purpose of clause 5.2.1, and subject to clause 5.2.3, a distributor must invite at least two other persons who compete in performing works of that kind (or are capable of so competing) to provide: (a) information as to their availability to do the works; and (b) information as to the price of the works, and any terms and conditions which may apply.	n/a	proposed type 2	We do not object to this proposed classification
Clause 5.3.1	A distributor must develop a tendering policy that must: (a) state the objectives of the distributor's tendering policy; (b) specify when the distributor is obliged to call for tenders; (c) specify any augmentation works or services relating to augmentation that will not be tendered; (d) set out a timeframe for the tender process; (e) specify any accreditation or other pre-conditions a person must satisfy if that person is to be eligible for performing any particular type of augmentation works or services; (f) not unreasonably discriminate and must not allow for unreasonable discrimination, against persons who may compete with the distributor in performing augmentation works (or who are capable of so competing); (g) specify the basis on which the distributor may recover the costs it incurs in conducting the tender (or participating in a tender that a customer may prefer to conduct), including payment terms; and (h) include a process for handling disputes.	n/a	proposed type 2	We do not object to this proposed classification
Clause 5.4.1	A distributor must (a) publish its tendering policy on its website; and (b) provide a copy of its tendering policy to any person on request.	n/a	proposed type 2	We do not object to this proposed classification
Clause 5.4.2	A distributor must notify the Commission of any change to its tendering policy.	n/a	proposed type 2	We do not object to this proposed classification
Clause 7.3.4	In cases other than emergencies, a distributor must use best endeavours to access a customer's premises at a time which is reasonably convenient to both the customer and the distributor.	n/a	proposed type 2	This obligation requires us to use best endeavours which we strive to achieve at all times; it should be reclassified as a material breach
Clause 8.2.1	A distributor: (a) must within 40 business days of a date nominated by the Commission in a communication given to the distributor; and (b) may at any other time, prepare and submit to the Commission a proposed default use of system agreement that contains the terms and conditions set out in clause 8.7 for approval by the Commission.	n/a	proposed type 2	We do not object to this proposed classification
Clause 8.4	Distributor to comply with Commission's directions to amend The distributor must amend its default use of system agreement in accordance with any direction to do so given by the Commission if: (a) the Commission is of the opinion that, without the amendment, the terms and conditions: (i) are not fair and reasonable; or (ii) unreasonably discriminate, or have the effect of creating unreasonable discrimination, between retailers or between customers of any retailer; and (b) the Commission has given the distributor an opportunity to make representations on the matter and to amend the default use of system agreement without such a direction.	n/a	proposed type 2	We do not object to this proposed classification
Clause 8.5.1	Where a retailer or other person who has made an application for a retail licence requests the distributor to offer a use of system agreement (for a period when no use of system agreement otherwise would be in force), the distributor must offer to enter into a written use of system agreement, in the form of the default use of system agreement, with the retailer or other person within three business days of the request, unless a use of system agreement between the distributor and the person making the request has been terminated due to a material breach and the circumstances giving rise to that breach remain unchanged such that if that former agreement was still in force there would be an unremedied breach.	n/a	proposed type 2	We do not object to this proposed classification

OFFICIAL

Clause 8.5.2	Upon approval of a new default use of system agreement (under clause 8.2.2 or 8.2.3) or any required amendment to a default use of system agreement (under clause 8.4), the distributor must: (a) make an offer within 3 business days to each retailer with whom it has a use of system agreement to enter into a replacement use of system agreement in the form of the new default use of system agreement; and (b) if such offer is accepted, terminate the existing use of system agreement. The offer must remain open for acceptance by a retailer for at least 40 business days.	n/a	proposed type 2	We do not object to this proposed classification
Clause 8.6.1	The distributor must notify the Commission as soon as practicable if: (a) it gives any notice to a retailer in connection with the proposed termination of a use of system agreement; or (b) it terminates a use of system agreement without a replacement use of system agreement immediately coming into force.	n/a	proposed type 2	We do not object to this proposed classification
Clause 8.6.2	The distributor must not terminate a use of system agreement if the Commission so directs the distributor and specifies the duration and circumstances of the prohibition on termination.	n/a	proposed type 2	We do not object to this proposed classification
Clause 8.8.1	A distributor must provide a statement of charges to a retailer that includes: (a) the network charges, separately identified, in respect of each shared customer's supply address for which metering data was received, or for which the distributor provided any other service, during that retail billing period; (b) the date of issue of the statement of charges, and the due date for payment; (c) where applicable, the metering data for each shared customer's supply address; (d) any adjustments to network charges from previous retail billing periods; and Note: see clause 8.9 (e) where applicable, any credits for GSL payments that the distributor is required to make in respect of a shared customer's supply address.	n/a	proposed type 2	We do not object to this proposed classification
Clause 8.8.2	The distributor must provide the statement of charges in clause 8.8.1: (a) to a retailer as agreed between the parties but no later than the 10th business day of the retail billing period following the retail billing period to which the charges relate; (b) subject to the Retail Market Procedures, in a format as agreed between the retailer and distributor or, in default of agreement, as reasonably determined by the distributor.	n/a	proposed type 2	We do not object to this proposed classification
Clause 8.9.1	A distributor must not recover charges from a retailer that a retailer would otherwise charge a small customer if the retailer is not permitted to recover those charges from a small customer under the Energy Retail Code of Practice.	n/a	proposed type 2	We do not object to this proposed classification
Clause 9.2.1	A distributor: (a) must by a date nominated by the Commission in a communication given to the distributor, which is not less than 20 business days after the communication is given to the distributor; and (b) may at any other time, prepare and submit to the Commission proposed terms and conditions of a deemed distribution contract for approval by the Commission.	n/a	proposed type 2	We do not object to this proposed classification
Clause 9.2.2	As soon as practicable after the Commission approves terms and conditions of a deemed distribution contract, the distributor must give notice of those terms and conditions, including by publishing them in the Government Gazette in accordance with the Act. Note: The Commission's approval of terms and conditions of a deemed distribution contract is governed by section 40A of the Act.	n/a	proposed type 2	We do not object to this proposed classification
Clause 9.2.3	In providing a deemed distribution contract to the Commission for approval a distributor must not include any term or condition in its deemed distribution contract with a customer the effect of which is to limit the liability of the distributor to the customer: (a) for any breach by the distributor of the contract; and (b) for any negligence by the distributor in relation to the contract.	n/a	proposed type 2	This obligation is informational in nature as it gives instructions related to clause 9.2.1; it should be reclassified as a material breach
Clause 9.3	Indemnity A distributor must not include an indemnity or other term or condition in its deemed distribution contract with a customer the effect of which is to entitle the distributor to recover from the customer in respect of: (a) any breach by the customer of the contract; or (b) any negligence by the customer in relation to the contract. any greater amount than that which, under the common law (including in equity) or statute, the distributor is entitled to as compensation for the customer's breach of contract or negligence.	n/a	proposed type 2	We do not object to this proposed classification
Clause 9.4.4	A distributor or a customer claiming a force majeure event must use its best endeavours to remove, overcome or minimise the effects of the force majeure event as quickly as possible. However, this does not require the distributor or the customer to settle any industrial dispute that constitutes a force majeure event in any manner other than the manner preferred by that party.	n/a	proposed type 2	This obligation requires us to use best endeavours which we strive to achieve at all times; it should be reclassified as a material breach
Clause 11.3.1	In the case of an unplanned interruption or an emergency, a distributor must: (a) as soon as practicable, make available, by way of a 24 hour telephone service and by way of frequently updated entries on a prominent part of its website: (i) information on the nature of the interruption and (ii) an estimate of the time when supply will be restored or, if reliable information is not available to inform that estimate, an estimate of when reliable information on restoration of supply will be available; (b) provide options for customers who call the service to be directly connected to a telephone operator if required; and (c) use best endeavours to restore the customer's supply as soon as possible making allowance for reasonable priorities.	n/a	proposed type 2	We do not object to this proposed classification
Clause 11.3.2	Wherever reasonable and practicable, a distributor must provide prior information to customers who may be interrupted by load shedding.	n/a	proposed type 2	We do not object to this proposed classification

