



Victorian Energy Networks Corporation

20 March 2009

Mr Steve Rodgers
Governance Section
National Energy Market Branch
Department of Resources, Energy and Tourism
GPO Box 1564
CANBERRA ACT 2601

Ref: 269738
Contact: Peter Alberts
Phone: 03 8664 6611

Dear Mr Rodgers,

Response to the draft jurisdictional Retail Gas Market Procedures

VENCorp welcomes the opportunity to respond to the Ministerial Council of Energy (MCE)'s drafts of each jurisdictional Retail Gas Market Procedures.

VENCorp is the independent market operator for wholesale and retail gas in Victoria, and facilitates the operation of the retail markets in both Queensland and South Australia. From this perspective, VENCorp has reviewed the jurisdictional Retail Gas Market Procedures as set with the intent of moving to a consistent structure and approach where possible, across all jurisdictions.

VENCorp has identified a list of issues across all jurisdictions to be addressed relating to consistency and legibility of the Procedures, including some typographical errors. These proposed changes are outlined in Attachment 1.

The key areas identified, where the operation of the Procedures would benefit from a consistent approach are:

- Dispute Resolution (All)
- Market Audit (All)
- Confidentiality (Qld)
- AEMO Fees (Qld)
- Declared Distribution/Transmission System - definitions (Vic)
- Host Retailer – definition (Vic)
- Gas Interface Protocol (Vic/Qld)

In addition the Victorian Procedures retained a clause dealing with "Disconnection Reads" which has been redundant for since FRC start, and was missed in the initial review.

Should you have any questions regarding this submission, please do not hesitate to contact Peter Alberts on 03 8664 6611.

Yours sincerely,

A handwritten signature in blue ink, appearing to read 'John Howarth', is written over a light blue horizontal line.

John Howarth
General Manager, Strategy and Development

VENCorp's review and feedback on AEMO Retail Gas Market Procedures

VC Ref No.	Priority Score ¹	Jurisdiction	Clause	Current Procedure Wording	Reasoning	Proposed Procedure Wording (Note: Additions written in Blue, Deletions written in Red)
1	5	Qld	1.8	AEMO Fees	Not required	Delete to be consistent with other Procedures. Please see NGL Div 5, 91 E and NGR 135C – 135CA
2	5	Vic	1.4	Nil.	Addition for the avoidance of doubt	The AEMO confidentiality is defined in: NGL Div 7, Sub 1, 91G The Service Providers is defined in: NGR rule 138A VENCorp would prefer that either the Qld or SA provisions are inserted into the Vic and NSW/ACT Procedures.
3	5	Qld	1.10	Dispute Resolution	Not required	Delete to be consistent with Vic, NSW/ACT and SA. This is covered under NGR Div 3, 135H to 135HH.
4	5	Vic	Definition	<i>Declared Distribution System</i>	Avoidance of Doubt	At this point in time it is unclear where the Declared Wholesale Market and its terms are defined. This can be resolved through a definition being provided to say where and how the declaration is made. Note: There is a defined term in the Procedures for 'Transmission System Service Provider' that can be used as an example. Please also take into account the definitions used in the Declared Wholesale Market Rules.
5	5	Vic	Definition	<i>Declared Transmission System</i>	Avoidance of Doubt	At this point in time it is unclear where the Declared Wholesale Market and its terms are defined. This can be resolved through a definition being provided to say where and how the declaration is made. Note: There is a defined term in the Procedures for 'Transmission System Service Provider' that can be used as an example. Please also take into account the definitions used in the Declared Wholesale Market Rules.
6	5	Vic	1.1.1	<i>host Retailer</i> means a declared host retailer as defined in Part [X] of the Rules.		This term should be updated so that it is consistent with the Declared Wholesale Market Rules. Throughout the Procedures it should be known as <i>declared host Retailer</i> . The clauses to be updated should be: 1.1.1 complete Customer listing 1.1.1 non-host Retailer 1.1.1 RoLR (Retailer of Last Resort) 1.1.1 second tier supply point 4.1.1 Transfer Request 5.1.1(b) Creation, Maintenance and Administration 5.1.1(c)(ii) Creation, Maintenance and Administration 6.1.1 Retailer of Last Resort Procedure 6.1.3 Retailer of Last Resort Procedure 6.1.4 Retailer of Last Resort Procedure 6.1.5(d) Retailer of Last Resort Procedure 6.1.6 Retailer of Last Resort Procedure 6.1.7 Retailer of Last Resort Procedure
7	5	Declared Wholesale Market	Definition	<i>declared host Retailer</i> means, in respect of a declared distribution system, the declared host retailer designated under legislation of the adoptive jurisdiction.	Incorrectly removed from existing	The definition currently in the MSOR refers to ACNs of specific companies, which form the declared host retailer and their relevant distribution network. VENCorp believes that these definitions need to be present in the Declared Wholesale Market Rules, as it is imperative to the fundamental design of both the wholesale and retail markets. However, should the need arise to remove these ACNs from the Declared Wholesale Market Rules, VENCorp would need to ensure that an appropriate definition exists in the Victorian specific legislation covering this topic.
8	5	Vic	1.1.1	<i>non-host Retailer</i>		As per above, should be changed to <i>non-declared host Retailer</i> .
9	5	Vic	Nil.	Currently no existing requirement to Audit compliance with retail procedures.	Consistency	The AEMO Board will want to ensure it as an organisation is compliant with its obligations, however, a prescriptive obligation in the Procedures may add unnecessary cost and inflexibility. VENCorp suggests a generic set of requirements that allows AEMO to consult with stakeholders on the need and scope of Audits of AEMO's compliance with procedures. Please note that the terms relating to participants have been changed to match each jurisdiction.

