

TransÉnergie Australia Pty Ltd

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17 September 1999

Mr Michael Rawstron
General Manager
Regulatory Affairs – Electricity
Australian Competition and Consumer Commission
PO Box 1199
Dickson, ACT, 2602.

By facsimile and Email

Dear Mr. Rawstron,

Market Network Services and Transmission and Distribution Pricing Code Changes

As a company whose primary business focus is the development and ownership of network assets in the Australian National Electricity Market, TransÉnergie Australia Pty Ltd (“TransÉnergie Australia”) is interested and well-qualified to monitor and contribute to the development of the above Code changes.

In particular, as the developer of both the Directlink and Centrelink Market Network Service projects, TransÉnergie Australia firmly supports:

- encouraging competition in the provision of network services where ever possible,
- encouraging market-based outcomes to planning and investment decisions in the electricity supply business, and
- ensuring the alignment of the costs and benefits of investments in network assets ie promoting the 'user pays' principle.

TransÉnergie’s attached submission reflects these basic principles. We have also emailed this submission to you today.

TransÉnergie notes that the final date for submission of comments relating to the Transmission and Distribution Pricing Code changes has been moved to Friday 30 September 1999. Consequently, TransÉnergie may consider it appropriate to make a further supplementary submission concerning this aspect of the proposed Code changes. If such a supplementary submission is made, we will forward it to you separately.

However, as the ACCC is well aware, TransÉnergie is most anxious now about the timing of the authorisation of these Code changes. Certainly, TransÉnergie makes all its comments on the basis that it would not wish any of its concerns to delay the ACCC’s decision-making process. We would prefer to accept the Code changes as proposed (without in any way acquiescing to those about which we have concerns) in order to allow the Directlink project to proceed along the timeframe towards which we have been working for many months, and discuss options with the ACCC for addressing our concerns subsequently. In this regard, we note that the ACCC may be prepared to authorise the Code changes conditional upon NECA, or some other person or body, addressing

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particular issues to the satisfaction of the ACCC. We would welcome such a proposal if this allows the Directlink project to proceed within our time constraints.

I would welcome the opportunity to discuss any aspect of this submission with you. If you would like to do so, please feel free to contact me on (07) 3303 8437.

Yours sincerely

Dr A. S. Cook
Managing Director
TransÉnergie Australia Pty Ltd

**TransÉnergie Australia
Submission to ACCC on proposed Code Changes:**

**Transmission and Distribution Pricing
and
Market Network Services**

17 September 1999

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TransÉnergie Submission to Australian Competition and Consumer Commission on proposed amendments to National Electricity Code

1 Chapters 5 and 6 - Transmission and Distribution Pricing Review Code Changes

1.1 Clause 5.2.3(h):

“Within 2 years of market commencement, NECA must develop Code provisions in accordance with clause 8.3 to address the financial risk to a Market Network Service Provider arising when any part of its network which is solely used for the provision of market network services needs to be augmented to support an augmentation to the national grid approved in an annual planning review under clause 5.6.5.”

TransÉnergie comment:

This clause implies Network Service Providers (NSPs) and/or the regulatory process that approves expansion of the regulated network could potentially compel a Market Network Service Provider (MNSP) to participate in a regulated upgrade, presumably because it would be cheaper than alternative network solutions.

TransÉnergie objects to this provision; rather, there needs to be a framework to negotiate a commercial access agreement that clarifies the rights and obligations of all the relevant parties.

The basic principle should be that there will be no compulsion to force a MNSP to alter and/or augment any of his equipment other than in accordance with the terms of his connection agreement and/or access agreement with the relevant NSP. This is the very essence of the service that a MNSP makes available - it should be unregulated and made available on commercial terms determined by the competitive market.

As written, this clause imposes significant regulatory risk on MNSPs, in that NECA could impose new obligations on them simply by amendments to the Code. Clause 5.2.3 (i) does however provide protection for an interim period.

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1.2 Clause 5.5A(g)(2):

“...use of system services charge to be paid:

- (A) to the Market Network Service Provider in respect of any reduction in the long run marginal cost of augmenting the network as a result of it being connected to the network; and
- (B) by the Market Network Service Provider in relation to any augmentations or extensions required to be undertaken in respect of all affected transmission networks and distribution networks,

(“negotiated use of system charges”);”

TransÉnergie comment:

This clause provides for the equivalent of a TUoS benefit to Market Network Service Providers, in the same way that a TUoS benefit is paid to embedded generators. However, whereas embedded generators are automatically entitled to the TUoS benefit, it appears that the benefit to MNSPs is subject to negotiation; this is inconsistent.

To the extent that an NSP avoids augmentation of the regulated network by relying on the market network service capability, the MNSP's entitlement under the Code should be firmed up, even though the details would still need to be subject to negotiation, and if necessary arbitration. In this respect, the reference to long run marginal costs, while probably theoretically correct, is somewhat unclear. TransÉnergie believes that it would be more appropriate for the entitlement to be tied directly to actual avoided costs.

1.3 Clause 5.5A(h)

“The maximum charge that can be applied by the *Market Network Service Provider* in respect of *negotiated use of system charges* for the *transmission network* and/or *distribution network* will be determined in accordance with the methods specified for *Generators* in schedule 6.3, except that references to “*Generators*” in that schedule are to be read as references to “*Market Network Service Providers*” together with any other necessary changes.”

TransÉnergie comment:

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We note that schedule 6.3 has been amended to make provision for Market Network Service Providers as contemplated by this clause. Why, then, is this clause necessary?

1.4 Clause 5.5A(i)

“Any payments to *Market Network Service Providers* under clause 5.5A(g)(3) are to be included as part of the *aggregate annual revenue requirement* of the *Network Service Provider* and are to be recovered in the same manner as payments to *Embedded Generators* under clause 6.13.3(d).”

TransÉnergie comment:

As a matter of drafting, and to add clarity, we suggest that a new clause 6.13.3(e) be added, in which provision for the recovery of these payments to MNSPs can specifically be set out. This would avoid the need for this clause 5.5A(i), or it could simply be expressed by cross-referencing the new clause 6.13.3(e).

1.5 Clause 5.6.2(f):

“Within the time for corrective action notified in clause 5.6.2(e) the Network Service Provider must consult with affected Code Participants and interested parties on the possible options, including but not limited to demand side and generation options, to address the projected limitations of the relevant transmission system or distribution system except that a Network Service Provider:

TransÉnergie comment:

Section 3.5.1(b)(2)(ii) of the National Electricity Code (NEC) provides for the establishment of regions as follows:

“Where practicable significant generation and/or load centres separated by network constraints should be located in separate regions where those network constraints are likely to influence the optimal dispatch of generation and/or scheduled load in the order of 50 hours or more in the financial year for which the intra-regional loss factors were pre-determined.”

