

Electricity Industry Participation Code 2010

Part 12A

Distribution agreements and arrangements

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Schedule 12A.1

Default distributor agreement template

12A.1 Contents of this Part

This Part—

- (a) requires each specified **distributor** to have a **default distributor agreement** based on the **default distributor agreement template** in Schedule 12A.1; and
- (b) specifies requirements with which each **distributor** and **trader** must comply when entering into a **distribution agreement**; and
- (c) specifies requirements that apply in respect of each specified **embedded network distributor**; and
- (d) specifies requirements relating to the exchange and provision of information, including requirements relating to **EIEPs**.

Subpart 1

Distribution agreements in respect of local networks

Default distributor agreement template and default distributor agreements

12A.2 Application of this subpart

This subpart applies to—

- (a) each **distributor** that—
 - (i) conveys **electricity** to 1 or more **consumers** on the **distributor's local network**; and
 - (ii) does not have a contract in respect of the conveyance of **electricity** with 1 or more of those **consumers**; and
- (b) each **trader** that—
 - (i) is a **retailer**; and
 - (ii) wishes to trade or is trading at an **ICP** on the **network** of a **distributor** described in paragraph (a).

12A.3 Principles for operational terms in default distributor agreements

- (1) This clause sets out principles that must be applied by—
 - (a) each **distributor** when it sets **operational terms** in its **default distributor agreement**; and
 - (b) the **Rulings Panel** when it reviews 1 or more **operational terms** under clause 12A.5(3).
- (2) The principles are that a **distributor's operational terms** must—
 - (a) be consistent with the **Authority's** objective set out in section 15 of the **Act**; and
 - (b) reflect a fair and reasonable balance between the legitimate interests of the **distributor** and the requirements of **traders** trading on the **distributor's network**; and
 - (c) reflect the interests of **consumers** on the **distributor's network**; and
 - (d) reflect the reasonable requirements of **traders** trading on the **distributor's network** and the ability of the **distributor** to meet those requirements.

12A.4 Default distributor agreements

- (1) Each **distributor** must have a **default distributor agreement** that—
 - (a) includes—
 - (i) each **default core term** set out in the **default distributor agreement template**; and
 - (ii) **operational terms** that meet each of the requirements set out in the **default distributor agreement template** for **operational terms** that are italicised and in text boxes in the **default distributor agreement template**; and
 - (b) does not include any other terms.
- (2) A **distributor** must not include an **operational term** in its **default distributor agreement** that is inconsistent with, or modifies the effect of, any **default core term**.
- (3) In setting the **operational terms** in its **default distributor agreement**, a **distributor** must apply the principles set out in clause 12A.3(2).
- (4) A **distributor** must make its **default distributor agreement** available prominently on its website from the following date:
 - (a) for Orion New Zealand Limited, Powerco Limited, Unison Networks Limited, and Vector Limited, 60 **business days** after the date on which this clause comes into force;
 - (b) for each **distributor** that is a **distributor** on the date on which this clause comes into force and is not named in paragraph (a), 120 **business days** after the date on which this clause comes into force;
 - (c) for each other **distributor**, from the later of the following:
 - (i) 120 **business days** after the date on which this clause comes into force;
 - (ii) 30 **business days** before the date on which the **distributor** commences engaging in the business of **distribution** on the basis described in clause 12A.2(a).
- (5) A **distributor** must—
 - (a) before making its **default distributor agreement** available on its website, consult each **trader** trading on the **distributor's network**, and each **participant** that the **distributor** considers is likely to be affected by the **default distributor agreement**, on the **operational terms** that the **distributor** proposes to include in its **default distributor agreement**; and
 - (b) no later than 2 **business days after** making the agreement available, advise each such **trader** and **participant** that the **default distributor agreement** is available on the **distributor's** website.

12A.5 Appeal against operational terms in default distributor agreements

- (1) No later than 10 **business days** after a **distributor** makes its **default distributor agreement** available on its website under clause 12A.4(4), a **participant** that participated in the consultation under clause 12A.4(5) may appeal to the **Rulings Panel** against the inclusion of 1 or more **operational terms** in the **default distributor agreement** by giving notice to the **Rulings Panel** and the **distributor**.
- (2) If the **Rulings Panel** receives a notice from a **participant** by the day specified in subclause (1), the **Rulings Panel** must, no later than 10 **business days** after receiving the notice, advise the **participant** that the **Rulings Panel** will—
 - (a) review 1 or more of the **operational terms** to which the notice relates; or