¹ Priority Score is as follows: 5 = Critical, 4 = Significant, 3 = Material, 2 = Minimal Consequence (typos), 1 = Nice to have

VENCorp's review and feedback on AEMO Retail Gas Market Procedures

VC Ref No.	Priority Score ¹	Jurisdiction	Clause	Current Procedure Wording	Reasoning	Proposed Procedure Wording (Note: Additions written in Blue, Deletions written in Red)
						Suggested wording below. Add new clauses: 1.7 Audit 1.7.1 AEMO may appoint independent auditor <i>AEMO may at any time appoint an independent, appropriately qualified auditor to undertake an audit of AEMO's compliance to the Procedures.</i> 1.7.2 AEMO must consider the necessity of an audit <i>In September of each year AEMO after consulting with Market Participants and Distributors, must consider the scope and need to undertake an audit under clause 1.7.1.</i>
10	5	Qld	1.12	1.12 Market audit (a) <i>AEMO must arrange for a Review to be conducted at least annually by a Market Auditor.</i> (b) <i>AEMO shall appoint a Market Auditor who in AEMO's reasonable opinion is independent and suitably qualified to conduct the required Review.</i> (c) <i>The Review must examine compliance by AEMO with its processes and the effectiveness and appropriateness of systems utilised in the operation of any activities as set out in or contemplated by the Procedures, including but not limited to:</i> (i) <i>AEMO business processes;</i> (ii) <i>AEMO's compliance processes and compliance with the Procedures;</i> (iii) <i>IT Controls, including software management and business continuity;</i> (iv) <i>integrity of the AEMO meter register; and</i> (v) <i>profiling processes and systems;</i> (vi) <i>billing and information systems (balancing process).</i> (d) <i>AEMO must establish and implement a consultative process that enables Retailers and Distributors to provide input into the development of the scope of the Review on an annual basis.</i> (e) <i>AEMO must ensure that the person who conducts the Review prepares a report in which the results of the Review are set out.</i> (f) <i>The report prepared by the Market Auditor in accordance with clause 1.12(e) must be made available by AEMO to Retailers, the AER and Distributors on request.</i>	Consistency	The AEMO Board will want to ensure it as an organisation is compliant with its obligations, however, a prescriptive obligation in the Procedures may add unnecessary cost and inflexibility. VENCORP suggests a generic set of requirements that allows AEMO to consult with stakeholders on the need and scope of Audits of AEMO's compliance with procedures. Please note that the terms relating to participants have been changed to match each jurisdiction. For consistency suggest the deletion of existing clause. Replace with the following. 1.12 Audit 1.12.1 AEMO may appoint independent auditor <i>AEMO may at any time appoint an independent, appropriately qualified auditor to undertake an audit of AEMO's compliance to the Procedures.</i> 1.12.2 AEMO must consider the necessity of an audit <i>In September of each year AEMO after consulting with Retailers and Distributors, must consider the scope and need to undertake an audit under clause 1.12.1.</i>