Where the projected limitations are in force in the order of 50 hours or more this clause provides for the establishment of a new region. In that case the preferred approach should be to establish a new region, so that a market

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network service can be added to the above list of options and considered as a cost effective outcome to address the projected limitations. (Under the NECA Safe Harbour Provisions market network services are required to connect to nodes referred to different regional reference nodes.)

For example, one option would be to have a network support agreement under which the MNSP agrees to provide the specific network service for which the augmentation was designed.

1.6 Clause 5.6.2(k):

“The relevant Network Service Provider must arrange for the network options (if any) recommended by its report made in accordance with clause 5.6.2(h) to be available for service by the agreed time:

- (1) upon completion of the 40 business day period referred to in clause 5.6.2(i) or on resolution of any dispute in accordance with clause 8.2 of this Code in relation to proposals to which clause 5.6.2(i) applies; and
- (2) upon completion of the report referred to in clause 5.6.2(h) for any other network option recommended by the report,

and the Network Service Provider must include the cost of the relevant assets in the calculation of transmission service and distribution service prices determined in accordance with Chapter 6 of the Code.”

TransÉnergie comment:

The intent of this clause is unclear. Does it just require the report to be released, together with the impact it would have on TUoS and DUoS charges shown, or does it actually require the augmentation to be built and the relevant charges modified?

1.7 Schedule 5.3a

Throughout this schedule, there are references to “Network Service Provider” and “Market Network Service Provider”. In some cases, the reference to “Network Service Provider” is prefaced with the word “relevant”. Although a relatively minor point, we think it adds great clarity to include the word “relevant” before each mention of “Network Service Provider” which achieves two outcomes:

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- it shows there is an intentional distinction between references to a Market Network Service Provider and a non-Market Network Service Provider; and
- it makes it clear that it is the particular Network Service Provider to whose network the MNSP is connected to which the reference in each case is being made, rather than to any Network Service Provider.

1.8 Clause 6.1.4

- “(a) Chapter 6 does not govern the principles or rules for the calculation of prices to be charged for *market network services*.
- (b) The matters referred to in clause 6.1.3 also do not apply to the provision of *market network services*.
- (c) All provisions of Parts A to E of this Chapter 6 are to be read as subject to this clause 6.1.4.”

TransÉnergie comment:

As a matter of drafting, we understand that Chapter 6 is not intended to apply to market network services at all. Yet, sub-clauses (a) and (b) suggest, by referring to specific topics covered in Chapter 6, that some parts of Chapter 6 do apply to market network services. We think it would be preferable to simply state:

“Chapter 6 does not apply to *market network services*.”

This would be sufficient to convey the intention of all three sub-clauses in clause 6.1.4, without there being any residual ambiguity. If it is determined that clause 6.4.3C(b)(9) is, in fact, relevant to market network service charges (and it is in an indirect manner), then a carve-out for that provision could easily be made, as follows:

“Chapter 6, other than clause 6.4.3C(b)(9), does not apply to *market network services*.”

1.9 Clause 6.1.5(a)

“If any provision in this Chapter 6 purports to impose responsibilities, functions or powers on the ACCC, then those responsibilities, functions or powers, as

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the case may be, are deemed to be imposed on the *ACCC* only to the extent that the *ACCC* has the power to undertake, fulfil or perform them.”

TransÉnergie comment:

Section 44ZZM of the Trade Practices Act 1974 (Comm) provides for the conferral of powers on the Commission by a law of the Commonwealth, a State or a Territory establishing an access regime. The provisions of Chapter 6 of the National Electricity Code are precisely of a nature contemplated by section 44ZZM of the Act. (Prior to enactment of this section of the Trade Practices Act, it was doubtful whether the ACCC did have pricing powers.)

By including this reservation in clause 6.1.5, (ie that the ACCC would only be deemed to have those powers to the extent that it already has them), there is a strong possibility that the effect of section 44ZZM is undermined, as the ACCC does not otherwise have those powers. Instead, the clause should be redrafted to expressly confer upon the ACCC such functions and powers that it may need to properly and adequately undertake its role as provided for by Chapter 6.¹

1.10 Clause 6.4.3.B(b):

“A proportion of the aggregate annual revenue requirement for Customer transmission use of system services must be allocated from the cost range established in accordance with schedule 6.4 to connection points with Transmission Customers and Transmission Network Service Providers connecting to a transmission network within the region over which the allocation is being made, other than to connection points with Market Network Service Providers (as Market Network Service Providers pay negotiated use of system charges under clause 5.5(g)(2)). The survey period for this allocation is the most recent full financial year for which operating data is available.”

TransÉnergie comment:

TransÉnergie is concerned this could not be construed to imply either a MNSP is expected to pay some form of use of system charge, or , in the absence of paying a negotiated charge, an exemption under this clause from paying a

¹ Please do not hesitate to contact Susan Taylor of Freehill Hollingdale & Page Melbourne (03 9288 1840) to discuss this point further, if necessary.

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regulated charge would be null and void. In any event, it would be preferable for the words in brackets to be deleted.

These words in brackets would not be necessary at all if our suggestion in point 1.8 is adopted.

1.11 Clause 6.4.3B(d):

“A proportion of the aggregate annual revenue requirements for Customer transmission use of system services must be allocated for all interconnection points which export power to Network Customers within a region other than the region in which that Transmission Network Service Provider's transmission network is located, which allocation is to be determined in accordance with paragraph 9 of schedule 6.4 and clause 6.7.4.”

TransÉnergie comment:

Chapter 10 does not define an interconnection point.

This clause could be construed as suggesting Customer use of system charges could be allocated to the connection point of a Market Network Service (MNS) and not to be charged to the MNS, but in fact charged directly to Network Customers in the adjacent region.

This could be fixed by replacing the term interconnection point with words which clarify that the provision only applies to regulated interconnectors.

1.12 Clause 6.4.3C(b)(9):

“...the estimated recovery, if any, from negotiated use of system service costs agreed with Market Network Service Providers in accordance with clause 5.5A(g)(2).”

TransÉnergie comment:

This clause suggests that the NSP should be indifferent to the amount of negotiated fees it receives from MNSPs. If the basis of the negotiated fee is specific negotiated access terms, it would actually discourage the NSP from entering into such a contract. The same disincentive to negotiate probably also applies to its dealings with Generators. In TransÉnergie's view this is a very

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unsatisfactory regulatory environment for proper commercial negotiations of these sorts of deals.

1.13 Clause 6.4.3C(c)(5):

“...the amount, if any, which the Transmission Network Service Provider is required to pay Generators connected to its network in accordance with clause 5.5(f)(3), or Market Network Service Providers connected to its network in accordance with clause 5.5A(g)(2), to reflect the transmission network services savings in having the Generator or Market Network Service Provider connected to its network.”

TransÉnergie comment:

Refer to comment on Clause 6.4.3C(b)(9).