- (b) decline to review 1 or more of any such terms, giving reasons.
- (3) In reviewing an **operational term** in a **default distributor agreement**, the **Rulings Panel** must apply the principles set out in clause 12A.3(2).
- (4) If the **Rulings Panel** reviews an **operational term**, the **Rulings Panel** must, no later than 20 **business days** after advising the **participant** under subclause (2),—
 - (a) confirm the **operational term**; or
 - (b) amend the **operational term**, in which case clause 12A.6 applies; or
 - (c) direct the **distributor** to reconsider, either generally or in respect of any specified matter, the **operational term**, within such time as the **Rulings Panel** must specify, and give the **distributor** any such directions as the **Rulings Panel** thinks fit concerning the reconsideration of the **operational term**, in which case clause 12A.7 applies.

12A.6 Amendment to operational term by Rulings Panel following appeal

- (1) This clause applies if the **Rulings Panel** amends 1 or more **operational terms** of a **default distributor agreement** under clause 12A.5(4)(b).
- (2) Each such **operational term** in the **default distributor agreement** is deemed to be amended accordingly.
- (3) The **distributor** must—
 - (a) make an updated version of its **default distributor agreement** that includes each amended **operational term** available prominently on its website no later than 5 **business days** after the date of the **Rulings Panel's** decision; and
 - (b) advise each **trader** trading on the **distributor's network**, and each **participant** that the **distributor** considers is likely to be affected by the **default distributor agreement**, that an updated version of the agreement is available on the **distributor's** website no later than 2 **business days after** making the agreement available on its website.
- (4) For each **operational term** that the **Rulings Panel** amends, the **Rulings Panel** must stipulate 1 of the following in respect of each **distribution agreement** that the **distributor** has with a **trader** that includes the **operational term**:
 - (a) that the **distributor** or the **trader** may elect to amend the **distribution agreement** to include the amendment by giving notice to the other party:
 - (b) that the **distributor** may elect to amend the **distribution agreement** to include the amendment by giving notice to the **trader**:
 - (c) that the **trader** may elect to amend the **distributor agreement** with the **distributor** by giving notice to the **distributor**.
- (5) A notice given under subclause (4)(a), (b), or (c) must be given no later than 10 **business days** after the date on which the **distributor** gives notice under subclause (3)(b).
- (6) If a notice is given under subclause (4), each **distribution agreement** to which the notice relates is deemed to be amended accordingly from the date of the notice.
- (7) Subclauses (4) to (6) do not apply in respect of a **distribution agreement** in which the **operational term** has been amended or omitted.

12A.7 Amendment to operational term by distributor following appeal

- (1) If a **distributor** amends 1 or more **operational terms** of its **default distributor agreement** after being directed to reconsider the term by the **Rulings Panel** under clause 12A.5(4)(c), the **distributor** must—
 - (a) make an updated version of its **default distributor agreement** that reflects the amendment available prominently on its website no later than 5 **business days** after making the amendment; and
 - (b) no later than 2 **business days after** making the agreement available, advise each **trader** trading on the **distributor's network**, and each **participant** that the **distributor** considers is likely to be affected by the **default distributor agreement**, that an updated version of the agreement is available on the **distributor's** website.
- (2) Clause 12A.5 applies (with all necessary modifications) in respect of an amendment to a **default distributor agreement** made under subclause (1).

Entering into distribution agreements

12A.8 Obligation to enter into distribution agreement

- (1) A **trader** trading on the **distributor's network** must have a **distribution agreement** with the **distributor**.
- (2) A **trader** must ensure that a **distribution agreement** comes into force on or before the day on which the **trader** commences trading on the **distributor's network**.

12A.9 Negotiating distribution agreements

- (1) A **trader** that wishes to trade on a **distributor's network** must give notice to the **distributor** of that fact at least 20 **business days** before the **trader** proposes to commence trading on the **distributor's network**.
- (2) If, after a **distributor** has made its **default distributor agreement** available on its website under clause 12A.4(4), a **distributor** receives a notice that a person wishes to trade as a **trader** on the **distributor's network**, the **distributor** must, no later than 5 **business days** after receiving the notice, offer to contract with the person on the terms set out in the **default distributor agreement**.
- (3) A person that has given a notice under subclause (2) may withdraw the notice at any time before it enters into, or is deemed to have entered into, a binding contract with the **distributor**, by giving notice of the withdrawal of the notice to the **distributor**.
- (4) At any time before the **default distributor agreement** applies as a binding contract between the **distributor** and the person under subclause (2), either the **distributor** or the person may give the other party notice that the **distributor** or the person wishes to contract with the other party on the terms set out in the **default distributor agreement**.
- (5) If either party gives a notice under subclause (4), the **default distributor agreement** applies as a binding contract between the parties with effect from—
 - (a) the later of—
 - (i) the 5th **business day** after the date on which the notice is given; or
 - (ii) the day on which the person that wishes to trade as a **trader** on the **distributor's network** becomes a **participant**; or
 - (b) any other date agreed by the parties.