11	5	SA	Part 7.2	Part 7.2– Audit 350. There is no clause 350. 351. Audit of AEMO (1) <i>AEMO must appoint an auditor, by having regard to clause 353, to undertake a negative assurance audit of AEMO's compliance with the following parts of these Procedures: Part 2.1, Part 2.2, Part 2.3, Part 3.1, Part 3.3, Part 3.5, Part 3.6, Part 5.5, Part 5.6, Part 5.7, Part 5.8, Part 5.10, Part 5.11, Part 5.12 in accordance with clause 351(1A) to (3).</i> (1A) <i>A negative assurance audit under clause 351(1) may cover some or all of the Parts of the Procedures listed in clause 351(1), provided that at least once every 3 years, each Part of the Procedures listed in clause 351(1) is subject to a negative assurance audit covering 12 consecutive months within that 3 year period.</i> {Note: the first 3 year period starts from the commencement of these Procedures and ends 3 years thereafter. The next 3 year period starts immediately on completion of this first 3 year period and so on.} (2) <i>AEMO may determine, in consultation with participants, the extent and scope of a negative assurance audit to be undertaken under clause 351(1).</i> (3) <i>AEMO must:</i> (a) <i>ensure that the auditor conducts any negative assurance audit in accordance with this Part 7.2; and</i> (b) <i>obtain the auditor's final report of its findings within 3 months after the end of the period to which the negative assurance audit relates.</i> 352. Audit of network operator's metering responsibilities	Consistency	The AEMO Board will want to ensure it as an organisation is compliant with its obligations, however, a prescriptive obligation in the Procedures may add unnecessary cost and inflexibility. VENCORP suggests a generic set of requirements that allows AEMO to consult with stakeholders on the need and scope of Audits of AEMO's compliance with procedures. Please note that the terms relating to participants have been changed to match each jurisdiction. For consistency suggest the deletion and modification of existing clauses as per the following. Part 7.2– Audit 350. There is no clause 350. 351. Audit of AEMO (1) AEMO must appoint an auditor, by having regard to clause 353, to undertake a negative assurance audit of AEMO's compliance with the following parts of these Procedures: Part 2.1, Part 2.2, Part 2.3, Part 3.1, Part 3.3, Part 3.5, Part 3.6, Part 5.5, Part 5.6, Part 5.7, Part 5.8, Part 5.10, Part 5.11, Part 5.12 in accordance with clause 351(1A) to (3). (1A) A negative assurance audit under clause 351(1) may cover some or all of the Parts of the Procedures listed in clause 351(1), provided that at least once every 3 years, each Part of the Procedures listed in clause 351(1) is subject to a negative assurance audit covering 12 consecutive months within that 3 year period. {Note: the first 3 year period starts from the commencement of these Procedures and ends 3 years thereafter. The next 3 year period starts immediately on completion of this first 3 year period and so on.}