1.14 Clause 6.7.4(c):

“In determining the financial transfers there will be no allocation of the Customer TUOS general charge to the connection points of Market Network Service Providers, which connection points will only be charged the Customer TUOS usage charge (including any negotiated use of system services charges), common service charges and charges for entry and exit services where applicable.”

TransÉnergie comment:

There is an inconsistency between clause 5.5A(g)(1) and (2) and clause 6.7.4(c)(2).

Clause 5.5A(g)(1) and (2) states that market network services shall only incur a connection service charge and a negotiated use of system charge (based on long run marginal costs). On the other hand clause 6.7.4(c)(2) states that while market network services shall not incur a customer TUoS general charge, they shall incur a customer TUoS usage charge, a common service charge and entry/exit charges. In conformance with the NECA Safe Harbour Provisions and the final report of the Transmission and Distribution Pricing Review the requirement in clause 6.7.4(c)(2) for MNSPs to pay the customer TUoS usage and common service charges should be deleted.

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If the intention of clause 6.7.4(c)(2) is that the customer TUoS usage charge is only to be allocated to the relevant connection point in relation to energy transfers across a regulated interconnection (ie. a separate interconnector to the market network service or the regulated component of a hybrid link), this needs to be made substantially clearer.

1.15 Clause 6.19(a):

“All existing interconnectors that form part of the power system in the participating jurisdictions are deemed to be regulated interconnectors upon authorisation of this Code by the ACCC.”

TransÉnergie comment:

This clause should be clarified by adding the following words:

“.. at the commencement of the national market on 13 December 1998
...”

Schedule 6.3 - paragraph 4:

“For transmission networks the long run marginal cost determined in (1) above is to be expressed as the cost of providing network capacity for new generation at a particular connection point relative to the long run marginal cost of providing network capacity for new generation at the reference node.

This is achieved by subtracting from the long run marginal cost for a particular connection point, the long run marginal cost for the reference node.”

TransÉnergie comment:

This clause implies that the NSPs at either end of a market network service could attempt to apply TUoS charges to the MNSP through the negotiation process as if the MNSP was a generator seeking access to the relevant RRN. Through this process the MNSP may well fund sufficient transmission capability to provide for transfers from regional reference node (RRN) to RRN, but it won't be entitled to the full spot price differences between the two RRNs. At the very least the MNSP should get a proportion of the intra-regional settlements surplus in both regions if it pays negotiated use of system fees on this basis. Alternatively the MNSP should be entitled to bid a notional

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interconnector between the two RRNs. If this isn't acceptable, then there's a good argument for discounting the actual negotiated fees payable compared with the cap determined in accord with this Schedule 6.3.

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2 Comments on Chapters 2, 3, 4, 7 and 10- Market Network Service Code Changes

2.1 Clause 2.4.2(c)(3) and clause 2.5.2

These provisions set out conditions which must be satisfied in order to become registered as a Market Network Service Provider. One condition is that the person must qualify as a Network Service Provider, and as such, must submit an access undertaking in the form of Schedule 5.8.

TransÉnergie Comment:

Market Network Services (MNS) are both a subset of the Network Service Provider Code Participant, and a part of the class called ‘Market Participants’. TransÉnergie considers the latter appropriate, while the former is not appropriate.

As a sub-set of NSPs, which in some ways can be regarded as providing a service which is the antithesis of the service being provided by a MNSP, MNSPs are thereby “caught” by every provision of the Code which applies to the wider group of NSPs. We have undertaken some analysis of whether this eventuates in any unintended and inappropriate obligations being imposed on, or rights accruing to, a MNSP. This analysis is attached to the submission as Annexure A.

It is vital that there is no unintended imposition of any obligation on a MNSP as a consequence of that person being part of the wider group of NSPs. This is because, as part of its access undertaking, the MNSP is required to undertake that it will comply with various terms and conditions, including those imposed on it under the Code.

To avoid any unintentional imposition of obligations on MNSPs, we have previously suggested that the undertaking to be given to the ACCC by a MNSP should be couched in terms which clarify that it is only to the extent that the Code imposes obligations on the MNSP in relation to the provision by it of market network services that the access undertaking should extend. This way, if obligations under the Code are intended to extend to MNSPs but are expressed to apply to the whole set of NSPs, then providing the obligation is

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referable to the provision of a market network service, it would be covered by the access undertaking in the terms we have suggested.

2.2 Clause 3.8.4(e)(2):

“...ramp rate constraints, except that until the end of the trading day which commences on 30 June 2000, or such earlier date as is published by NEMMCO for this purpose, no ramp rate constraints may be offered.”

TransÉnergie Comment:

The presumption is that during the transition period the ramp rate capability is infinite. This should not cause any concerns.

2.3 Clause 3.8.6(a)(f):

“.....except that prior to the end of the trading day commencing on 30 June 2000, or such earlier date as is published by NEMMCO for this purpose (the "transition period"), the net revenue should not be less than the price specified plus or minus transitional margins for error published by NEMMCO from time to time during the transition period”

TransÉnergie Comment:

This clause is unacceptable if the margin for error is not bounded at a reasonable level.

2.4 Clause 3.11.1

Clause 3.11.1 is an introductory provision relating to ancillary services, describing the nature of ancillary services, the interaction with chapter 4 and the development of market-based arrangements for the provision of ancillary services.

TransÉnergie comment:

Nothing in this clause appears to preclude MNSPs providing ancillary services, but it needs to be confirmed that this is a market network service capability.

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Annexure A - Obligations of Network Service Providers and Market Network Service Providers

Please note the following groups incorporate Market Network Service Providers:-

Code Participant: A person being NEMMCO or a person registered with NEMMCO in a category listed in clause 2.2 - 2.7 including Network Service Provider, Market Network Service Provider and Market Participant;

Market Participant: A person who has registered with NEMMCO as a Market Generator, Market Customer or Market Network Service Provider;

Distribution System Operator: A person responsible for controlling or operating any portion of a distribution system (includes Market Network Service Provider and Network Service Provider to the extent that they are also registered under Chapter 2 as a Distribution System Operator);

Responsible Person: can be either a Local Network Service Provider or a Market Participant; and

Metering Provider: Any person may apply for registration as a Metering Provider. Network Service Providers must either register as a Metering Provider or enter into agreements with Metering Providers. Subject to clause 7.4.2(e), no Market Generator or Market Customer may be registered as a Metering Provider in respect of its own use of energy.