OFFICIAL

Clause 11.5.1(a)	Subject to clause 11.5.3, in the event of a planned interruption: (a) if an affected customer is not a life support customer, the distributor must give the customer at least 4 business days written notice of the interruption: (i) if the customer has nominated to receive notices by: (A) electronic communication; or (B) electronic communication and hard copy and the distributor has customer details that enable it to notify the customer by electronic communication - by the nominated method or methods of communication; or (ii) otherwise, in hard copy;	Type 2	remains type 2	n/a
Clause 11.5.1(b)	Subject to clause 11.5.3, in the event of a planned interruption: (b) if an affected customer is a life support customer: (i) the distributor must provide the customer with at least 4 business days written notice of the interruption, unless a longer period of notice is requested by the customer and provided that the longer period of notice: (A) is reasonably necessary; and (B) can be accommodated by the distributor; and (ii) the distributor must give the written notice to the customer: (A) if the customer has nominated to receive notices by one or more methods of electronic communication - in hard copy and by the nominated method or methods of electronic communication; or (B) otherwise, in hard copy.	Type 1	remains type 1	n/a
Clause 11.5.2	A notice under clause 11.5.1 must: (a) specify the expected date, time and duration of the interruption; (b) include a 24 hour telephone number for fault enquiries and emergencies, the charge for which is no more than the cost of a local call for enquiries; (c) include high-level information as to the reason for the planned interruption; (d) provide information as to the potential for the planned interruption to be cancelled or rescheduled; and (e) otherwise comply with the requirements of clause 11.4.3.	Type 2	remains type 2	n/a
Clause 11.5.3	If a distributor gives notice under clause 11.5.1 by one or more methods of electronic communication, the distributor must also send the customer a reminder notice that complies with the requirements of clause 11.5.2 by the same method or methods of electronic communication, one business day prior to the interruption.	Type 2	remains type 2	n/a
Clause 11.5.6	A distributor must: (a) create a record of each explicit informed consent provided by a customer; and (b) retain the record for at least 2 years.	Type 2	remains type 2	n/a
Clause 11.5.8	A distributor must, on request by a customer and at no charge, provide the customer with access to a copy of the record of explicit informed consent given by the customer and then retained by the distributor.	Type 2	remains type 2	n/a
Clause 11.4.1	A distributor must enable each customer to nominate a preferred method or methods of communication to receive notices about interruptions and to: (a) nominate one or more methods of communication; (b) nominate that they only receive written notices in hard copy; and (c) update their preferences from time to time.	Type 2	remains type 2	n/a
Clause 11.4.2	A distributor must create and maintain for a period of at least 2 years, a record of: (a) the preferred method or methods of communication nominated by a customer; and (b) any update to the preferences nominated by the customer.	Type 2	remains type 2	n/a
Clause 11.4.3	Notices to customers about interruptions, whether in hard copy or by way of electronic communication, must: (a) be written in plain English and be designed to be readily understandable by customers; and (b) inform the customer how the customer can nominate or update their preferred method for receiving notices about interruptions from the distributor, for example, by contacting the distributor by telephone, via a website or by return text message.	Type 2	remains type 2	n/a
Clause 11.6.1	The distributor must use best endeavours to restore the customer's supply as soon as possible after a planned interruption.	n/a	proposed type 2	This obligation requires us to use best endeavours which we strive to achieve at all times; it should be reclassified as a material breach
Clause 11.7.1	Where a distributor cancels or reschedules a planned interruption it must provide notice of the cancellation or rescheduling: (a) as soon as practicable by means of electronic communication where the customer has nominated a preferred electronic communication method or methods; or (b) where the customer has not nominated a preferred electronic communication method and where the planned interruption is cancelled or rescheduled more than 5 business days before the scheduled start date, by written notice in hard copy.	Type 2	remains type 2	n/a

