Changes to Part 1

1.1 Interpretation

(1) In this Code, unless the context otherwise requires,—

retailer means as follows:

(a) except as provided in paragraphs (b) and (c), a **participant** who supplies **electricity** to another person for any purpose other than for resupply by the other person:

(b) in Parts 1 (except for the definition of specified participant), 8, ~~and~~ 10, and 12 to 15, a **participant** who supplies **electricity** to a **consumer** or to another **retailer**:

(c) in subpart 4 of Part 9, the **retailer** defined in paragraph (a) who is recorded by the **registry manager** as being responsible for the **ICP** described in clause 9.21(1)(b)

Changes to Part 11

11.1 Contents of this Part

This Part—

(a) provides for the management of information held by the **registry**; and

(b) prescribes a process for switching **customers** and **embedded generators** between **traders**; and

(c) prescribes a process for a **distributor** to change the record in the **registry** of an **ICP** so that the **ICP** is recorded as being usually connected to an **NSP** in the **distributor's network**; and

(d) prescribes a process for switching responsibility for **metering installations** for **ICPs** between **metering equipment providers**; and

(e) prescribes a process for dealing with **trader** ~~retailer~~ **events of default**.

…

11.15B Trader ~~Retailer~~ **contracts with customers to permit assignment by Authority**

(1) Each **trader** ~~retailer~~ must at all times ensure that the terms of each contract under which a **customer** of the **trader** ~~retailer~~ purchases **electricity** from the **trader** ~~retailer~~ permit—

(a) the **Authority** to assign the rights and obligations of the **trader** ~~retailer~~ under the contract to another **trader** ~~retailer~~ if the **trader** ~~retailer~~ commits an **event of default** under paragraph (a) or (b) or (f) or (h) of clause 14.55; and

(b) the terms of the assigned contract to be amended on such an assignment to—

    (i) the standard terms that the recipient **trader** ~~retailer~~ would normally have offered to the **customer** immediately before the **event of default** occurred; or

    (ii) such other terms that are more advantageous to the **customer** than the standard terms, as the recipient **trader** ~~retailer~~ and the **Authority** agree; and

(c)   the terms of the assigned contract to be amended on such an assignment to include a minimum term in respect of which the **customer** must pay an amount for cancelling the contract before the expiry of the minimum term; and

(d)   the **trader retailer** to provide information about the **customer** to the **Authority** and for the **Authority** to provide the information to another **trader retailer** if required under Schedule 11.5; and

(e)   the **trader retailer** to assign the rights and obligations of the **trader retailer** to another **trader retailer**.

(2)   The terms specified in subclause (1) must—

(a)   be expressed to be for the benefit of the **Authority** for the purposes of the Contracts (Privity) Act 1982; and

(b)   not be able to be amended without the consent of the **Authority**.

~~(3)   This clause applies~~

~~(a)   from 16 January 2014 to every **customer** contract entered into by a **retailer** after this clause comes into force; and~~

~~(b)   from 16 June 2014 to every **customer** contract entered into by a **retailer** before this clause comes into force.~~

11.15C Process for trader retailer events of default

(1)   This clause applies if the **Authority** is satisfied that a **trader retailer** has committed an **event of default** under paragraph (a) or (b) or (f) or (h) of clause 14.55.

(2)   The **Authority** and each **participant** must comply with Schedule 11.5.

11.15D Trader to provide information about NSPs and ICPs at which it cannot trade

(1)   Each **trader** must provide information to the **registry manager** that describes—

(a)   the **NSPs** at which the **trader** cannot trade because it does not have an arrangement with the relevant **distributor** on whose network the **NSPs** are located to trade at the **NSP**; and

(b)   the **ICPs** at which the **trader** cannot trade for any of the following reasons:

(i)   the type of each **meter** at the **ICPs** (for example, **half hour**, non **half hour**, or prepay):

(ii)   the **price category code** assigned to the **ICPs**:

(iii)   the **metering installation** category of the **metering installation** at the **ICPs**:

(vi)   the **installation type** code assigned to the **ICPs**; and

(c)   the reasons for the **trader** being unable to trade at the **NSPs** or **ICPs**.

(2)   If a **participant** is a **trader** on [*insert the date from which this clause applies*], the **trader** must provide the information specified in subclause (1) no later than 20 **business days** after that date.

(3)   If the **participant** becomes a **trader** after [*insert the date from which this clause applies*], the **trader** must provide the information specified in subclause (1) no later than 20 **business days** after the date on which it became a **trader**.