Clause	Para	Clause Title	Summary	Should the Obligation be Imposed on Market Network Service Providers?
1.9.		Retention of Records & Documents	Obligation to retain records for at least 7 years.	Yes
2.1.2	(e-f)	General	Each Code Participant is required to register with and pay NEMMCO prescribed fees under clause 2.11.	Yes
2.4.1	(d)	Registration as a Market Participant	All Market Participants must comply and fulfil all applicable obligations under the Code.	Yes subject to comments in this table
2.4.2	(e)	Eligibility	Market Participants must pay the prescribed fee in accordance with clause 2.11.	Yes
2.5.1	(a)	Registration as a Network Service Provider	Persons who own, operate or control either a transmission or distribution system must register with NEMMCO as a Network Service Provider.	Yes

Clause	Para	Clause Title	Summary	Should the Obligation be Imposed on Market Network Service Providers?
2.8.1		Code Participant Conditions	A Code Participant must not act as a Generator, Customer, etc unless it complies with the provisions of the Code, is registered and satisfies such criteria as may be specified by the Code.	Yes, subject to comments in this table
2.9.1	(a)	Application for Registration	Applications to be registered as a Code Participant must be to NEMMCO in the prescribed form.	Yes
2.10.1	(c)	Notification of intention	Notices that a Code Participant or Market Participant wishes to cease being a participant must specify the date on which it will cease supply or acquire electricity or trade directly in the market.	Yes
2.10.2	(a)	Ceasing Participation	Market Participant must cease trading as specified in a notice under clause 2.10.1(a).	Yes
2.11.02	(c)	Payment of Participant fees	Code Participant must pay fees in a statement issued under clause 2.11.2(b).	Yes
3.3.1	(a)-(d)	Market Participant Criteria	Each Participant must be a resident in Australia, not be under external administration, not be immune from suit and be capable of being sued in Australia.	Yes
3.3.2	(a)-(e)	Market Participant Credit Support	Market Participant must provide a credit support for NEMMCO.	Yes
3.3.5	(a)-(b)	Market Participants amount of credit support	Market Participant must procure the aggregate drawn or claimed and credit support is not less than the maximum credit limit.	Yes
3.3.6	(a)-(b)	Changes to market participant credit support	Market Participant must ensure that a valid credit support is held by NEMMCO at all times.	Yes
3.3.7	(b)	Drawings on market participant credit support	If the credit support is drawn by NEMMCO, the Market Participant must provide additional credit support so the amount held is not less than the credit support required.	Yes

Clause	Para	Clause Title	Summary	Should the Obligation be Imposed on Market Network Service Providers?
3.3.13	(a) - (b)	Interim Statements	When a call notice is issued, the Market Participant must provide an additional credit support or pay NEMMCO the call amount.	Yes
3.3.16	(a)	Limitation on entry of transactions	The Market Participant must not exceed the trading margin by entering or bidding to enter a transaction.	Yes
3.3.18	(a)	Additional credit support for market participants	The Market Participant must procure additional credit support if directed by NEMMCO.	Yes
3.6.3	(a), (f)(1)	Distribution losses derivation and revision	Distribution loss factor must be provided by the Network Service Provider.	Yes
	(b)		Distribution Network Service Providers to advise NEMMCO of approved connection point assignments.	Yes
	(g)		Network Service Provider must provide distribution losses derivation.	Yes
3.7.2	(e)	Medium Term PASA	Network Service Providers must provide PASA information to NEMMCO.	Yes
3.7.3	(e)-(g)	Short Term PASA	Market and Code Participants and Network Service Providers to provide certain short term PASA information to NEMMCO.	Yes
3.8.2	(b1)	Participation in central dispatch	A Scheduled Network Service Provider must submit dispatch offers in accordance with clause 3.8.6.	No
3.8.3	(a)	Bid and offer aggregation guidelines	Market Participants must apply to NEMMCO for central dispatch settlements.	Yes
	(f)		Market Participants can be required by NEMMCO to declare availability.	Yes
3.8.4	(a)-(d)	Notification of Scheduled Capacity	Market Participants must inform NEMMCO of their capacity for generating units, scheduled loads and scheduled services.	Yes
3.8.5	(a)	Submission timing	A dispatch bid or offer by Code Participants must be made	Yes

Clause	Para	Clause Title	Summary	Should the Obligation be Imposed on Market Network Service Providers?
			according to the timetable.	
3.8.6a	(a)-(j)	Scheduled Network Service offer for dispatch	Requirements applying to a network dispatch offer to provide scheduled network services.	Yes
3.8.8	(b)	Validation of dispatch bids and offers	Market Participants to check dispatch data.	Yes
3.8.17	(f)	Self Commitment	Timing of synchronisation for self commitment of Market Participants are subject to documentation from NEMMCO.	Yes
	(g)		Market Participants must notify NEMMCO of any revisions to self-commitments without delay.	Yes
3.8.18	(b)-(c)	Self de-commitment	Market Participants must notify NEMMCO of any changes in self de-commitment decisions.	Yes
3.8.19	(a)	Dispatch inflexibilities	Market Participant must notify NEMMCO of any abnormal conditions that may affect the scheduled generating units, scheduled services or scheduled loads.	Yes
3.8.20	(g)	Pre-dispatch Schedule	Each Scheduled Generator, Scheduled Network Service Provider and Market Customer with scheduled load must be able to dispatch plant under pre-dispatch schedule.	Yes
3.8.21	(e)	On line dispatch	Market Participant must ensure it has facilities to receive dispatch or load dispatch instructions.	Yes
3.8.22	(c)(3)	Rebidding	Market Participant must record reason for rebidding and provide to NEMMCO.	Yes
3.11.2	(b)	Ancillary services not purchased by NEMMCO	Market Participant must advise NEMMCO of ancillary services to be provided under connection agreements.	Yes
	(c)		A Code Participant directed to provide ancillary services must comply under an ancillary service agreement.	Yes
3.11.5	(a)(b)	Provision of ancillary services	A Code Participant must not unreasonably refuse to provide ancillary services.	Yes

Clause	Para	Clause Title	Summary	Should the Obligation be Imposed on Market Network Service Providers?
3.12.2	(c)	Determination of the latest time for direction and intervention	Market Participant must not withhold information from NEMMCO with respect to lack of reserves.	Yes
3.12.5	(e)	Contracting for reserves	Market Participant must negotiate with NEMMCO for a reserve contract if requested by NEMMCO (including contracting for Market Network Services to make reserves available).	No
3.12.9	(c)	Issue of Directions	Market Participants must provide information regarding directions.	Yes
3.12.11	(a)(1) & (a)(3)	Compensation to Market Participants in respected invention price trading intervals.	Payment to NEMMCO by Scheduled Generators and Scheduled Network Service Provider in respect of intervention price trading interval.	Yes
	(e)		Scheduled Generator, Scheduled Network Service Provider and Market Participant must provide relevant directions and plant to independent expert.	Yes
	(g)		Independent expert's determination is binding and must be complied with.	Yes
	(l)		Panel's determination under clauses 3.12.11(j) is binding and must be complied with.	Yes
3.13.2	(a)-(b)	Systems and Procedures	Market Participants' Systems and procedures for transmitting information by way of electronic communication system.	Yes
	(h)		All Market Participants must notify NEMMCO of any changes to submitted information within times prescribed.	Yes
3.13.3	(b)-(c)	Standing data	Market Participants must provide registered bid and offer data to NEMMCO.	Yes
	(d)		Network Service Provider must maintain register of data provided by Market Participant for planning and design.	No, to the extent that the information is commercially sensitive
	(e)		Network Service Provider must notify NEMMCO of any	No, to the extent that the information is