VENCorp's review and feedback on AEMO Retail Gas Market Procedures

VC Ref No.	Priority Score ¹	Jurisdiction	Clause	Current Procedure Wording	Reasoning	Proposed Procedure Wording (Note: Additions written in Blue, Deletions written in Red)
				<p>(1) For each calendar year, each <i>network operator</i> must appoint an <i>auditor</i>, having regard to clause 353, to undertake a <i>negative assurance</i> audit of the <i>network operator's</i> compliance during the year with clauses 62, 153, 156, 160(1)(j) and 169.</p> <p>(2) A <i>network operator</i> must:</p> <p>(a) ensure that the <i>negative assurance audit</i> is conducted in accordance with this Part 7.2; and</p> <p>(b) provide the <i>auditor's</i> final report of its findings to AEMO within 3 months after the end of the year to which the <i>negative assurance audit</i> relates.</p> <p>(3) Clause 352 will <i>not</i> apply when an <i>ESCOSA</i> code relating to <i>network operator</i> audits is finalised.</p> <p>353. Auditor's qualifications etc An <i>auditor</i> appointed under this Part 7.2 must have sufficient qualifications, resources, professional skill and experience to enable it to undertake the audit for which it is appointed.</p> <p>354. Auditor's conflict of interest (1) In this clause 354, but subject to clause 354(4), the term "conflict of interest" includes, but is not limited to:</p> <p>(a) the holding of any office; or</p> <p>(b) the entering into, or giving effect to, any contract, arrangement, understanding or relationship, by an <i>auditor</i> or any of its directors, officers, servants or agents whereby, directly or indirectly, duties or interests are or might be created for the <i>auditor</i> or any of the <i>auditor's</i> directors, officers, servants or agents which conflict, or might reasonably be expected to conflict, with any one or more of:</p> <p>(c) the <i>auditor's</i> duties in conducting an audit under this Part 7.2; or</p> <p>(d) the interests of AEMO; or</p> <p>(e) the interests of a <i>participant</i>.</p> <p>(2) A person required by this Part 7.2 to appoint an <i>auditor</i> must ensure that the <i>auditor</i>:</p> <p>(a) before commencing any audit, and in any audit report, provides full disclosure of all actual or potential <i>conflicts of interest</i>;</p> <p>(b) at all times has in operation effective procedures to detect any actual or potential <i>conflict of interest</i> which arises during the course of the audit; and</p> <p>(c) forthwith <i>notifies</i> the person who appointed the <i>auditor</i> of any actual or potential <i>conflict of interest</i> which arises during the course of the audit, and of any non-compliance with this clause 354.</p> <p>(3) A person required by this Part 7.2 to appoint an <i>auditor</i> must not appoint an <i>auditor</i>, or having appointed an <i>auditor</i> must terminate the appointment, if the person becomes aware of an actual or potential <i>conflict of interest</i> in the <i>auditor</i> which might reasonably be expected to materially adversely affect the <i>auditor's</i> independence and impartiality or the performance of its duties.</p> <p>{Note: Examples of when an actual or potential <i>conflict of interest</i> in an <i>auditor</i> might reasonably be expected to materially adversely affect the <i>auditor's</i> independence and impartiality or the performance of its duties, would be if the <i>auditor</i> is the person who designed the relevant systems.}</p> <p>(4) An <i>auditor</i> appointed to conduct an audit under this Part 7.2 is not to be taken to have a <i>conflict of interest</i> merely because it has previously been appointed to conduct an audit under this Part 7.2, or because it carries out other audit duties for a <i>participant</i>.</p> <p>355. Terms of auditor's retainer Except as stated in clause 356, the terms of retainer of an <i>auditor</i> appointed under this Part 7.2 (including regarding remuneration, expenses, insurances and liability) are to be agreed between the <i>auditor</i> and the person required by this Part 7.2 to appoint the <i>auditor</i>.</p> <p>356. Confidentiality (1) A person required by this Part 7.2 to appoint an <i>auditor</i> must ensure that the <i>auditor</i> enters into a deed of undertaking substantially in the form set out in Appendix 4, but that deed</p>		<p>(2) AEMO may determine, in consultation with participants, the extent and scope of a negative assurance audit to be undertaken under clause 351(1).