- (6) If, at the expiry of 20 **business days** after a notice is received by a **distributor** under subclause (1), the **distributor** and the person have not agreed on the terms of a **distribution agreement** and neither party has given a notice under subclause (4), the **default distributor agreement** applies as a binding contract between the **distributor** and the person with effect from—
- (a) the later of—
 - (i) the expiry of the period; or
 - (ii) the day on which the person that wishes to trade as a **trader** on the **distributor's network** becomes a **participant**; or
 - (b) any other date agreed by the parties.

12A.10 Alternative agreements

- (1) A **distributor** and a **trader** may enter into a **distribution agreement** on terms that differ from the terms set out in the **distributor's default distributor agreement** (an "alternative agreement").
- (2) However, a **distributor** and a **trader** that enter into an alternative agreement must ensure that the terms of the alternative agreement —
 - (a) address only the subject matter of the terms of the **default distributor agreement**; and
 - (b) relate only to **distribution** services.

Amending default distributor agreements

12A.11 Amending operational terms in default distributor agreements

- (1) A **distributor** may amend 1 or more of the **operational terms** in its **default distributor agreement** by making its **default distributor agreement** with the amended **operational terms** available prominently on its website.
- (2) Before a **distributor** amends its **default distributor agreement**, it must consult each **trader** trading on the **distributor's network**, and each **participant** that the **distributor** considers is likely to be affected by the amendment.
- (3) Clause 12A.5 applies (with all necessary modifications) in respect of an amendment to a **default distributor agreement** made under subclause (1).
- (4) The amending of a **default distributor agreement** under subclause (1) does not affect a **distribution agreement** between a **distributor** and **trader** that came into force before the day on which the **default distributor agreement** was made available under subclause (1).

Transitional provisions for existing agreements

12A.12 Transitional provisions for existing agreements

- (1) This clause applies to a **distributor** and a **trader** that have an agreement for **distribution** services that was entered into before the date on which the **distributor** made its **default distributor agreement** available on its website under clause 12A.4(4) ("existing agreement").

- (2) The **distributor** must, no later than 10 **business days** after the date on which the **distributor** makes its **default distributor agreement** available on its website, offer to contract with the **trader** on the terms set out in the **default distributor agreement**.
- (3) At any time before the **default distributor agreement** applies as a binding contract between the **distributor** and the **trader** under subclause (5), either the **trader** or the **distributor** may give the other party notice that the **trader** or **distributor** wishes to contract with the other party on the terms set out in the **default distributor agreement**.
- (4) If either party gives a notice under subclause (3), the **default distributor agreement** applies as a binding contract between the **distributor** and the **trader** with effect from the 5th **business day** after the date on which the notice is given, or any other date agreed by the parties.
- (5) Subject to subclause (4), if the **distributor** and the **trader** cannot agree on the terms of a **distribution agreement** to replace the existing agreement at the expiry of 2 months after the date on which this clause came into force—
 - (a) the **default distributor agreement** applies as a binding contract between the **distributor** and the **trader** with effect from the expiry of that period; and
 - (b) the provisions of the existing agreement that directly or indirectly relate to **distribution** services are deemed to have been terminated with effect from that date.
- (6) Clause 12A.10 applies in respect of any **distribution agreement** that the parties agree to replace an existing agreement that is not the **default distributor agreement**.

Subpart 2

Distribution agreements in respect of embedded networks

12A.13 Application of this subpart

This subpart applies to—

- (a) each **distributor** that—
 - (i) conveys **electricity** to 1 or more **consumers** on the **distributor's embedded network**; and
 - (ii) does not have a contract in respect of the conveyance of **electricity** with 1 or more of those **consumers**; and
- (b) each **trader** that—
 - (i) is a **retailer**; and
 - (ii) wishes to trade or is trading at an **ICP** on the **network** of a **distributor** described in paragraph (a).