Clause	Para	Clause Title	Summary	Should the Obligation be Imposed on Market Network Service Providers?
	(f)		changes to register data. Network Service Provider must provide NEMMCO the network specifications and capabilities.	commercially sensitive Yes
	(g)		Network Service Providers to notify NEMMCO of changes to information provided under 3.13.03(f).	Yes
	(h)		Market Participant must notify NEMMCO of registered data changes.	No, to the extent that the information is commercially sensitive
	(i)		Network Service Providers must notify NEMMCO of changes to technical data.	Yes
	(j)		Market Participants must advise NEMMCO of required changes to registered data at annual review by NEMMCO.	Yes
	(n)		Network Service Providers must advise NEMMCO of distribution loss factors duly authorised by appropriate Jurisdictionally Regulator.	Yes
	(p)		Market Participant or Network Service Provider must inform NEMMCO of information required for publication of NEMMCO's Statement of Opportunities.	Yes, but limited to non-commercially sensitive information
3.14.3	(e)	Conditions for suspension of the Spot Market	A Code Participant must comply with directions issued by NEMMCO if spot market suspended.	Yes
3.15.2	(b)	Electronic funds transfer	Market Participants must use EFT facility for settlements.	Yes
3.15.03	(a)	Connection Point Responsibility	Market Participant is financially responsible for a connection point as specified in 3.15.03a(1) - (3).	Yes
3.15.13		Payment of Settlement Amount	Payment to NEMMCO of settlement amount by Market Participants.	Yes

Clause	Para	Clause Title	Summary	Should the Obligation be Imposed on Market Network Service Providers?
3.15.18	(a),(c)	Disputes	Any disputes between Market Participant and NEMMCO must be resolved with reasonable endeavours.	Yes
3.15.20	(a)	Payment of adjustments	Market Participants to pay adjustments of a revised statement.	Yes
3.15.25	(a)	Interest on overdue amounts	Market Participant must pay interest on any unpaid moneys due and payable.	Yes
Sch 3.0.		Registered Bid and Offer Data	All Market Participants must notify NEMMCO of their registered bid and other data and review their registered data annually.	Yes
4.3.3	(c)	The role of System Operators	A Code Participant must ensure that NEMMCO's agent is provided with required communications.	Yes
4.3.4	(a)	Network Service Provider	Network Service Provider to co-operate with NEMMCO to discharge obligations.	Yes
	(b)		Network Service Provider to ensure provision of interruptible load.	No
	(c) (e)		Network Service Provider to facilitate rotational manual load shedding and restoration.	No
	(d)		Network Service Provider to advise of ancillary services.	No
	(f)		Network Service Provider must maintain the control, maintenance and communications systems.	Yes
4.5.2	(b)	Reactive Power Reserve Requirements	A Code Participant must comply with NEMMCO directions to bring voltage within acceptable limits.	Yes
4.6.5	(c)	Partial Outage of Power Protection Systems	Network Service Provider must comply with NEMMCO determination on protection systems.	Yes
4.7.1	(a)	Stability Analysis Co-ordination	Network Service Provider must submit power system stability devices for approval.	Yes
4.8.1		Code Participants Advice	Code participant to advise of circumstance which adversely	Yes

Clause	Para	Clause Title	Summary	Should the Obligation be Imposed on Market Network Service Providers?
			affect secure operation of power system.	
4.8.2		Protection or Control System Abnormality	Code Participant to advise of effect on security of supply if it becomes aware of anything that may jeopardise the supply.	Yes
4.8.10	(b)	Disconnection of Generating Units and Market Network Services	The relevant Generator or Market Network Service Provider must provide assistance to NEMMCO for disconnection.	Yes
4.8.12	(a)	Local Black System Procedures	Each Generator and Market Network Service Provider must develop local black system procedures and submit to NEMMCO.	Yes
4.8.14	(b)	Black start-up facilities	Market Network Service Provider or Generator must ensure black system procedures are consistent with ancillary service agreements.	Yes
	(d)		Generator or Market Network Service Provider must comply with a NEMMCO direction on a black system condition.	Yes
4.8.15	(c)	Review of Operating Incidents	A Code Participant must Co-operate in revision of operating incidents by NEMMCO.	Yes
	(d)		Code Participant must provide NEMMCO with information or equipment as required.	Yes
4.9.2A	(c)	Dispatch Instructions to Scheduled Network Service Providers	A Scheduled Network Service Provider must be ready to receive and act on dispatch instructions.	Yes
4.9.3	(e)	Instructions to Other Code Participants	A Code Participant must comply with dispatch instructions.	Yes
4.9.4A	(a)-(b)	Dispatch related limitations on Scheduled Network Service Providers	Scheduled Network Service Provider dispatch related limitations.	Yes
4.9.8	(a)	General Responsibilities of Code Participants	Code Participant must comply with dispatch instructions.	Yes
	(c)		Scheduled Network Service Provider must comply with network dispatch bids.	Yes
4.9.9A		Scheduled Network Service Provider Plant	A Scheduled Network Service Provider must notify NEMMCO	Yes

Clause	Para	Clause Title	Summary	Should the Obligation be Imposed on Market Network Service Providers?
		Changes	of operational changes of network services.	
4.10.2	(b)	Transmission Network Operations	Code Participant must observe power system operating procedures.	Yes
	(c)		Code Participants must operate equipment in accordance with Ch 5, ancillary services and operating procedures.	Yes
	(d)		Code Participant must ensure delegated Network Operations Functions are notified to NEMMCO.	Yes
4.10.3	(a)	Operating Interaction with Distribution Networks	Distribution System Operator must communicate with NEMMCO on the condition of distribution network.	Yes, if applicable
4.10.4	(b)	Switching of a Distributor	Distribution System Operator must notify NEMMCO of switching. Distribution System Operator must provide confirmation to NEMMCO of switching.	Yes, if applicable Yes, if applicable
4.10.5	(b)	Switching of Reactive Power Facilities	Distribution System Operator must comply with instructions of NEMMCO regarding switching.	Yes, if applicable
4.10.6		Automatic Reclosure	Distribution System Operator must indemnify against automatic closure operation.	Yes, if applicable
4.11.1	(a)(1)-(3)	Remote control and monitoring devices	Remote control, operational metering and monitoring devices must be installed for generating units and substations.	Yes, if applicable
	(b)		Provision of remote control and monitoring for ancillary service providers.	Yes
	(c)		General controls and monitoring device requirements.	Yes
4.11.2	(a),(c)	Operational Control and Indication Communication Facilities	Network Service Provider must provide primary and backup communication facilities.	Yes
4.11.3	(a)	Power System Voice/Data Communication Facilities	Persons nominated by Code Participant for operational communications must be advised to NEMMCO.	Yes