OFFICIAL

Clause 11.8.1	In a widespread supply event, a distributor must: (a) inform the Department of Health of the street address of any point of supply (unless the distributor is satisfied that it is a non-residential point of supply) immediately upon forming the view that a sustained interruption at that location will persist for more than 24 hours. (b) provide the information under subclause (a) to the Department of Health: (i) within 28 hours of a sustained interruption occurring and for every 12 hours thereafter until the sustained interruption has been resolved; and (ii) in a manner and format agreed from time to time between the Department of Health and the distributor.	n/a	proposed type 2	We do not object to this proposed classification
Clause 12.2.1(a)	Within one business day after being advised by a small customer that a life support resident resides, or is intending to reside, at the small customer's premises, a distributor must record in a register of life support customers and residents the life support customer details.	Type 1	remains type 1	n/a
Clause 12.2.1(b)	A distributor who is advised by a small customer that a life support resident resides, or is intending to reside, at the small customer's premises, must determine whether the life support equipment is fuelled by both electricity and gas and, if it is, inform the customer that the customer should inform the gas retailer or distributor who supplies gas at the customer's premises that a life support resident resides, or is intending to reside, at the customer's premises.	Type 1	remains type 1	n/a
Clause 12.2.1(c)	Within 5 business days after being advised by a small customer that a life support resident resides, or is intending to reside, at the small customer's premises, a distributor must give to the customer, in plain English: (i) a medical confirmation form in accordance with clause 12.2.3; (ii) information explaining that, if the customer fails to provide medical confirmation, the customer may be deregistered and, if so, the customer will cease to receive the life support protections; (iii) advice that there may be planned interruptions or unplanned interruptions to supply at the address and that the distributor is required to notify them of a planned interruption in accordance with clause 11.5.1; (iv) information to assist the customer to prepare a plan of action in the case of an unplanned interruption; (v) an emergency telephone contact number for the distributor (the charge for which is no more than the cost of a local call); (vi) advice that if the customer decides to change retailer at the premises and a person residing at the customer's premises continues to require life support equipment, the customer should advise their new retailer of the requirement for life support equipment; (vii) information about the types of equipment that fall within the definition of life support equipment, and the additional information provided in Schedule 7 of the Energy Retail Code of Practice; (viii) advice that the customer may be eligible for concessions and rebates offered by the State or Federal governments, including information about how to access them; and (ix) information in community languages about the availability of interpreter services for the languages concerned and telephone numbers for the services.	Type 1	remains type 1	n/a
Clause 12.2.1(d)	Within one business day after being advised by a small customer that a life support resident resides, or is intending to reside, at the small customer's premises, a distributor must notify the retailer that a person residing or intending to reside at the customer's premises requires life support equipment and the date from which the life support equipment is required.	Type 1	remains type 1	n/a
Clause 12.2.2(a)	Within one business day after being advised by a retailer, under section 40SG(4)(a) of the Act, that a life support resident resides, or is intending to reside, at the small customer's premises, a distributor must record in a register of life support customers and residents the life support customer details.	Type 1	remains type 1	n/a
Clause 12.2.2(b)	Within one business day after being advised by a retailer, under section 40S(2) of the Act or under clause 170(1)(b) of the Energy Retail Code of Practice, that a life support resident resides, or is intending to reside, at the small customer's premises, a distributor must record in a register of life support customers and residents the life support customer details.	Type 1	remains type 1	n/a
Clause 12.3.1	Where a medical confirmation form is provided to a customer, the distributor must: (a) from the date of the medical confirmation form, give the customer a minimum of 50 business days to provide medical confirmation; (b) provide the customer at least two written notices to remind the customer that the customer must provide medical confirmation (each a confirmation reminder notice); (c) ensure the first confirmation reminder notice is provided no less than 15 business days from the date of issue of the medical confirmation form; (d) ensure the second confirmation reminder notice is provided no less than 15 business days from the date of issue of the first confirmation reminder notice; and (e) on request from a customer, give the customer at least one extension of time to provide medical confirmation. The extension must be a minimum of 25 business days.	Type 1	remains type 1	n/a
Clause 12.4.1(a)	Where a distributor is required to record life support customer details in a register of life support customers and residents under clause 12.2.1(a) or clause 12.2.2(a), the distributor has the following ongoing obligations: (a) within one business day after receiving relevant information about the life support equipment requirements for the customer's premises (including medical confirmation) or any relevant contact details, give such information to the retailer for the purposes of updating the retailer's register of life support customers and residents, unless the relevant information was provided to the distributor by the retailer;	Type 1	remains type 1	n/a