Distribution agreement

12A.14 Obligation to enter into distribution agreement

- (1) A **trader** trading on the **distributor's network** must have a **distribution agreement** with the **distributor**.
- (2) A **trader** must ensure that a **distribution agreement** comes into force on or before the day on which the **trader** commences trading on the **distributor's network**.

- (3) A **trader** that wishes to trade on a **distributor's network** must give notice to the **distributor** of that fact at least 20 **business days** before the **trader** proposes to commence trading on the **distributor's network**.

Prudential requirements

12A.15 Prudential requirements

Clauses 12A.16 to 12A.18 apply in relation to a **distribution agreement** between a **distributor** and a **trader** if—

- (a) the **distributor** does not have a contract in respect of the conveyance of **electricity** with 1 or more of the **consumers** on the **distributor's network**; and
- (b) the **distributor** requires that the **distribution agreement** provides that the **trader**—
 - (i) must comply with prudential requirements; or
 - (ii) must comply with prudential requirements if required to do so by the **distributor**.

12A.16 Election of prudential requirements

- (1) Subject to clause 12A.18, the **distributor** must ensure that the **distribution agreement** provides that the **trader** may elect to comply with the prudential requirements in either of the following ways:
 - (a) the **trader** must maintain an acceptable credit rating in accordance with subclause (3); or
 - (b) the **trader** must provide and maintain acceptable security by, at the **trader's** election,—
 - (i) providing the **distributor** with a cash deposit; or
 - (ii) arranging for a third party with an acceptable credit rating to provide that security in a form acceptable to the **distributor**; or
 - (iii) providing a combination of the securities described in subparagraphs (i) and (ii).
- (2) The **distributor** must ensure that the **distribution agreement** provides that the **trader** may change its election at any time.
- (3) For the purposes of this clause, a **trader** or third party has an acceptable credit rating if it—
 - (a) carries a long term credit rating of at least—
 - (i) BBB- (Standard & Poors Rating Group); or
 - (ii) a rating that is equivalent to the rating specified in subparagraph (i) from a rating agency that is an approved rating agency for the purposes of Part 5D of the Reserve Bank of New Zealand Act 1989; and
 - (b) is not subject to negative credit watch or any similar arrangement by the agency that gave it the credit rating.
- (4) Subject to clause 12A.17, the value of the acceptable security described in subclause (1)(b) must be the **distributor's** reasonable estimate of the **distribution** services charges that the **trader** will be required to pay to the **distributor** in respect of any period of not more than 2 weeks.
- (5) The **distributor** must ensure that a **distribution agreement** specifies that, if the **trader** elects to provide acceptable security as described in subclause (1)(b), the **distributor** must—

- (a) hold any security provided by the **trader** in the form of a cash deposit in a trust account in the name of the **trader** at an interest rate that is the best on-call rate reasonably available at the time the **trader** provides the cash deposit; and
- (b) pay interest earned in respect of the cash deposit to the **trader** on a quarterly basis, net of account fees and any amounts that are required to be withheld by law.

12A.17 Requirements if distributors require additional security

- (1) A **distributor** may require that its **distribution agreement** provides 1 or both of the following:
 - (a) that if the **trader** elects to provide acceptable security as specified in clause 12A.16(1)(b), the **trader** must provide acceptable security that is additional to the amount provided for in clause 12A.16(4):
 - (b) that the **distributor** may, during the term of the **distribution agreement**, require the **trader** to provide such additional security.
- (2) If a **distribution agreement** has a provision provided for in subclause (1), the **distributor** must ensure that the total value of additional security specified in the **distribution agreement** must be such that the total value of all security required to be provided by the **trader** must not be more than the **distributor's** reasonable estimate of the **distribution** services charges that the **trader** will be required to pay to the **distributor** in respect of any 2 month period.
- (3) If a **distribution agreement** has a provision provided for in subclause (1), the **distributor** must ensure that the **distribution agreement** provides the following:
 - (a) if any additional security provided by the **trader** is in the form of a cash deposit, the **distributor** must pay a charge to the **trader** for each day that the **distributor** holds the additional security at a per annum rate equal to the sum of the bank bill yield rate for that day plus 15% on the amount of additional security held on that day:
 - (b) if any additional security provided by the **trader** is in the form of security from a third party, the **distributor** must pay a charge to the **trader** for each day that the **distributor** holds the additional security at a per annum rate of 3% on the amount of additional security held on that day:
 - (c) any money required to be paid by the **distributor** to the **trader** as specified in paragraph (a) or (b) must be paid by the **distributor** to the **trader** on a quarterly basis.
- (4) For the purposes of this clause, the bank bill yield rate is—
 - (a) the daily bank bill yield rate (rounded upwards to 2 decimal places) published on the wholesale interest rates page of the website of the Reserve Bank of New Zealand (or its successor or equivalent page) on that day as being the daily bank bill yield for bank bills having a tenor of 90 days; or
 - (b) for any day for which such a rate is not available, the bank bill yield rate is deemed to be the bank bill yield rate determined in accordance with paragraph (a) on the last day that such a rate was available.