Clause	Para	Clause Title	Summary	Should the Obligation be Imposed on Market Network Service Providers?
	(b)(1)- (5)		Provision of contact personnel details.	Yes
	(c)		Code Participants provide telephone communication systems.	Yes
	(d)		Code Participant must maintain and repair of telephone communication systems.	Yes
	(e)		Code Participant must provide electronic mail facility.	Yes
4.11.5	(a)	Agent Communication	Code Participant may appoint an agent to co-ordinate operations.	Yes
4.12.0	(a)	Nomenclature Standards	Network Service Provider must use nomenclature standards.	
	(b)		Code Participant must comply with nomenclature standards in operational communications.	
	(c)		Code Participant must ensure nameplates on equipment conform to nomenclature standards.	Yes
	(d)		Code Participant must ensure drawings comply with nomenclature standards.	
	(f)		Code Participant must change numbering or nomenclature -at the request of NEMMCO.	
5.02.1	(a)-(c)	Obligation of Code Participants	Code Participant must maintain equipment in accordance with good electricity industry practice.	Yes
5.2.2	(a)	Connection Agreements	Network Service Agreement must document a Connection Agreement.	Not applicable
	(d)		Conditions of Chapter 5 prevails over Connection Agreement to the extent of inconsistencies.	Yes
5.2.3	(b)	Obligations of Network Service Provider	Network Service Providers must comply with power system performance and quality supply standards.	Yes
	(c)		Network Service Provider must notify NEMMCO on variations	Yes

Clause	Para	Clause Title	Summary	Should the Obligation be Imposed on Market Network Service Providers?
	(d)		Network Service Provider required to consult other Code Participants regarding quality of supply.	Yes
	(e)		Obligation of Network Service Provider to manage quality of supply issues.	Yes
	(f)		Obligation of Distribution and Transmission Network Service Providers to consult regarding connection implications.	Yes
	(g)		Obligation to consult NEMMCO regarding connection involving scheduled generating unit.	Yes
5.3.6	(a)-(k)	Offer to Connect	Obligation of Network Service Provider to present Offer to Connect in specified form.	No
5.3.7	(c)	Finalisation of Connection Agreements	Obligation on Network Service Provider to provide information to assist with planning approvals.	Yes
	(e)		Networks Service Provider and Code Participant to advise NEMMCO of technical details of connection agreement.	Yes
5.3.8	(c)	Provision and Use of Information	Network Service Provider must notify other party of material changes in information in a connection application.	Yes
5.4.2	(a)-(b)	Advice of Inconsistencies	Code Participant must advise Network Service Provider of inconsistencies between equipment and connection agreements.	Yes
5.4.3		Additional Information	Code Participant must provide additional information on plant or equipment.	Yes
5.4.4	(b)-(c)	Advice on Possible Non-Compliance	Network Service Provider to advise of Code Participant design deficiencies.	Yes
5.5	(b)-(c)	Access Arrangements for Generators	Network Service Provider must negotiate in good faith for access arrangements.	No
	(e)		Obligation on Network Service Provider to provide generator	No

Clause	Para	Clause Title	Summary	Should the Obligation be Imposed on Market Network Service Providers?
	(f) (h)-(j)		Access arrangements. Requirements of Network Service Provider and Generator to negotiate for services. Distribution Network Service Provider must pay amount to embedded generator.	No
5.5.a	(c)		Access arrangements for Market Network Service Provider must be negotiated with Network Service Providers.	Yes
	(d) (e)-(i)		Network Service Provider must provide Market Network Service Provider with information required for operation and access arrangements. General Market Network Service Provider obligations.	Yes Yes
5.6.1	(a)-(c) (d)	Forecasts for Connection Points to Transmission Network	Code Participant and Network Service Provider Load Forecasting Procedures for Connection Points. Requirement to Advise Relevant Code Participant of Forecast Change.	Yes Yes
5.6.2	(a)-(h) (j)-(l) (m)	Development of networks within a region	Transmission Network Service Provider and Distribution Network Service Provider (except Market Network Service Provider) must analyse operations of network and planning. Actions required prior to commitment to Augmentation Requirements to implement generation option to augmentation.	Not applicable Not applicable Not applicable
5.6.6	(e)	Application to establish new interconnectors across regions	Obligation of interconnector owner to comply with technical requirements (to the extent that an interconnector is a Network Service Provider or Market Network Service Provider).	Yes
5.7.1	(a)-(g) (j)-(k)	Right of entry and inspection	Obligations of Code Participants in respect of entry and inspection. Obligations of Code Participants in respect of goods or	Yes Yes

Clause	Para	Clause Title	Summary	Should the Obligation be Imposed on Market Network Service Providers?
			equipment left on premises.	
5.7.2	(a)-(k)	Right of Testing	Rights and obligations of Code Participants in respect of testing.	Yes
5.7.3	(a)-(c)	Tests to demonstrate compliance with connection requirements for generators.	Procedural obligations of Generators and Network Service Providers in respect of compliance testing for generating units	Yes
5.7.4	(a)-(b)	Routine testing of protection equipment	Obligation on Code Participant to co-operate with Network Service Provider in respect of protection tests, and allocation of costs for testing.	Yes
5.7.5	(a)-(b) (c)-(d) (h)-(j)	Testing by Code Participants of this is own plant requiring changes to normal operation.	Obligation of Code Participants to give notice in respect of tests requiring changes to normal operation. Obligation of Network Service Provider and Code Participant in respect of certain tests. Procedural matters in relation to certain tests by Code Participants.	Yes
5.7.6	(a)-(c) (d)-(h)	Tests of generating units requiring changes to normal operation	Procedural matters in relation to tests of generating units ordered by Network Service Provider. Obligations of Generator and Network Service Provider in respect of procedures relating to tests ordered by Network Service Provider.	Yes Yes
5.7.7	(c) (g)	inter-regional power system tests	Network Service Provider to provide notice of testing Code Participants must cooperate regarding regional network transmission network tests.	Yes Yes
5.8.1	(a)-(b)	Requirement to inspect and test equipment	Obligations of Code Participant in respect of inspection and test equipment.	Yes
5.8.2		Co-ordination during commissioning	Code Participant's requirement to develop commissioning procedures with Network Service Provider and NEMMCO.	Yes