(4)   If the **Authority** gives a notice to a **trader** under clause 4 of Schedule 11.5, the **Authority** must notify each **trader** that it must update the information provided under subclause (1) no later than 1600 on the **business day** following the day on which the notification was given.

(5)   A **trader** must comply with a notice given to it under subclause (4).

|
…

Schedule 11.1 (Creation and management of ICPs, ICP identifiers and NSPs)

…

9   Traders to provide ICP information to registry

(1)   Each **trader** must provide the following information to the **registry** for each **ICP** for which it is recorded in the **registry** as having responsibility:

  (a)   the **participant identifier** of the **trader**:

  (b)   the **profile** code of each **profile** at that **ICP** approved by the **market administrator** in accordance with clause 13 of Schedule 15.5:

  (c)   the **participant identifier** of the **metering equipment provider** for each **category 1 metering installation**, or higher category **metering installation**, for the **ICP**:

  (d)   *[Revoked]*

  (e)   *[Revoked]*

  (ea)   the type of **submission information** that the **trader** will provide to the **reconciliation manager** for the **ICP**:

  (f)   if the settlement type UNM is assigned to the **ICP**—

    (i)   if the load is profiled through an engineering **profile** in accordance with **profile class** 2.1, the code ENG; or

    (ii)   in all other cases, the daily average **unmetered load** in kWh at the **ICP**:

  (g)   the type and capacity of the **unmetered load** at the **ICP** (if any):

  (h)   *[Revoked]*

  (i)   *[Revoked]*

  (j)   the status of the **ICP** determined in accordance with clauses 12 to 20:

  (ja)   the **participant identifier** of the **retailer** that has the contract to supply **electricity** to the **customer** at the **ICP**:

  (jb)   each of the following details of the **customer** at the **ICP** that are known to the **trader**:

    (A)   the name of the **customer**:

    (B)   the postal address of the **customer**:

    (C)   the email address of the **customer**:

    (D)   the phone number of the **customer**:

  (k)   except as provided in subclause (1A), the relevant business classification code applicable to the **customer** at the **ICP**, in accordance with business classification codes **publicised** by the **Authority**.

(1A) A **trader** must not provide the information specified in subclause (1)(k) if—

  (a)   the **ICP** exists for the purpose of reconciling **embedded network** residual load; or

  (b)   the **ICP** has "Distributor" status as specified in clause 16.

(2)   The **trader** must provide the information specified in subclause (1)(a) to subclause (1)(j)to the **registry** no later than 5 **business days** after the **trader** commences trading at the **ICP** to which the information relates.

(2A)   The **trader** must provide the information specified in subclause (1)(ja) and (jb) to the **registry** as follows:

   (a)   for each **ICP** for which the **trader** is recorded in the **registry** as having responsibility on [*insert the date from which this clause applies*], the **trader** must provide the information no later than 20 **business days** after that date:

   (b)   for each **ICP** for which the **trader** becomes responsible after [*insert the date from which this clause applies*], the **trader** must provide the information no later than 20 **business days** after the date on which the **trader** commences trading at the **ICP**.

(3)   The **trader** must provide the information specified in subclause (1)(k) to the **registry** no later than 20 **business days** after the **trader** commences trading at the **ICP** to which the information relates.

10   Traders to change ICP information provided to registry

(1)   If information about an **ICP** provided to the **registry** in accordance with clause 9 changes, the **trader** who trades at the **ICP** must notify the **registry** of the change.

(2)   The **trader** must give the notification as follows:

   (a)   for each changes to information provided to the **registry** in accordance with clauses 9(1)(a) to (j) and 9(1)(k), the notification must be given no later than 5 **business days** after the change:

   (b)   for each changes to information provided to the **registry** in accordance with clauses 9(1)(ja) and (jb), the notification must be given no later than 20 **business days** after the change.

(3)   ~~Despite subclause (2), if the **trader** is not able to give the notification within the timeframe specified in subclause (2) because of the implementation of the Electricity Industry Participation (Metering Arrangements) Code Amendment 2011, the **trader** may give the notification up to 20 **business days** after the change.~~

(4)   ~~Subclause (3) and this subclause expire 20 **business days** after the date on which the Electricity Industry Participation (Metering Arrangements) Code Amendment 2011 comes into force.~~

Schedule 11.5 (Process for trader ~~retailer~~ event of default)

1   Purpose
The purpose of this Schedule is to set out the process that the **Authority** and each **participant** must comply with when a **trader** ~~retailer~~ commits an **event of default** under paragraph (a) or (b) or (f) or (h) of clause 14.55.