OFFICIAL

Clause 12.4.1(b)	(b) within one business day after being advised by a customer or retailer of any update to the life support equipment requirements for the customer's premises or any relevant contact details, update the register of life support customers and residents;	Type 1	remains type 1	n/a
Clause 12.4.1(c)	(c) except in the case of an interruption or emergency, not disconnect the supply address after the date the life support equipment will be required at the supply address;	Type 1	remains type 1	n/a
Clause 12.4.1(d)	(d) in the case of a planned interruption, comply with clause 11.5.1(b).	Type 1	remains type 1	n/a
Clause 12.4.2	In addition to the obligations specified in clause 12.4.1, after a distributor is required to record a customer's life support customer details in a register of life support customers and residents under clause 12.2.1(a), if the distributor becomes aware (including by way of notification in accordance with the Market Settlement and Transfer Solution Procedures) that the customer has subsequently transferred to another retailer (a new retailer) at that supply address, the distributor must notify the new retailer (within one business day after becoming aware) that a person residing at the customer's supply address requires life support equipment.	Type 1	remains type 1	n/a
Clause 12.4.3(a)	Where a distributor is required to record life support customer details in a register of life support customers and residents under clause 12.2.2(b), the distributor has the following ongoing obligations: (a) within one business day after receiving relevant information about the life support equipment requirements for the customer's supply address and any relevant contact details, give such information to the retailer for the purposes of updating the retailer's register of life support customers and residents, unless the relevant information was provided to the distributor by the retailer;	Type 1	remains type 1	n/a
Clause 12.4.3(b)	(b) within one business day after being advised by a retailer of any update to the life support equipment requirements for the customer's supply address or any relevant contact details, update the register of life support customers and residents;	Type 1	remains type 1	n/a
Clause 12.4.3(c)	(c) except in the case of an interruption or emergency, not disconnect the supply address after the date the life support equipment will be required at the supply address; and	Type 1	remains type 1	n/a
Clause 12.4.3(d)	(d) in the case of a planned interruption, comply with clause 11.5.1(b).	Type 1	remains type 1	n/a
Clause 12.5.1	A distributor must not deregister a customer except in the circumstances permitted under this clause 12.5.	Type 1	remains type 1	n/a
Clause 12.5.2	If a customer is deregistered by a distributor, the distributor must: (a) within 5 business days of the date of deregistration, notify the retailer of the date of deregistration and reason for deregistration; and (b) within one business day from deregistration, update its register of life support customers and residents as required by clause 12.6.	Type 2	remains type 2	n/a
Clause 12.5.3	If a distributor is notified by a retailer that the retailer or an exempt retailer has deregistered a customer's supply address, the distributor must (within one business day from notification) update the life support customer details entered in its register of life support customers and residents as required by clause 12.6.	Type 2	remains type 2	n/a
Clause 12.5.7	A distributor must create a record of each explicit informed consent required by clause 12.5.6 and provided by a customer, and retain the record for at least 2 years.	n/a	proposed type 2	We do not object to this proposed classification
Clause 12.6	A distributor must: (a) establish policies, systems and procedures for registering and deregistering life support customers, to facilitate compliance with the requirements in this clause 12; and (b) ensure that the register of life support customers and residents is maintained and kept up to date, including: (i) the date when the customer requires supply of energy at the premises for the purposes of the life support equipment; (ii) when medical confirmation was received from the customer in respect of the premises; (iii) the date when the customer is deregistered and the reason for deregistration; and (iv) a record of communications with the customer required by clauses 12.3 and 12.5.	Type 1	remains type 1	n/a
Clause 13.2.1	Before 30 June each year, a distributor must publish on its website the targets for reliability of supply for the following year. Where targets for the parameters below are determined by the AER in the current distribution determination, the distributor must publish the targets as determined by the AER.	n/a	proposed type 2	We do not object to this proposed classification
Clause 13.2.3	A distributor must provide information about its targets for reliability of supply under this clause 13.2 to a customer or a retailer on request.	n/a	proposed type 2	We do not object to this proposed classification
Clause 13.3.1	A distributor must use best endeavours to meet targets determined by the AER in the current distribution determination and targets published under clause 13.2.1 and otherwise meet reasonable customer expectations of reliability of supply.	n/a	proposed type 2	This obligation requires us to use best endeavours which we strive to achieve at all times; it should be reclassified as a material breach
Clause 13.3.2	Prior to the end of December of each year, a distributor must notify each of its customers in writing about its role in relation to maintenance of supply, emergencies and restoration after interruptions and the distributor's contact details and website address.	n/a	proposed type 2	We do not object to this proposed classification
Clause 13.3.3	On request by a customer or by a retailer on behalf of a customer, a distributor must provide information on reliability of supply including an explanation for any interruption to supply (whether planned or unplanned) to the customer's supply address. If the customer requests that such information or explanation be in writing, it must be given in writing within 20 business days of the request.	n/a	proposed type 2	We do not object to this proposed classification
Clause 14.3.1	Where a distributor makes an appointment with a customer, if the distributor is more than 15 minutes late for the appointment, the distributor must pay the customer \$35.	Type 2	remains type 2	n/a
Clause 14.3.2	Where a distributor makes an appointment with a customer, the distributor must specify a period during which the distributor will attend ("an appointment window"): (a) no greater than 2 hours, where the customer or their representative is required, or has advised their choice, to be in attendance; and (b) no greater than 1 day, where the customer or their representative is not required, and does not advise their choice, to be in attendance, unless an alternative appointment window has been agreed to by the customer or their representative.	n/a	proposed type 2	We do not object to this proposed classification
Clause 14.3.4	An appointment window must be notified to the customer or their representative by no later than 5 pm on the business day prior to the appointment.	n/a	proposed type 2	We do not object to this proposed classification