Clause	Para	Clause Title	Summary	Should the Obligation be Imposed on Market Network Service Providers?
5.8.3	(a)-(e)	Control and protection settings for equipment	Obligations of Code Participant and Network Service Provider to negotiate equipment settings of various types.	Yes
5.8.4	(a)-(e)	Commissioning Program	Code Participant procedures in relation to development of commissioning program and obligations prior to commencement at commissioning.	Yes
5.8.5	(a)-(d)	Commissioning Program	Code Participant procedures and obligations related to commissioning tests.	Yes
5.9.2	(a)-(c)	De-commissioning procedures	Decommissioning procedures for Network Service Providers and Code Participants.	Yes
5.9.4	(a)	Involuntary disconnection	A Network Service Provider who received a direction from NEMMCO to disconnect must comply.	Yes but significant issues for Market Network Service Provider if Network Service Provider or Distribution Network Service Provider ordered to disconnect from interconnector facility.
5.09.04		Disconnection during energies	A Network Service Provider who has been directed by NEMMCO to disconnect a Code Participant during an emergency must comply with directions.	Yes
5.09.06	(a)-(b)	Obligation to reconnect	Obligation of Network Service Provider is to reconnect a Code Participant's facilities.	Yes - subject to commercial arrangements with Market Network Service Provider
Sch5.1.1		Network Performance Requirements	Network performance requirements to be applied by Network Service Providers.	Yes

Clause	Para	Clause Title	Summary	Should the Obligation be Imposed on Market Network Service Providers?
Sch5.1.2		Network Reliability	Network reliability criteria of Network Service Providers.	Yes
Sch5.1.3		Frequency Variations	Power system frequency requirements established by Network Service Providers.	Yes
Sch5.1.4		Magnitude of Power frequency voltages	Application at different power frequency voltages by Network Service Provider.	Yes
Sch5.1.5		Voltage fluctuation	Permit the variables of voltage allowed by Network Service Provider.	Yes
Sch5.1.6		Voltage harmonic or voltage notching distortion	Network Service Provider to enable effective harmonic distortion.	Yes
Sch5.1.7		Voltage unbalance	Network Service Provider to balance voltage.	Yes
Sch5.1.8		Stability criteria	Criteria to be used by Network Service Provider in planning and operation.	Yes
Sch5.1.9		Fault clearance times	Code Participants must ensure fault clearance times are achieved.	Yes
Sch5.1.10		Load shedding facilities	Network Service Provider to ensure power system load.	Not applicable
Sch5.1.12		Rating of Transmission lines and equipment	Network Service Provider must advise of maximum current permitted to flow.	Yes
Sch 5.2		Conditions for connection of Generators	Technical requirements for connection with power stations.	Yes
Sch5.3.8	(b)	Protection of generating units from power system disturbances	Network Service Provider must bear no liability for fault in the power system for the Generator's facility.	Yes
Sch 5.3.7		Voltage Fluctuations	Network Service Provider must ensure current variations are within specified limits.	Yes
Sch 5.3.8		Harmonics and voltage notching	Network Service Provider must ensure harmonic current is within specified limits and plant is capable of withstanding harmonic levels.	Yes

Clause	Para	Clause Title	Summary	Should the Obligation be Imposed on Market Network Service Providers?
Sch 5.3.9	(a)-(i)	Design Requirements for Code Participants' substations	Substations and equipment requests for Code Participants.	Yes
Sch 5.3a		Condition for connection of Market Network Services	Obligations for Market Network Service Provider who connect to transmission or distribution network.	Yes
Sch 5.3a.1		Provision of information	Market Network Service Provider must provide certain information to Network Service Provider.	Yes
Sch 5.3a.2	(a)-(b)	Technical Characteristics may be required	Market Network Service Provider must install remote monitoring and control equipment.	Yes
Sch 5.3a.3		Technical matters to be co-ordinated	Market Network Service Provider and relevant Network Service Provider must attempt to agree on various connection technical matters.	Yes
Sch 5.3a.4		Communication Equipment	Market Network Service Provider must provide communication systems to interface with Network Service Provider systems.	Yes
Sch 5.3a.5		Design Standard	Market Network Service Provider must ensure equipment standards are met.	Yes
Sch 5.3a.6		Protection Settings	Market Network Service Provider must ensure all connection to the network are adequately protected.	Yes
Sch 5.3a.9		Balancing of load currents	Market Network Service Provider must ensure current to equipment is within limits.	Yes
Sch 5.3a.10		Voltage Fluctuations	Market Network Service Provider must ensure current variations do not exceed specified limits	Yes
Sch 5.3a.11	(a)- (d)	Harmonics and voltage notching	Market Network Service Provider must ensure harmonic current level is within specified limits and plant connected is capable of withstanding harmonic levels produced.	Yes
Sch 5.3a.12	(a) - (i)	Design requirements for Market Network Service Providers substations	Market Network Service Provider must comply with substation and equipment requirements.	Yes

Clause	Para	Clause Title	Summary	Should the Obligation be Imposed on Market Network Service Providers?
Sch 5.3a.13	(a) -(b)	Market Network Service response to disturbances in the power system.	Market Network Service must be continuous during changes in frequency and voltage.	Yes
Sch 5.5		Technical details for connection	Technical parameters.	Yes
7.1.4	(a) (2)	Obligations of Market Participants to establish metering installations	Market Participant must ensure the market connection point has a registered metering installation and has entered into an Agreement in relation to that metering installation.	Yes
7.2.3	(a)	Election of a Market Participant to be responsible for providing and maintaining a metering installation	If offer of LNSP not accepted the Market Participant must enter into an agreement with a registered Metering Provider for the provision, installation and maintenance of the metering installation, and provide NEMMCO with relevant details within 10 business days.	Yes
7.2.4	(b)	Joint metering installations	Where more than one Market Participant shares a metering installation, they must agree and notify NEMMCO as to which is the responsible person.	Yes
7.2.5	(a), (b) (c) (d)	Other Responsibilities	Responsible person responsibilities - installation compliance. Responsible person responsibilities - provision of alarm monitoring feature; and notification in case of failure of critical components. Responsible person responsibilities - registration information in respect of metering installations.	Yes
7.3.1	(a)(1) - (4) (a) (5)-(7) (a) (8)	Metering installation components	Responsible person must ensure metering installation components contain device displaying cumulative total energy measured, and with electronic data transfer facilities. Responsible person must ensure metering installation components include data recording facilities. Responsible person must ensure metering installation components - include communications capability.	Yes Yes Yes

Clause	Para	Clause Title	Summary	Should the Obligation be Imposed on Market Network Service Providers?
	(a) (9)		Responsible person must ensure metering installation components include storage capability.	Yes
	(d)		The Responsible person for a metering installation must apply to the Local Network Service Provider (LNSP) for a National Metering Identifier (“NMI”) and register the NMI with NEMMCO.	Yes
	(e)		Responsible person must coordinate with other parties where installation used for additional purposes to metering.	Yes
7.3.2	(a)	Connection and Metering Point	Responsible person must ensure that requirements regarding the location of revenue metering point & check metering transformers are satisfied.	Yes
	(b)		The Market Participant, the LNSP and NEMMCO must agree to adjust data to allow for different meter and connection points (nb “best endeavours” obligation).	Yes
7.3.5	(a)	Data Collection System	Responsible person must ensure communication link to public telecommunication network is installed and maintained.	Yes
	(f)		Responsible person must ensure data formats allow access to metering data.	Yes
7.3.6	(a)-(c)	Payment for metering	Market Participant is responsible for payment of all costs associated with the metering installation. Other costs are allocated on user-pays system.	
7.4.1	(a)	Metering providers - responsibility	A Metering Provider only must carry out the installation and maintenance of metering installations.	Yes
	(b)		A Metering Provider is responsible for providing and maintaining security controls of a metering installation.	
7.4.2	(c)	Qualifications and registration of metering providers	Network Service Providers must either register as a Metering Provider or enter into agreements with one for provision of metering services.	Yes