2   Notice to trader ~~retailer~~ that has committed event of default

(1)   If a **trader** ~~retailer~~ ("defaulting **trader** ~~retailer~~") commits an **event of default** under paragraph (a) or (b) or (f) or (h) of clause 14.55 the **Authority** must give notice to the defaulting **trader** ~~retailer~~ that—

   (a)   the defaulting **trader** ~~retailer~~ must—

      (i)   remedy the **event of default**; or

      (ii)   assign its rights and obligations under every contract under which a **customer** of the defaulting **trader** ~~**retailer**~~ purchases **electricity** from the defaulting **trader** ~~**retailer**~~ to another **trader** ~~**retailer**~~, and assign to another **trader** ~~**retailer**~~ all **ICPs** for which the defaulting **trader** ~~**retailer**~~ is recorded in the **registry** as being responsible; and

(b)   if the defaulting **trader** ~~**retailer**~~ does not comply with the requirements set out in paragraph (a) within 7 days of the notice, clause 4 will apply.

(2)   The **Authority** may require the defaulting **trader** ~~**retailer**~~ to provide to the **Authority**, within a time specified by the **Authority**, information about the defaulting **trader's** ~~**retailer 's**~~ **customers**.

(3)   The defaulting **trader** ~~**retailer**~~ must provide the information requested by the **Authority** under subclause (2) within the time specified by the **Authority**.

3   **Authority may require distributor and registry to provide information**

(1)   The **Authority** may, by notice in writing to a **distributor** on whose **network** a defaulting **trader** ~~**retailer**~~ trades **electricity**, require the **distributor** to provide to the **Authority** the information about the defaulting **trader's** ~~**retailer's**~~ **customers** specified in the notice (if the **distributor** holds the information), within the period specified in the notice.

(2)   If the **distributor** holds the information, the **distributor** must provide the information requested by the **Authority** under subclause (1) within the time specified by the **Authority**.

(3)   The **Authority** may, by notice in writing to the **registry**, require the **registry** to provide to the **Authority** information about **ICPs** for which the defaulting **trader** ~~**retailer**~~ is recorded in the **registry** as being responsible, within the period specified in the notice.

(4)   The **registry** must provide the information requested by the **Authority** under subclause (3) within the time specified by the **Authority**.

4   **Failure <u>by defaulting trader</u> to remedy event of default**

(1)   This clause applies if—

(a)   7 days have elapsed since the defaulting **trader** ~~**retailer**~~ was given notice under clause 2(1); and

(b)   the **Authority** considers that—

      (i)   the defaulting **trader** ~~**retailer**~~ has not remedied the **event of default** or, in the case of an **event of default** under clause 14.55(b) in respect of which there is an unresolved invoice dispute under clause 14.64, has not reached an agreement with the **Authority** to resolve the **event of default**; and

      (ii)   the defaulting **trader** ~~**retailer**~~ still has 1 or more contracts under which a **customer** of the defaulting **trader** ~~**retailer**~~ purchases **electricity** from the defaulting **trader** ~~**retailer**~~ or is still recorded in the **registry** as being responsible for 1 or more **ICPs**.

(2)   <u>If the defaulting **trader** has the contract to supply **electricity** to a **customer** at an **ICP** for which the defaulting **trader** is recorded in the **registry** as being responsible</u>, the **Authority** must—

(a)   give notice to the defaulting **trader** ~~retailer~~ that the **Authority** considers that this clause applies; and

(b)   attempt to advise **customers** of the defaulting **trader** ~~retailer~~ that—

    (i)   the defaulting **trader** ~~retailer~~ has committed an **event of default**; and

    (ii)   the **customer** should enter into a contract for the purchase of **electricity** with another **trader** ~~retailer~~ within the time specified in subclause (2)(b)(iii)~~7 days~~; and

    (iii)   if the **customer** fails to enter into a contract with another **trader** within 14 days after the notice under clause 2(1) is given ~~retailer~~, the **Authority** may assign the defaulting **trader** ~~retailer's~~ rights and obligations under the **customer's** contract with the defaulting **trader** ~~retailer~~ to another **trader** ~~retailer~~ under clause 5.