</p> <p>(3) AEMO must:</p> <p>(a) ensure that the auditor conducts any negative assurance audit in accordance with this Part 7.2; and</p> <p>(b) obtain the auditor's final report of its findings within 3 months after the end of the period to which the negative assurance audit relates.</p> <p>Replace with :</p> <p>351. AEMO may appoint independent auditor AEMO may at any time appoint an independent, appropriately qualified auditor to undertake an audit of AEMO's compliance to the <i>Procedures</i>.</p> <p>Insert new:</p> <p>351A. AEMO must consider the necessity of an audit In September of each year AEMO after consulting with <i>Participants</i>, must consider the scope and need to undertake an audit under clause 351.</p> <p>Modify as follows</p> <p>352. Audit of network operator's metering responsibilities (1) For each calendar year, each <i>network operator</i> must appoint an <i>auditor</i>, having regard to clause 353, to undertake a <i>negative assurance</i> audit of the <i>network operator's</i> compliance during the year with clauses 62, 153, 156, 160(1)(j) and 169.</p> <p>(2) A <i>network operator</i> must:</p> <p>(a) ensure that the <i>negative assurance audit</i> is conducted in accordance with this Part 7.2; and</p> <p>(b) provide the <i>auditor's</i> final report of its findings to AEMO within 3 months after the end of the year to which the <i>negative assurance audit</i> relates.</p> <p>(3) Clause 352 will <i>not</i> apply when an <i>ESCOSA</i> code relating to <i>network operator</i> audits is finalised.</p> <p>353. Auditor's qualifications etc An <i>auditor</i> appointed under this Part 7.2 clause 352 must have sufficient qualifications, resources, professional skill and experience to enable it to undertake the audit for which it is appointed.</p> <p>354. Auditor's conflict of interest (1) An auditor appointed under this Part 7.2 clause 352 and in this clause 354, but subject to clause 354(4), the term "conflict of interest" includes, but is not limited to:</p> <p>(a) the holding of any office; or</p> <p>(b) the entering into, or giving effect to, any contract, arrangement, understanding or relationship, by an <i>auditor</i> or any of its directors, officers, servants or agents whereby, directly or indirectly, duties or interests are or might be created for the <i>auditor</i> or any of the <i>auditor's</i> directors, officers, servants or agents which conflict, or might reasonably be expected to conflict, with any one or more of:</p> <p>(c) the <i>auditor's</i> duties in conducting an audit under this Part 7.2 clause 352; or</p> <p>(d) the interests of AEMO; or</p> <p>(e) the interests of a <i>participant</i>.</p> <p>(2) A person required by this Part 7.2 clause 352 to appoint an <i>auditor</i> must ensure that the <i>auditor</i>:</p> <p>(a) before commencing any audit, and in any audit report, provides full disclosure of all actual or potential <i>conflicts of interest</i>;</p> <p>(b) at all times has in operation effective procedures to detect any actual or potential <i>conflict of interest</i> which arises during the course of the audit; and</p> <p>(c) forthwith <i>notifies</i> the person who appointed the <i>auditor</i> of any actual or potential <i>conflict of interest</i> which arises during the course of the audit, and of any non-compliance with this clause 354.</p> <p>(3) A person required by this Part 7.2 clause 352 to appoint an <i>auditor</i> must not appoint an <i>auditor</i>, or having appointed an <i>auditor</i> must terminate the appointment, if the person becomes aware of an actual or potential <i>conflict of interest</i> in the <i>auditor</i> which might reasonably be expected to materially adversely affect the <i>auditor's</i> independence and impartiality or the performance of its duties.</p> <p>{Note: Examples of when an actual or potential <i>conflict of interest</i> in an <i>auditor</i> might reasonably be expected to materially adversely affect the <i>auditor's</i> independence and impartiality or the performance of its duties, would be if the <i>auditor</i> is the person who designed the relevant systems.}</p>