Clause	Para	Clause Title	Summary	Should the Obligation be Imposed on Market Network Service Providers?
7.5.2	(b)	Metering register discrepancy	Correction by the responsible person.	Yes
7.6.1	(d)	Testing of metering installations - responsibility for testing	Responsible person must ensure NEMMCO has unrestrained access to the installation.	Yes
	(e)		The responsible person or NEMMCO must make test results available if required.	Yes
7.6.2	(a)(1) (2)	Actions in event of non-compliance	Responsible person must advise NEMMCO of errors detected and arrange for accuracy to be restored.	Yes
7.6.3	(b)	Audits of metering data	Code participants must liaise to resolve data discrepancies.	Yes
7.8.1	(a)	Security of metering equipment	Responsible person must ensure security.	Yes
7.8.2	(a)- (e),(g)	Security controls	Details regarding security controls which must be put in place by the Metering Provider (or responsible person in (a)).	Yes
7.8.3	(b)	Changes to metering equipment, parameters and settings	Metering Provider must implement changes to parameters and settings.	Yes
7.10		Confidentiality	Metering data and passwords are to be treated as confidential information impacts on Code Participants, Metering Providers, NSP's, customers etc.	Yes
7.11	(a)	Performance of Metering Installation	The responsible person is required to provide metering data at certain accuracy and time thresholds.	Yes
	(b)		Responsible person must repair any outage/malfunction as soon as practicable.	
	(c)		Code Participant aware of outage malfunction must advise NEMMCO as soon as possible.	
7.12.	(a)	Meter Time	Responsible person must maintain accuracy of clocks.	Yes
Sch7.2.2	(c)		Responsible person obligations where accuracy requirements cannot be achieved.	Yes

Clause	Para	Clause Title	Summary	Should the Obligation be Imposed on Market Network Service Providers?
Sch7.2.4	(a)	Check metering	Responsible person to apply check metering in accordance with specified rules.	Yes
Sch7.2.5		Resolution and accuracy of displayed or captured data	Responsible person must ensure resolution and accuracy requirements are satisfied.	Yes
Sch7.2.6.1	(a)	General design standards - design requirements	Responsible person must ensure metering installations greater than 1000 GWL incorporate certain requirements.	Yes
	(b)		Responsible person must ensure metering installations less than 1000 GWL incorporate certain requirements.	
	(c) (i)		Various design requirements which the responsible person must adhere to.	
Sch7.3.1	(a)(b)	Inspection and Testing Requirements	The Responsible person must ensure that metering equipment purchased has various approvals and has been tested to specific levels of accuracy.	Yes
	(c)(1)-(4)		Various design requirements which the responsible person must adhere to.	
	(f)		Responsible person post-test obligations.	Yes
Sch7.3.2	(b)-(d)	Notes	Technical guidelines (nb these clauses, although termed “technical guidelines”, are “musts” and “shalls”) for the responsible person.	Yes
Sch7.4.1	(a),(c),(d),(e)	Metering Provider - General	Requirements regarding registration and licensing of Metering /Providers and suitability of equipment.	Yes
Sch7.4.3	(a)-(f)	Capabilities of metering providers	Outline of capabilities eg knowledge, experience etc which must be exhibited by Metering Providers.	Yes
Sch7.5.1	(c)	Metering Register - General	All parties with access to metering data to treat it with confidentiality.	Yes

Clause	Para	Clause Title	Summary	Should the Obligation be Imposed on Market Network Service Providers?
8.2.1	(f)		Code Participants must adhere to dispute resolution procedures instead of going to court.	Yes
8.2.3		Code Participants' dispute management systems	Each Code Participant must adopt and implement a dispute management system which meets certain criteria.	Yes
8.2.4	(a)-(b)	First stage dispute resolution processes	Procedure to be observed when dispute arises between Code Participants.	Yes
8.2.5	(a)	Second stage dispute resolution processes	Procedure to be observed by Code Participants where dispute is not resolved through first stage dispute resolution processes.	Yes
	(g)		Code Participants must participate in dispute resolution process stipulated by Adviser.	
	(h)	Second stage dispute resolution processes	Complainant to let Adviser know outcome of dispute resolution process (applies to Code Participants).	
8.2.8	(a)	Cost of dispute resolution	Allocation of costs of any dispute resolution process are, unless otherwise agreed, to be borne equally by Code Participants in dispute.	Yes
8.2.9	(c)	Effect of resolution	Participant must comply with determination pursuant to dispute resolution process.	Yes
8.5.1	(a)-(b)	Enforcement - investigations	Code Participant must assist investigator and supply it with information if requested.	Yes
	(c)		Code Participant must pay cost of investigation unless otherwise determined by NECA or Tribunal.	
8.5.6	(c)	Action by NECA or NEMMCO to give effect to Tribunal orders	Code Participants must comply with a NECA or NEMMCO direction.	Yes
8.5.9	(a)	System security directions	Code Participant must follow NEMMCO direction.	Yes
	(d)		Code Participant must notify NECA of failure to comply with	

Clause	Para	Clause Title	Summary	Should the Obligation be Imposed on Market Network Service Providers?
			NEMMCO power system security direction.	
8.6.1	(a)-(c)	Confidentiality	Obligations of Code Participants to keep information confidential (nb some are “best endeavours” obligations).	
8.6.1	(d)		Transmission Network Service Provider officers cannot be associated with competitive electricity trading activities of other Code Participants.	Yes
	(e)		Transmission Network Service Provider to provide undertaking that will comply with confidentiality requirements.	Yes
8.6.3		Conditions	Conditions for permitted disclosure of confidential information by Code Participants to employees/advisers and for purposes of financial arrangements.	Yes
8.6.5		Indemnity to NECA	Indemnity to NECA and NEMMCO for Code Participants’ breach of confidentiality provisions of Code.	Yes
8.7.2	(e)	Code Participants reporting requirements and monitoring standards	Code Participants to comply with NECA’s monitoring and reporting requirements.	Yes
	(f)		Code Participant must not provide misleading or deceptive information.	
	(g)		Code Participants must pay additional reporting cost of requirements as allocated by NECA.	
8.9	(a)	Code Consultation Procedures	Procedures to ensure appropriate consultation.	