OFFICIAL

Clause 14.4	If a distributor does not complete the connection work to connect a new customer within the timeframe as required by clause 3.2, the distributor must pay to the customer \$80 for each day that it is late, up to a maximum of \$400.	Type 2	remains type 2	n/a
Clause 14.5.1	A distributor must make a supply restoration payment to a customer of: (a) \$130, if the customer experiences more than 18 hours of unplanned sustained interruptions per year; or (b) \$190, if the customer experiences more than 30 hours of unplanned sustained interruptions per year; or (c) \$380, if the customer experiences more than 60 hours of unplanned sustained interruptions per year; not counting the period of an event to which clause 14.5.3, 14.5.4 or 14.6 applies or any period of interruption on a major event day.	Type 2	remains type 2	n/a
Clause 14.5.2	A distributor must make a low reliability payment to a customer of: (a) \$130, if the customer experiences more than 8 unplanned sustained interruptions per year; or (b) \$190, if the customer experiences more than 12 unplanned sustained interruptions per year; or (c) \$380, if the customer experiences more than 20 unplanned sustained interruptions per year; and (d) \$40, if the customer experiences more than 24 momentary interruptions per year; or (e) \$50, if the customer experiences more than 36 momentary interruptions per year; not counting an event to which clause 14.5.3, 14.5.4 or 14.6 applies or any period of interruption on a major event day.	Type 2	remains type 2	n/a
Clause 14.6.1	A distributor must make a payment to a customer of \$90 if the customer experiences an unplanned sustained interruption of more than 12 hours on a major event day.	Type 2	remains type 2	n/a
Clause 14.7.1	Where a customer has advanced metering infrastructure or another meter type that is capable of recording that a customer has experienced a sustained interruption or momentary interruption, the distributor must use data from that meter for the purposes of determining the eligibility of a customer for a payment under clauses 14.5 or 14.6.	n/a	proposed type 2	We do not object to this proposed classification
Clause 14.8.1	A distributor must make a payment required to be made by clause 14.3.1 (late for appointment) as soon as practicable and in any event within two retail billing periods of the day on which the event giving rise to the requirement to make the payment occurred.	Type 2	remains type 2	n/a
Clause 14.8.2	A distributor must make a payment required to be made by clause 14.4 (failure to connect new supply) as soon as practicable and in any event within two retail billing periods of the day on which the event giving rise to the requirement to make the payment occurred.	Type 2	remains type 2	n/a
Clause 14.8.3	A distributor must: (a) at the end of each quarter, determine whether it must make a supply restoration payment or low reliability payment to a customer; and (b) make the supply restoration payment or low reliability payment within 60 business days following the completion of the quarter in which the customer became eligible for the supply restoration payment or low reliability payment.	Type 2	remains type 2	n/a
Clause 14.5.5	A distributor who is excused from making a supply restoration payment or a low reliability payment under clause 14.5.4 must, within 30 business days after the end of the quarter in which the event occurred, notify the Commission in writing identifying: (a) the relevant event in clause 14.5.4 that is applicable and a description of the circumstances of that event; (b) the impact of the event on the distributor's reliability performance; and (c) the extent of the exclusion of liability to make supply restoration payments or low reliability payments.	Type 2	remains type 2	n/a
Clause 14.8.4	A distributor must make a major event day payment within 60 business days of the major event day.	Type 2	remains type 2	n/a
Clause 15.2.1	If a distributor breaches this Code of Practice, it must remedy that breach as soon as practicable.	n/a	proposed type 2	We do not object to this proposed classification
Clause 15.3	Notification to customers If a distributor becomes aware of its failure to comply with any obligation under this Code of Practice, which can reasonably be expected to have a material adverse impact on a customer, it must: (a) notify each customer likely to be adversely affected by the non-compliance within 5 business days; (b) undertake an investigation of the non-compliance as soon as practicable but in any event within 20 business days; and (c) advise the customer of the steps it is taking to comply.	n/a	proposed type 2	We do not object to this proposed classification
Clause 15.4.2	If a distributor becomes aware of a breach of this Code of Practice by a customer, which is not of a trivial nature, the distributor must notify the customer, in writing and as far as possible using plain English, of: (a) details of the non-compliance and its implications, including any impact on the distributor and other customers; (b) actions that the customer could take to remedy the non-compliance; (c) a reasonable time period in which compliance must be demonstrated; (d) any consequences of non-compliance; and (e) the distributor's procedure for handling complaints.	n/a	proposed type 2	We do not object to this proposed classification
Clause 16.3.2	Except in the case of an emergency, or where there is a need to reduce the risk of fire or where relevant regulations require otherwise, a distributor must not disconnect a customer's supply address under clause 16.3.1 unless the distributor has: (a) given the customer written notice of the reason; (b) allowed the customer 5 business days from the date of receipt of the notice to eliminate the cause of the potential danger; and (c) after the expiration of those 5 business days, given the customer a disconnection warning notice of its intention to disconnect the customer after a further 5 business days from the date of receipt of the disconnection warning notice, if the customer has not eliminated the cause of the potential danger within that further period.	n/a	proposed type 2	We do not object to this proposed classification

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Clause 16.4.1	If the customer's retailer has requested disconnection: (a) a distributor must not disconnect supply to a customer's supply address if the distributor has reasonable grounds to suspect that the retailer has requested disconnection in circumstances where a retailer is prohibited from arranging disconnection under the Act; Note: See Division 5C of the Act. (b) if subclause (a) does not apply, then a distributor must disconnect supply to a customer's supply address, unless the distributor is otherwise prohibited from doing so under clause 16.7.2.	n/a	proposed type 2	We do not object to this proposed classification
Clause 16.4.2	Upon the receipt of a valid request by the customer's retailer, where the distributor is able to disconnect supply to the customer's supply address by de-energising the customer's supply address remotely and reasonably believes that it can do so safely then, subject to clause 16.7, the distributor must use its best endeavours to disconnect supply to the customer's supply address within two hours.	n/a	proposed type 2	This obligation requires us to use best endeavours which we strive to achieve at all times; it should be reclassified as a material breach
Clause 16.5.1	A distributor must disconnect supply to a customer's supply address if the customer has requested disconnection and must use best endeavours to disconnect supply in accordance with the customer's request.	n/a	proposed type 2	We do not object to this proposed classification
Clause 16.5.2	Upon such a request, where the distributor is able to disconnect supply to the customer's supply address by de-energising the customer's supply address remotely and reasonably believes that it can do so safely, subject to clause 16.7, the distributor must use its best endeavours to disconnect supply to the customer's supply address within two hours of the request being validated by the distributor.	n/a	proposed type 2	This obligation requires us to use best endeavours which we strive to achieve at all times; it should be reclassified as a material breach
Clause 16.7.1	A distributor must not disconnect supply to a customer's supply address except in the case of an emergency, or under clause 16.6, or otherwise as agreed with a customer: (a) before 8am or after 2 pm (for a residential customer) or 3 pm (for a business customer) on a weekday; or (b) on a Friday, a weekend, public holiday or on the day before a public holiday.	n/a	proposed type 2	We do not object to this proposed classification
Clause 16.7.2(a)	Despite any other provision of this Code of Practice, a distributor must not disconnect supply to a customer: (a) if the customer or the customer's supply address is registered in the distributor's register of life support customers and residents, except in the case of an emergency; or	n/a	proposed type 1	We agree it should be type 1 as it relates to life support customers.
Clause 16.7.2(b)	Despite any other provision of this Code of Practice, a distributor must not disconnect supply to a customer: (b) for non-compliance under clause 16.2 if: (i) the customer is a tenant and is unable to remedy the non-compliance because it is not the owner of the supply address, and has met the requirements of clause 15.5; or (ii) there is a dispute between the customer and the distributor which has been notified by the customer under clause 18 and is still being dealt with by the distributor under that clause, or which is the subject of proceedings before the energy ombudsman or other relevant external dispute resolution body; or	n/a	proposed type 2	We do not object to this proposed classification
Clause 17.2.1	If a distributor has disconnected a customer as a result of: (a) non-compliance with this Code of Practice under clause 16.2, and the customer has remedied the non-compliance within 10 business days of disconnection; (b) danger under clause 16.3, and the customer has eliminated the cause of the danger within 10 business days of disconnection; or (c) a request from a retailer, on request by the customer or by a retailer on behalf of the customer, but subject to other applicable laws and codes of practice and the customer paying any reconnection charge (as permitted under the approved pricing proposal), the distributor must reconnect the customer.	n/a	proposed type 2	We do not object to this proposed classification
Clause 17.2.2	Subject to clauses 17.2.4 and 17.2.5, if a customer, or a retailer on behalf of a customer, makes a request for reconnection under clause 17.2.1 to a distributor: (a) before 3 pm on a business day, the distributor must: (i) where the distributor is able to reconnect the customer by re-energising the customer's supply address remotely, use best endeavours to reconnect the customer within two hours of a request being validated by the distributor; and (ii) in any event, reconnect the customer on the day of the request; (b) after 3pm and before 3pm on a business day and if the customer pays any applicable additional after-hours reconnection charge, the distributor must: (i) where the distributor is able to reconnect the customer by re-energising the customer's supply address remotely, use best endeavours to reconnect the customer within two hours of a request being validated by the distributor; and (ii) in any event, reconnect the customer by the next business day; and (c) after 3pm and before 3pm on a business day and if the customer has not paid any applicable additional after-hours reconnection charge, the distributor must reconnect the customer by the next business day. (d) after 3pm on a business day or on a day that is not a business day, the distributor must reconnect the customer by the next business day.	n/a	proposed type 2	We do not object to this proposed classification