12A.18 Agreement to less onerous terms

Despite clause 12A.16, a **distributor** and a **trader** may agree prudential requirements that are less onerous on the **trader** than the requirements described in clauses 12A.16 and 12A.17.

Other requirements

12A.19 Distributors to consult concerning changes to pricing structures

- (1) A **distributor** must consult with each **trader** trading on the **distributor's network** in respect of the **distributor's** pricing structure for the **consumers** with whom the **distributor** does not have a contract in respect of the conveyance of **electricity** before making a change to the pricing structure that materially affects 1 or more **traders** or **consumers**.
- (2) For the purpose of subclause (1), changes to a **distributor's** pricing structure that may materially affect 1 or more **traders** or **consumers** include, but are not limited to, any of the following:
 - (a) a change by the **distributor** to the eligibility criteria for 1 or more of the **distributor's** prices:
 - (b) a change by the **distributor** to the **distributor's** pricing structure by the introduction of a new price:
 - (c) a change by the **distributor** to the **distributor's** pricing structure that means that 1 or more of the **distributor's** prices are no longer available.
- (3) However, the fact that a change is listed in subclause (2) does not mean that a **distributor** is required to consult on the change if the change will not materially affect **traders** or **consumers**.

12A.20 Distributor or trader may require provision of information

- (1) The **distributor** may, by notice in writing, require the **trader** to provide information to the **distributor**, to enable the **distributor** to invoice and reconcile charges for **distribution** services.
- (2) The **trader** may, by notice in writing, require the **distributor** to provide information to the **trader**, to enable the **trader** to invoice and reconcile charges for **distribution** services.
- (3) A **trader** or **distributor** that receives a notice under subclause (1) or subclause (2) must provide the information no later than 15 **business days** (or such other date as agreed between the parties) after receiving the notice.
- (4) Nothing in this clause prevents the **distributor** and the **trader** agreeing to provide **volume information** to each other for a purpose other than to enable invoicing and reconciling of charges for **distribution** services.

Subpart 3 Exchange of information

12A.21 Application of this subpart

This subpart applies to —

- (a) each **distributor** that—

- (i) conveys **electricity** to 1 or more **consumers** on the **distributor's local network** or **embedded network**; and
- (ii) does not have a contract in respect of the conveyance of **electricity** with 1 or more of those **consumers**; and
- (b) each **trader** that—
 - (i) is a **retailer**; and
 - (ii) wishes to trade or is trading at an **ICP** on the **network** of a **distributor** described in paragraph (a).

12A.22 Authority may publicise EIEPs that must be used

- (1) The **Authority** may **publicise** 1 or more **EIEPs** that set out standard formats that **distributors** and **traders** must use when exchanging information.
- (2) When **publicising** an **EIEP** under subclause (1), the **Authority** must specify the date on which the **EIEP** will come into effect.
- (3) The information to which an **EIEP publicised** under subclause (1) may relate includes, but is not limited to, the following information:
 - (a) **ICP** level billing information:
 - (b) summary level billing information:
 - (c) **half hourly** billing information:
 - (d) **distributor** tariff rate change information.
- (4) Before the **Authority** **publicises** an **EIEP** under subclause (1), or amends an **EIEP** it has **publicised** under subclause (1), it must consult with the **participants** that the **Authority** considers are likely to be affected by the **EIEP**.
- (5) The **Authority** need not comply with subclause (4) if it proposes to amend an **EIEP publicised** under subclause (1) if the **Authority** is satisfied that—
 - (a) the nature of the amendment is technical and non-controversial; or
 - (b) there has been adequate prior consultation so that the **Authority** has considered all relevant views.

12A.23 Distributors and traders to comply with EIEPs

- (1) If the **Authority** **publicises** an **EIEP** under clause 12A.22, the **distributor** and the **trader** must, when exchanging information to which the **EIEP** relates, comply with the **EIEP** from the date on which the **EIEP** comes into effect.
- (2) However, a **distributor** and a **trader** may, after an **EIEP** has been **publicised**, agree to exchange information other than in accordance with the **EIEP**, by recording the agreement in the **distribution agreement** between the **distributor** and **trader**.
- (3) An agreement to exchange information other than in accordance with an **EIEP** is not effective in relieving a **distributor** and a **trader** of the obligation to comply with subclause (1), unless the agreement comes into effect on or after the date on which the relevant **EIEP** comes into effect.
- (4) An agreement under subclause (2) is not affected by the **Authority** **publicising** an amendment to the **EIEP**.