VENCorp's review and feedback on AEMO Retail Gas Market Procedures

VC Ref No.	Priority Score ¹	Jurisdiction	Clause	Current Procedure Wording	Reasoning	Proposed Procedure Wording (Note: Additions written in Blue, Deletions written in Red)
				<p>remains subject to clause 356(2).</p> <p>(2) To the extent that disclosure by an <i>auditor</i> of any information or matter regarding a material non-compliance by a <i>participant</i> or AEMO is reasonably necessary for the <i>auditor</i> to report on the material non-compliance, the <i>participant</i> or AEMO (as the case may be) by this clause:</p> <p>(a) waives all of its rights to require that the <i>auditor</i> keep the information or matter confidential; and</p> <p>(b) authorises disclosure by the <i>auditor</i> of the information or matter in accordance with this Part 7.2.</p> <p>357. Participants, AEMO, pipeline operators and prescribed persons must cooperate with auditor</p> <p>(1) A person being audited under clauses 350, 351 or 352 must cooperate with and provide all reasonable assistance to an <i>auditor</i> appointed under this Part 7.2.</p> <p>(2) Without limiting clause 357(1), a person being audited under clauses 350, 351 or 352 must comply without delay with any request by the <i>auditor</i> for the purpose of conducting an audit under this Part 7.2 for the person:</p> <p>(a) to deliver to the <i>auditor</i> specified documents or records; and</p> <p>(b) to permit the <i>auditor</i>:</p> <p>(i) to access the its premises during a <i>business day</i>; and</p> <p>(ii) to take copies of its records.</p> <p>(3) Each of a <i>participant</i>, AEMO, <i>pipeline operator</i> and <i>prescribed person</i> who is not being audited under clauses 350, 351 or 352 must cooperate with and provide reasonable assistance to an <i>auditor</i> appointed under this Part 7.2.</p> <p>(4) As a pre-condition to cooperating and providing assistance under clause 357(3), a person may request to be identified as a covenantee under a deed executed under clause 356(1).</p> <p>358. Audit report</p> <p>A person required by this Part 7.2 to appoint an <i>auditor</i> must ensure that the <i>auditor's</i> report of a <i>negative assurance audit</i> under this Part 7.2 at least:</p> <p>(a) provides reasonable detail regarding the <i>auditor's</i> investigations and methodology; and</p> <p>(b) details any material restrictions or deficiencies in the <i>auditor's</i> access to or use of relevant documents or records; and</p> <p>(c) without limiting clause 358(b), details the circumstances of any non-compliance by a <i>participant</i> or AEMO with clause 357, in respect of the <i>negative assurance audit</i>; and</p> <p>(d) complies with the deed of undertaking under clause 356(1); and</p> <p>(e) makes all disclosures required under clause 354(2)(a); and</p> <p>(f) either:</p> <p>(i) states that the <i>negative assurance audit</i> did not disclose non-compliance; or</p> <p>(ii) provides details of each breach, non-compliance or other circumstance which prevents a statement under clause 358(f)(i) being made.</p> <p>359. Level of Audit</p> <p>(1) In this clause 359, "level" means the degree of rigour with which a <i>negative assurance audit</i> is undertaken, including the size and nature of any sample used and the extent, if any, to which the sample is representative.</p> <p>(2) The person who appoints an <i>auditor</i> under this Part 7.2 ("appointor") and the appointed <i>auditor</i> are to agree the <i>level</i> of the <i>negative assurance audit</i>.</p> <p>(3) Each <i>appointor</i> must ensure that the intensity of the <i>negative assurance audit</i> is adequate and reasonable having regard to:</p> <p>(a) the requirements set out in this Part 7.2; and</p> <p>(b) the need for the <i>level</i> to be sufficient for the <i>auditor</i> as a <i>reasonable and prudent person</i> to state that the <i>negative assurance audit</i> did not disclose non-compliance; and</p> <p>(c) the objective that where possible, <i>participants</i> are to seek to minimise the <i>costs</i> of participating in the gas retail market and to achieve the best possible cost-benefit mix; and</p> <p>(d) the objective that a <i>negative assurance audit</i> is normally designed to verify that systems and processes are functioning correctly.