OFFICIAL

Clause 19.2.1	<p>A distributor must use best endeavours to:</p> <p>(a) assess and record the nature, location, condition and performance of its distribution system assets;</p> <p>(b) develop and implement plans for the acquisition, creation, maintenance, operation, refurbishment, repair and disposal of its distribution system assets and plans for the establishment and augmentation of transmission connections:</p> <p>(i) to comply with the laws and other performance obligations which apply to the provision of distribution services including those contained in this Code of Practice;</p> <p>(ii) to minimise the risks associated with the failure or reduced performance of assets; and</p> <p>(iii) in a way which minimises costs to customers taking into account distribution losses; and</p> <p>(c) develop, test or simulate and implement contingency plans (including, where relevant, plans to strengthen the security of supply) to deal with events which have a low probability of occurring, but are realistic and would have a substantial impact on customers.</p> <p>Note: Clause 19.2.1 defines elements of good asset management which are designed to encourage innovation in the provision of distribution services and not prescribe distributors' practices in detail. The Commission may, however, undertake detailed examination of a distributor's practices if there is a substantial decline in the quality of supply or reliability of supply, or evidence of a significant risk that such a decline may occur in the future when compared to the licensee's historical performance and its performance targets.</p>	n/a	proposed type 2	This obligation requires us to use best endeavours which we strive to achieve at all times; it should be reclassified as a material breach
Clause 19.3.1	Together with each other distributor, a distributor must submit to the Commission a joint annual report called the 'Transmission Connection Planning Report' detailing how together all distributors plan to meet predicted demand for electricity supplied into their distribution networks from transmission connections over the following ten calendar years.	n/a	proposed type 2	We do not object to this proposed classification
Clause 19.3.3	Each distributor must publish the Transmission Connection Planning Report on its website and, on request by a customer, provide the customer with a copy.	n/a	proposed type 2	We do not object to this proposed classification
Clause 19.4.1	<p>A distributor must submit to the Commission an annual report called the 'Distribution System Planning Report' detailing:</p> <p>(a) how it plans over the following five calendar years to meet predicted demand for electricity supplied through its subtransmission lines, zone substations and high voltage lines;</p> <p>(b) how it plans over the following five calendar years to improve reliability of supply to its customers;</p> <p>(c) in the case of the Melbourne CBD distributor only, how it plans over the following five calendar years to implement any CBD security of supply upgrade plan;</p> <p>(d) how it plans over the following five calendar years to install any plant, equipment or technology that may result in a REFCL condition;</p> <p>(e) its use of advanced metering infrastructure technology.</p>	n/a	proposed type 2	We do not object to this proposed classification
Clause 19.4.7	Each distributor must publish the Distribution System Planning Report on its website and, on request by a customer, provide the customer with a copy.	n/a	proposed type 2	We do not object to this proposed classification
Clause 19.5.5	<p>The Melbourne CBD distributor must:</p> <p>(a) carry out the capital and other works specified in the CBD security of supply upgrade plan in accordance with that plan;</p> <p>(b) ensure that the Melbourne CBD distribution system meets the security of supply objectives specified in the CBD security of supply upgrade plan on and from the dates specified in the CBD security of supply upgrade plan; and</p> <p>(c) otherwise implement the CBD security of supply upgrade plan in accordance with its terms.</p>	n/a	proposed type 2	We do not object to this proposed classification
Clause 20.4.1	Subject to clause 20.4.2, a distributor must maintain a nominal voltage level at one of the following standard nominal voltages measured at the point identified in the second column of Table 1, being either the meter electrically closest to, and applicable to, the point of supply to the customer's electrical installation (Meter) or at the point of supply to the customer's electrical installation (POS).	n/a	proposed type 2	This obligation requires us to maintain voltage levels as per table 1. This obligation is already reported via the quarterly voltage performance indicator reporting and impracticable to report as a type 2 breach.
Clause 20.4.4	A distributor must control overvoltage in accordance with IEC 60364-4-44.	n/a	proposed type 2	We do not object to this proposed classification
Clause 20.4.5	A distributor must use best endeavours to minimise the frequency of voltage variations allowed under clause 20.4.2 for periods of less than 1 minute (other than in respect of AS 61000.3.100, where the time period of less than one minute does not apply).	n/a	proposed type 2	This obligation requires us to use best endeavours which we strive to achieve at all times; it should be reclassified as a material breach
Clause 20.4.7	<p>A distributor must monitor and record:</p> <p>(a) steady state voltages and voltage variations at each zone substation in its distribution system which are outside the limitations specified in Table 2 and Table 3;</p> <p>(b) steady state voltages and voltage variations of a duration of more than one minute which are outside the range of steady state</p> <p>ELECTRICITY DISTRIBUTION CODE OF PRACTICE Essential Services Commission Electricity Distribution Code of Practice 84 voltages specified in Table 2 and Table 3 at the extremity of one feeder supplied from each of those zone substations;</p> <p>(c) the voltage and voltage variations in accordance with AS 61000.3.100 using information generated by advanced metering infrastructure.</p>	n/a	proposed type 2	This obligation requires us to monitor and record voltages and voltage variations. This obligation is already reported via the quarterly voltage performance indicator reporting and impracticable to report as a type 2 breach.
Clause 20.4.8	Without limiting the liability of a distributor under any other provision of this Code of Practice, but subject to clauses 20.2 and 9.2.5, a distributor must compensate any person whose property is damaged due to voltage variations outside the limits prescribed by rows 2 to 6 of Table 2 and Table 3, in accordance with Schedule 4 (Voltage variation compensation). Note: Schedule 3 provides additional information regarding the operation of Table 2 and its interaction with this clause 20.4.8.	n/a	proposed type 2	We do not object to this proposed classification
Clause 20.6.1	A distributor must ensure that the harmonic levels in the voltage at point of common coupling nearest to a customer's point of supply comply with the levels referred to in the system standards set out in clause S5.1a.6 of Schedule 5.1a to the NER.	n/a	proposed type 2	We do not object to this proposed classification
Clause 20.6.2	Subject to clause 20.6.1, a distributor must comply with the system standards set out in clause S5.1a.6 of Schedule 5.1a to the NER, and must establish a 'planning level' in accordance with clause S5.1a.6 of the NER.	n/a	proposed type 2	We do not object to this proposed classification
Clause 20.7.1	A distributor must ensure that inductive interference caused by its distribution system is within the limits specified in AS 2344:2016.	n/a	proposed type 2	We do not object to this proposed classification

