**Consent for trading data to be shared**

Part 13 of the Code sets out requirements on industry participants trading electricity contracts on the ASX, or any other exchange, to give permission for their de-anonymised trading data to be shared by the exchange with the Electricity Authority.

If you trade electricity contracts on the ASX, or another exchange:

* put the following information on company letterhead
* get consent for your data to be shared and get the letter signed by a duly authorised signatory
* email a scanned copy of the letter to marketoperations@ea.govt.nz and cc in commodities@asx.com.au
* ensure your organisation has appropriate arrangements in place with your broker and other market intermediaries, and provide your account identifier to the ASX.

[*Participant’s letterhead*]

**Consent** **to [*Exchange*] providing [*participant*]’s data to New Zealand Electricity Authority (the Authority)**

The purpose of this consent is to meet [*participant*]’s obligations under clause 13.236AA of the Electricity Industry Participation Code 2010 (**Code**).

In particular, clause 13.236AA(1) of the Code sets out that:

*“Each* ***participant*** *must ensure that, before placing any bid or offer for, or entering into, an exchange-traded* ***risk management contract****,**it has provided the consent described in clause 13.236AA(2) to the exchange through which the bid or offer will be placed or contract entered into, which consent must continue to be in effect at the time any such bid or offer is placed or contract is entered into.”*

Clause 13.236AA(2) provides that the consent required under subclause (1) must be in the Prescribed Form. Under the Code, this means a form prescribed from time to time by the Authority.

This consent is in the Prescribed Form participants must use under clauses 13.236AA(1) and 13.236AA(2) of the Code.

**Consent**

In accordance with clause 13.236AA(1), [*participant*] consents to [*Exchange*] providing the following de-anonymised information (including historical information) to the Authority at such frequency as may be required by the Authority from time to time:

1. any information, documents or data in relation to bids or offers placed for Risk Management Contracts, or in relation to such contracts entered into, by, or on behalf of, [*participant*] (including in relation to buy and sell prices, trading periods, volumes and quantities):
2. any information, documents or data in relation to the number of outstanding Risk Management Contracts held by, or on behalf of, [*participant*] at the end of each Trading Day:
3. where [*participant*] has an agreement with [*Exchange*] that imposes requirements on [*participant*]in relation to [*Exchange*]’s market-making scheme for Risk Management Contracts, any other information, documents or data that the Authority may require in relation to [*participant*]’s performance of its obligations under that agreement.

**Declarations**

[*Participant*] declares that at all times it will ensure that all necessary arrangements are in place with any agent, associate, contractor, service provider, or other person acting on behalf of, or on the instructions of, [*participant*], to permit and facilitate the provision of information by [*Exchange*] to the Authority in accordance with this consent.

[*Participant*]:

1. acknowledges that the information will be provided to the Authority by [*Exchange*] in reliance on this consent, which acknowledgement will be repeated on each day during the operation of this consent; and
2. will immediately advise [*Exchange*] in writing if a representation given in this letter ceases to be accurate.

If [*Exchange*] is unable to obtain relevant information from any agent, associate, contractor, service provider, or any other person acting on behalf of, or on the instructions of, [*participant*], the [*participant*] will do what is required to facilitate the provision of such information by [*Exchange*] to the Authority in accordance with this consent.

Capitalised terms used in this letter have the meaning given to those terms in clause 1.1 of the Code.

Yours faithfully,

**SIGNED on behalf of [*participant*]** **by its duly authorised signatory:**

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
| **Signature** |  |  | **Date** |
| **Name** |  |  | **Title** |

[*participant*] contact details:

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
| **Name** |  |  | **Email** |
| **Address** |  |  | **Phone number** |