12A.24 Transitional provision relating to EIEPs

- (1) This clause applies to any **EIEP** that a **distributor** or **trader** was required to comply with immediately before this clause came into force.
- (2) An **EIEP** to which this clause applies—

- (a) is deemed to be an **EIEP publicised** under clause 12A.22(1); and
 - (b) despite clause 12A.22(2), comes into effect on the date on which this clause comes into force.
- (3) The **Authority** need not comply with clause 12A.22(4) in respect of an **EIEP** to which this clause applies, unless the **Authority** proposes to amend the **EIEP**.

Schedule 12A.1
Default distributor agreement template

cl 12A.4

[See Appendix C]

Part 1

Preliminary provisions

1.1 Interpretation

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

default core term means a term set out in the **default distributor agreement template** for inclusion in **default distributor agreements** in accordance with clause 12A.4(1)(a)(i)

default distributor agreement means a **distribution agreement** made available by a **distributor** under clause 12A.4(4), 12A.6(3)(a), 12A.7(1)(a), or 12A.11(1)

default distributor agreement template means the template agreement set out in Schedule 12A.1

distribution agreement means an agreement between a **distributor** and a **trader** that allows the **trader** to trade on the **distributor's local network** or **embedded network**

line function services [*Revoked*]

operational term means a term that is included in a **default distributor agreement** in accordance with clause 12A.4(1)(a)(ii)

serious financial breach—

- (a) means a failure by a **retailer**—
 - (i) to pay to a **distributor** an amount due and owing that exceeds the greater of \$100,000 or 20% of the actual charges payable by the **retailer** for the previous month, unless the amount is genuinely disputed by the **retailer**; or
 - (ii) to comply with the prudential requirements under a **distribution agreement** between the **retailer** and a **distributor**
- (b) does not include a failure by a **retailer** to comply with prudential requirements to the extent that the prudential requirements exceed,—
 - (i) in the case of a **retailer** to whom subpart 1 of Part 12A applies, the prudential requirements specified in the **default distributor agreement template**; and
 - (ii) in the case of a **retailer** to whom subpart 2 of Part 12A applies, the prudential requirements specified in clauses 12A.15 to 12A.17.

Part 11

Registry information management

11.5 Participants may request that distributors create ICP identifiers for ICPs

- (1) A **participant** to whom clause 11.3 applies may request that a **distributor** create an **ICP identifier** for an **ICP** on a **network** for which the **distributor** is responsible.
- (2) A **participant** that is a **trader** may make a request under subclause (1) only if the **trader** has,—
 - (a) in the case of a **trader** to whom subpart 1 or subpart 2 of Part 12A applies, a **distribution agreement** with the **distributor** in accordance with clause 11.16; or
 - (b) for all other **traders**, an arrangement with the **distributor** for **distribution** services in accordance with clause 11.16.
- (3) A **distributor** to whom a request is made must, within 3 **business days** of receiving the request, create a new **ICP identifier** for each **ICP** to which the request relates in accordance with clause 1 of Schedule 11.1, or advise the **participant** of the **distributor's** reasons for not complying with the request.

11.16 Traders to have distribution agreements or other distribution service arrangements and metering arrangements

Before providing the **registry** with information about an **ICP** in accordance with clause 11.7(2) or clause 11.18(4), a **trader** must have—

- (a) either,—
 - (i) if the **trader** is a **trader** to whom subpart 1 or subpart 2 of Part 12A applies, a **distribution agreement** with the **distributor** on whose **network** the **ICP** is located; or
 - (ii) in all other cases, entered into an arrangement for the provision of **distribution** services in relation to the **ICP** with the **distributor**; and
- (b) entered into an arrangement with a **metering equipment provider** to be responsible for each **metering installation** for the **ICP**.

Part 14

Registry information management

14.41 Definition of an event of default

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

...

- (h) termination of a **trader's distribution agreement** with a **distributor** because of a **serious financial breach** if—
 - (i) the **trader** continues to have a **customer** or **customers** on the **distributor's network**; and
 - (ii) there are no unresolved disputes between the **trader** 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.