(3)   If the defaulting **trader** does not have a contract to supply **electricity** to a **customer** at an **ICP** for which the defaulting **trader** is recorded in the **registry** as being responsible, the Authority must attempt to advise the **retailer** that has the contract to supply **electricity** to the **customer** at the **ICP** that—

(a)   the defaulting **trader** has committed an **event of default**; and

(b)   the **retailer** should enter into a contract for the purchase of **electricity** with another **trader**, or become a **trader** within the time specified in subclause (3)(c); and

(c)   if the **retailer** fails to enter into a contract with another **trader** or become a **trader** within 14 days after the notice under clause 2(1) is given, the **Authority** may assign the **ICPs** for which the defaulting **trader** is recorded in the **registry** to a **trader** under clause 5.

4B   Authority may direct registry to take certain actions

(1)   If clause 4 applies, ~~T~~the **Authority** may, by notice to the **registry**, direct the **registry** not to—

(a)   complete the switch of any **ICP** to the defaulting **trader** ~~retailer~~; or

(b)   accept a request from the defaulting **trader** ~~retailer~~ to withdraw a switch under clauses 17 and 18 of Schedule 11.3.

(4~~2~~)   If the **Authority** gives notice under subclause (~~3~~1), the **registry** must not—

(a)   complete the switch of any **ICP** to the defaulting **trader**; or

(b)   accept a request from the defaulting **trader** ~~retailer~~ to withdraw a switch under clauses 17 and 18 of Schedule 11.3.

5   Authority may assign contracts and ICPs

(1)   This clause applies if, by the end of the 17th day after the defaulting **trader** was given notice under clause 2(1),—

(a)   the defaulting **trader** ~~retailer~~ has not remedied the **event of default** or, in the case of an **event of default** under clause 14.55(b) in respect of which there is an unresolved invoice dispute under clause 14.64, has not reached an agreement with the **Authority** to resolve the **event of default**; and

(b) the defaulting **trader** ~~retailer~~ continues to have 1 or more contracts under which a **customer** of the defaulting **trader** ~~retailer~~ purchases **electricity** from the defaulting **trader,** ~~retailer~~ or the defaulting **trader** is still recorded in the **registry** as being responsible for 1 or more **ICPs**.

(2) The **Authority** may—

    (a) exercise its right under a contract under which a **customer** purchases **electricity** from the defaulting **trader** ~~retailer~~ to assign the rights and obligations of the defaulting **trader** ~~retailer~~ under the contract to a recipient **trader** ~~retailer~~ in accordance with the contract; and

    (b) assign an **ICP** to a recipient **trader** ~~retailer~~ and direct the **registry** to amend the record in the **registry** so that the recipient **trader** ~~retailer~~ is recorded as being responsible for the **ICP**; and

    (c) specify the recipient **trader** ~~retailer~~ to whom the rights and obligations under the contract or the **ICP** will be assigned.

(3) The **Authority** must, by notice in writing to each recipient **trader** ~~retailer~~, direct the recipient **trader** ~~retailer~~ to accept an assignment under subclause (2).

(4) Before the **Authority** gives notice to a recipient **trader** ~~retailer~~ under subclause (3), the **Authority** may decide not to assign rights and obligations of the defaulting **trader** ~~retailer~~ under a contract or an **ICP** to a recipient **trader** ~~retailer~~ if the recipient **trader** ~~retailer~~ satisfies the **Authority** that the assignment would pose a serious threat to the financial viability of the recipient **trader** ~~retailer~~.

(5) A recipient **trader** ~~retailer~~ must comply with a direction given to it under subclause (3).

(6) The **registry** must comply with a direction given to it under subclause (2).

(7) Before the **Authority** exercises its right to assign rights and obligations or an **ICP** under subclause (2), the **Authority** must, if the **Authority** considers it is practicable, consult with the defaulting **trader** ~~retailer~~ as to the need for the notice.

(8) Nothing in this clause prevents the **Authority** from deciding to give a notice under subclause (3) to 1 or more recipient **trader** ~~retailer~~ by undertaking a tender or other competitive process.

5A   Effect of assignment

If the **Authority** assigns an **ICP** to a recipient **trader** under clause 5, and at the time of the assignment the recipient **trader** does not comply with one or more of the following clauses in relation to the **ICP**, the recipient **trader** is excused from complying with that clause or those clauses for the first 20 **business days** after the assignment:

    (a) clause 10.24(a):

    (b) clause 11.16.