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Clause 20.8.1	A distributor must maintain the negative sequence voltage at the point of common coupling to a customer's three phase electrical installation in accordance with the system standard in clause S5.1a.7 of Schedule 5.1a to the NER.	n/a	proposed type 2	We do not object to this proposed classification
Clause 20.10.1	A distributor must maintain voltage fluctuations at each point of common coupling at a level no greater than the levels specified in accordance with the system standards set out in clause S5.1a.5 of Schedule 5.1a to the NER.	n/a	proposed type 2	We do not object to this proposed classification
Clause 20.11	Each distributor must monitor quality of supply in accordance with the principles applicable to good asset management as contemplated by clause 19.2 and clause 20.4.7.	n/a	proposed type 2	We do not object to this proposed classification
Clause 22.2	A distributor must develop and periodically test emergency response plans in co-ordination with relevant organisations.	n/a	proposed type 2	We do not object to this proposed classification
Clause 22.3	A distributor must comply with the protocol published by AEMD titled "Single Industry Spokesperson Protocol for Electricity in Victoria" and must co-operate with AEMD, other distributors and the Government Department administering the Act in ongoing development, amendment and implementation of that protocol.	n/a	proposed type 2	We do not object to this proposed classification
Clause 24.2.2	A distributor must report to the Commission on its performance against applicable standards and procedures, in accordance with any guideline published for this purpose, or otherwise as directed by the Commission.	n/a	proposed type 2	We do not object to this proposed classification
Clause 25.2.1	A distributor must publish the following information on its website: (a) a description of the distributor's connection contracts and how copies of the contracts may be obtained; (b) details of the distributor's guaranteed service levels; Note: A distributor must also publish on its website the targets for reliability of supply under clause 13.2 of this Code of Practice. (c) details of applicable energisation and re-energisation timeframes; (d) notice of a customer's rights in respect of the negotiation of different terms; (e) details of charges for connection services; (f) information relating to new connections or connection alterations; (g) a description of the distributor's and customer's respective rights and obligations concerning the provision of connection services under the electricity law; (h) a summary of the rights, entitlements and obligations of small customers, including: (i) the distributor's standard complaints and dispute resolution procedure; and (ii) the contact details for the energy ombudsman.	n/a	proposed type 2	We do not object to this proposed classification
Clause 25.2.2	If a customer requests information of the kind referred to in clause 25.2.1, the distributor must either: (a) refer the customer to the distributor's website; or (b) provide the information to the customer.	n/a	proposed type 2	We do not object to this proposed classification
Clause 25.2.3	The distributor must provide a copy of any information of the kind referred to in clause 25.2.1 to the customer if the customer requests a copy.	n/a	proposed type 2	We do not object to this proposed classification
Clause 25.2.4	The copy of the information requested under this rule must be provided without charge, but information requested more than once in any 12 month period may be provided subject to a reasonable charge.	n/a	proposed type 2	We do not object to this proposed classification
Clause 25.3.1	On request by a customer, or by a retailer on behalf of a customer, the distributor must provide a customer with information on the quality of supply provided to that customer. That information must be provided free of charge and within 10 business days of the customer's request (unless it is not practical to provide the information within that time, in which case the distributor must inform the customer within 10 business days of the steps it is taking to provide such information).	n/a	proposed type 2	We do not object to this proposed classification
Clause 25.3.3	If the results of the test under clause 25.3.2 show that a distributor is not complying with its obligations under this Code of Practice, it must: (a) take action in accordance with clause 15.3 of this Code of Practice; and (b) refund any fee paid by the customer for the test.	n/a	proposed type 2	We do not object to this proposed classification
Clause 25.4.1	A distributor must publish the following information on its website, in the same location as the information published under clause 25.2.1: (a) information about safety and technical requirements applicable under electricity laws to small embedded generators and small embedded generating units; (b) information about requirements under electricity laws for servicing and inspection of small embedded generating units and the required qualifications for persons undertaking the work and requirements for the provision of information to the distributor about the results of those inspections; (c) information about requirements under electricity laws (if any) relating to the installation of equipment for remote control of small embedded generating units by the distributor or a third party; (d) a description of the circumstances in which remote control equipment may be used by the distributor or a third party and who the customer may contact if it considers settings on the equipment are incorrect or malfunctioning; (e) information about the use of data and information obtained from equipment for remote control of a small embedded generating unit by the distributor or a third party; (f) a description of other rights and obligations concerning the provision of supply services for taking supply from small embedded generating units under the electricity law; (g) reference to the jurisdictional or other legislation and statutory instruments under which the requirements referred to in paragraphs (a) to (f) are imposed; (h) a description of the distributor's arrangements for applying maximum export limits at points of connection for small embedded generating units and the circumstances in which a choice of maximum export limit is available; (i) information about changing the maximum export limit at a point of connection for a small embedded generating unit, where a choice of limit is available; and (j) information about the circumstances in which the distributor has the right to disconnect unsafe small embedded generators.	n/a	proposed type 2	We do not object to this proposed classification
Clause 25.4.3	If requested by a small customer, the distributor must use its best endeavours to provide the information in a language other than English requested by the customer.	n/a	proposed type 2	This obligation requires us to use best endeavours which we strive to achieve at all times; it should be reclassified as a material breach