6   Authority must provide information to recipient **trader** ~~retailer~~

If the **Authority** exercises its right to assign rights and obligations or an **ICP** under clause 5(2), the **Authority** must provide the following information to each recipient **trader** ~~retailer~~:

(a) the number of **customer** contracts (to the extent that the **Authority** has the information) and **ICPs** assigned to the **trader** ~~retailer~~; and

(b) any information that the **Authority** holds about the **customers** and **ICPs** assigned to the **trader** ~~retailer~~.

7   Registry may complete switch without required information

If the **Authority** gives notice under clause 2 or clause 2A, the **registry** may complete the switch of any **ICP** for which the defaulting **trader** ~~retailer~~ is recorded in the **registry** as being responsible even if the defaulting **trader** ~~retailer~~ has not complied with its obligations under Schedule 11.3.

8   Terms of assigned contract

(1) If the **Authority** exercises its right to assign rights and obligations under clause 5(2), the **Authority** must attempt to advise the **customer** that the terms of the contract may be amended on assignment.

(2) The recipient **trader** ~~retailer~~ must use reasonable endeavours to advise the **customer** of those terms.

Changes to Part 14

14.55 Definition of an event of default

Each of the following events constitutes an **event of default**:

(a)   the failure of a **payer** to comply with clauses 14.2 to 14.17 or to satisfy a **call** in accordance with clause 14.18(4):

(b)   the failure of a **payer** to pay the full amount invoiced to it in accordance with clauses 14.36 to 14.54:

(c)   any action taken for, or with a view to, the declaration of a **payer** as a corporation at risk under the Corporations (Investigation and Management) Act 1989:

(d)   a statutory manager being appointed under the Corporations (Investigation and Management) Act 1989 (or a recommendation or submission is made by a person to the Securities Commission supporting such an appointment):

(e)   a person being appointed under section 19 of the Corporations (Investigation and Management) Act 1989 to investigate the affairs or run the business of the **payer**:

(f)   if a **payer** is (or admits that it is or is deemed under any applicable law to be) unable to pay its debts as they fall due or is otherwise insolvent, or stops or suspends, or threatens to stop or suspend, or a moratorium is declared on, payment of its indebtedness, or makes or commences negotiations or takes any other steps with a view to making any assignment or composition with, or for the benefit of, its creditors, or any other arrangement for the rescheduling of its indebtedness or otherwise with a view to avoiding, or in expectation of its inability to pay, its debts:

(g)   a holder of a security interest or other encumbrancer takes possession of, or a receiver, manager, receiver and manager, liquidator, provisional liquidator, trustee, statutory or official manager or inspector, administrator or similar officer is appointed in respect of the whole or any part of the assets of the **payer** or if the **payer** requests that such an appointment be made:

(h)   termination of a **trader's** ~~retailer's~~ **use-of-system agreement** with a **distributor** because of a **serious financial breach** if—

(i)   the **trader** ~~retailer~~ continues to have a **customer** or **customers** on the **distributor's local network**; and

(ii)   there are no unresolved disputes between the **trader** ~~retailer~~ and the **distributor** in relation to the termination; and

(iii)   the **distributor** has not been able to remedy the situation in a reasonable time; and

(iv)   the **distributor** gives notice to the **Authority** that this clause applies.

Changes to Part 15

15.39 Participants must use participant identifiers

(1)   Each **participant** must use its **participant identifier**, when required <u>by the Code</u>, to correctly identify that **participant's** information.

(2)   A **participant** must apply to the **Authority** in the prescribed form for a **participant identifier** at least 5 business days before the **participant identifier** is required.

(2A)   <u>If clause 9(1)(ja) of Schedule 11.1 requires a</u> **trader** <u>to provide a</u> **retailer's participant identifier** <u>to the</u> **registry**<u>, and the</u> **retailer** <u>does not have a</u> **participant identifier**<u>, the</u> **trader** <u>must apply to the</u> **Authority** <u>under subclause (2) for a</u> **participant identifier** <u>for the</u> **retailer**<u>.</u>

(2B)   <u>If the</u> **Authority** <u>assigns a</u> **participant identifier** <u>to a</u> **retailer** <u>in response to an application under subclause (2A), the</u> **trader** <u>must notify the</u> **retailer** <u>of its</u> **participant identifier**<u>.</u>

(3)   The **Authority** may, from time to time and at any time, by **notice** ~~notification~~ to a~~ny~~ **participant**, change the **participant identifier** <u>of the</u> ~~for that~~ **participant**.

(4)   ~~If the Authority does this, the~~ <u>A</u> **participant's** new **participant identifier** ~~for that participant~~ will <u>take</u> ~~become~~ effect~~ive from~~ <u>on</u> the date specified in the <u>notice</u> ~~relevant notification~~.

Changes to Part 11 –
How customer contact details could be provided and stored
(Option 2 in paragraph 2.2.41)

…
Schedule 11.1 (Creation and management of ICPs, ICP identifiers and NSPs)

…

9   Traders to provide ICP information to registry

(1)   Each **trader** must provide the following information to the **registry** for each **ICP** for which it is recorded in the **registry** as having responsibility:

(a)   the **participant identifier** of the **trader**:

(b)   the **profile** code of each **profile** at that **ICP** approved by the **market administrator** in accordance with clause 13 of Schedule 15.5:

(c)   the **participant identifier** of the **metering equipment provider** for each **category 1 metering installation**, or higher category **metering installation**, for the **ICP**:

(d)   *[Revoked]*

(e)   *[Revoked]*

(ea)   the type of **submission information** that the **trader** will provide to the **reconciliation manager** for the **ICP**:

(f)   if the settlement type UNM is assigned to the **ICP**—

    (i)   if the load is profiled through an engineering **profile** in accordance with **profile class** 2.1, the code ENG; or

    (ii)   in all other cases, the daily average **unmetered load** in kWh at the **ICP**:

(g)   the type and capacity of the **unmetered load** at the **ICP** (if any):

(h)   *[Revoked]*

(i)   *[Revoked]*

(j)   the status of the **ICP** determined in accordance with clauses 12 to 20:

(ja)   the **participant identifier** of the **retailer** that has the contract to supply **electricity** to the **customer** at the **ICP**:

(jb)   each of the following details of the **customer** at the **ICP** that are known to the **trader**:

    (A)   the name of the **customer**:

    (B)   the postal address of the **customer**:

    (C)   the email address of the **customer**:

    (D)   the phone number of the **customer**:

(k)   except as provided in subclause (1A), the relevant business classification code applicable to the **customer** at the **ICP**, in accordance with business classification codes **publicised** by the **Authority**.

(1A) A **trader** must not provide the information specified in subclause (1)(k) if—

(a)   the **ICP** exists for the purpose of reconciling **embedded network** residual load; or

(b)   the **ICP** has "Distributor" status as specified in clause 16.

(2) The **trader** must provide the information specified in subclause (1)(a) to subclause (1)(j)to the **registry** no later than 5 **business days** after the **trader** commences trading at the **ICP** to which the information relates.

(2A) The **trader** must provide the information specified in subclause (1)(ja) to the **registry** as follows:
  (a) for each **ICP** for which the **trader** is recorded in the **registry** as having responsibility on [*insert the date from which this clause applies*], the **trader** must provide the information no later than 20 **business days** after that date:
  (b) for each **ICP** for which the **trader** becomes responsible after [*insert the date from which this clause applies*], the **trader** must provide the information no later than 20 **business days** after the date on which the **trader** commences trading at the **ICP**.

(2B) The **trader** must provide the information specified in subclause (1)(jb) to the **registry** on the first **business day** of each month that the **trader** is recorded in the **registry** as having responsibility for the **ICP** on that day.

(3) The **trader** must provide the information specified in subclause (1)(k) to the **registry** no later than 20 **business days** after the **trader** commences trading at the **ICP** to which the information relates.

10 Traders to change ICP information provided to registry

(1) If information about an **ICP** provided to the **registry** in accordance with clauses 9(1)(a) to (ja) and (k) changes, the **trader** who trades at the **ICP** must notify the **registry** of the change.

(2) The **trader** must give the notification as follows:
  (a) for each changes to information provided to the **registry** in accordance with clauses 9(1)(a) to (j) and 9(1)(k), the notification must be given no later than 5 **business days** after the change:
  (b) for each changes to information provided to the **registry** in accordance with clause 9(1)(ja), the notification must be given no later than 20 **business days** after the change.

(3) Despite subclause (2), if the **trader** is not able to give the notification within the timeframe specified in subclause (2) because of the implementation of the Electricity Industry Participation (Metering Arrangements) Code Amendment 2011, the **trader** may give the notification up to 20 **business days** after the change.

(4) Subclause (3) and this subclause expire 20 **business days** after the date on which the Electricity Industry Participation (Metering Arrangements) Code Amendment 2011 comes into force.