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Clause 25.5.1	On request by a customer, a distributor must provide the customer with information on the distributor's requirements in relation to any proposed new electrical installation of the customer or changes to the customer's existing electrical installation, including advice about: (a) supply extensions; and (b) if the customer is or is to be connected to part of the distribution system that may experience a REFCL condition, advice on the possible effects of a REFCL condition on the customer's supply and steps the customer may take to eliminate or mitigate such effects.	n/a	proposed type 2	We do not object to this proposed classification
Clause 25.5.2	On request by a customer, a distributor must provide the customer with advice on: (a) facilities required to protect the distributor's equipment; (b) how the customer should use the electricity supplied at the customer's supply address so that it does not interfere with the distributor's distribution system or with supply to any other electrical installation; and (c) where the customer may obtain a copy of the standards which are given force by this Code of Practice.	n/a	proposed type 2	We do not object to this proposed classification
Clause 25.6.1	A distributor must install, maintain and make available to a retailer a system which facilitates the timely electronic transfer of information between the retailer and the distributor in respect of the connection, disconnection or reconnection of supply to a customer's supply address as permitted under this Code of Practice, the Energy Retail Code of Practice or the Act.	n/a	proposed type 2	We do not object to this proposed classification
Clause 25.6.2	When disconnecting the supply address of a customer who is vacating or has vacated the supply address, a distributor must leave at the supply address a document provided by the Commission which sets out: (a) to whom the occupant must address any request to connect the supply address; (b) what the occupant's options are for entering into a contract for the sale of electricity with a retailer; and (c) a list of current retailers.	n/a	proposed type 2	We do not object to this proposed classification
Clause 25.7	On request by a retailer or the Commission, a distributor must disclose to the retailer or the Commission such customer or other information as may be necessary for a retailer to act as the supplier of last resort under the Act.	n/a	proposed type 2	We do not object to this proposed classification
Clause 25.8 Clause 25.9	A distributor must provide access to interpreter services to meet the reasonable needs of its customers. REFCL condition A distributor must provide customers that are or may be connected to parts of the distribution system that may experience a REFCL condition: (a) relevant information such as project planning, commissioning and other such operational information to assist the customer's own plans; (b) advice on the possible effects of a REFCL condition on the customer's supply and steps the customer may take to eliminate or mitigate such effects;	Type 2	remains type 2	n/a
Clause 25.10.2	On request from another distributor, a distributor must provide such information concerning a point of common coupling as the other distributor may reasonably require for the purpose of the integrated planning of the interconnected national electricity system.	n/a	proposed type 2	We do not object to this proposed classification
Sections 23A(2) and 23A(3) EIA	(1) A licence to sell electricity is taken to include a condition requiring the licensee to comply with this section. (2) The licensee must give to the Commission, for the purpose of enabling the Commission to perform its functions under Subdivision 3 of Division 2 of Part 7 of the Essential Services Commission Act 2001, the information specified by the Commission in the guidelines issued under subsection (4). (3) The licensee must give to the Commission the information referred to in subsection (2) in the manner and form (including by the date or dates) specified in the guidelines issued under subsection (4). (4) The Commission must prepare and issue guidelines for the purposes of this section.	Type 2	remains type 2	n/a
Section 116AA(1) EIA	(1) A licensee must not give the Commission information that the licensee is required to give to the Commission under or for the purposes of this Act that the licensee knows— (a) to be false or misleading in any material particular; or (b) omits any matter or thing without which the information is misleading.	Type 2	remains type 2	n/a
Section 116AA(2) EIA	(2) A licensee must not produce a document to the Commission that the licensee is required to produce to the Commission under or for the purposes of this Act if— (a) the licensee knows that the document is false or misleading in a material particular; and (b) the licensee does not indicate the respect in which the document is false or misleading.	Type 2	remains type 2	n/a
Material adverse breach	Material adverse breach	Material adverse breach	Material adverse breach	n/a