</p>		<p>its duties, would be if the <i>auditor</i> is the person who designed the relevant systems.}</p> <p>(4) An <i>auditor</i> appointed to conduct an audit under this Part 7.2 clause 352 is not to be taken to have a <i>conflict of interest</i> merely because it has previously been appointed to conduct an audit under this Part 7.2 clause 352, or because it carries out other audit duties for a <i>participant</i>.</p> <p>355. Terms of auditor's retainer</p> <p>Except as stated in clause 356, the terms of retainer of an <i>auditor</i> appointed under this Part 7.2 clause 352 (including regarding remuneration, expenses, insurances and liability) are to be agreed between the <i>auditor</i> and the person required by this Part 7.2 clause 352 to appoint the <i>auditor</i>.</p> <p>356. Confidentiality</p> <p>(1) A person required by this Part 7.2 clause 352 to appoint an <i>auditor</i> must ensure that the <i>auditor</i> enters into a deed of undertaking substantially in the form set out in Appendix 4, but that deed remains subject to clause 356(2).</p> <p>(2) To the extent that disclosure by an <i>auditor</i> of any information or matter regarding a material non-compliance by a <i>participant</i> or AEMO is reasonably necessary for the <i>auditor</i> to report on the material non-compliance, the <i>participant</i> or AEMO (as the case may be) by this clause:</p> <p>(a) waives all of its rights to require that the <i>auditor</i> keep the information or matter confidential; and</p> <p>(b) authorises disclosure by the <i>auditor</i> of the information or matter in accordance with this Part 7.2 clause 352.</p> <p>357. Participants, AEMO, pipeline operators and prescribed persons must cooperate with auditor</p> <p>(1) A person being audited under clauses 350, 351 or 352 must cooperate with and provide all reasonable assistance to an <i>auditor</i> appointed under this Part 7.2 clause 352.</p> <p>(2) Without limiting clause 357(1), a person being audited under clauses 350, 351 or 352 must comply without delay with any request by the <i>auditor</i> for the purpose of conducting an audit under this Part 7.2 clause 352 for the person:</p> <p>(a) to deliver to the <i>auditor</i> specified documents or records; and</p> <p>(b) to permit the <i>auditor</i>:</p> <p>(i) to access the its premises during a <i>business day</i>; and</p> <p>(ii) to take copies of its records.</p> <p>(3) Each of a <i>participant</i>, AEMO, <i>pipeline operator</i> and <i>prescribed person</i> who is not being audited under clauses 350, 351 or 352 must cooperate with and provide reasonable assistance to an <i>auditor</i> appointed under this Part 7.2 clause 352.</p> <p>(4) As a pre-condition to cooperating and providing assistance under clause 357(3), a person may request to be identified as a covenantee under a deed executed under clause 356(1).</p> <p>358. Audit report</p> <p>A person required by this Part 7.2 clause 352 to appoint an <i>auditor</i> must ensure that the <i>auditor's</i> report of a <i>negative assurance audit</i> under this Part 7.2 clause 352 at least:</p> <p>(a) provides reasonable detail regarding the <i>auditor's</i> investigations and methodology; and</p> <p>(b) details any material restrictions or deficiencies in the <i>auditor's</i> access to or use of relevant documents or records; and</p> <p>(c) without limiting clause 358(b), details the circumstances of any non-compliance by a <i>participant</i> or AEMO with clause 357, in respect of the <i>negative assurance audit</i>; and</p> <p>(d) complies with the deed of undertaking under clause 356(1); and</p> <p>(e) makes all disclosures required under clause 354(2)(a); and</p> <p>(f) either:</p> <p>(i) states that the <i>negative assurance audit</i> did not disclose non-compliance; or</p> <p>(ii) provides details of each breach, non-compliance or other circumstance which prevents a statement under clause 358(f)(i) being made.</p> <p>359. Level of Audit</p> <p>(1) In this clause 359, "level" means the degree of rigour with which a <i>negative assurance audit</i> is undertaken, including the size and nature of any sample used and the extent, if any, to which the sample is representative.</p> <p>(2) The person who appoints an <i>auditor</i> under this Part 7.2 clause 352 ("appointor") and the appointed</p>

VENCorp's review and feedback on AEMO Retail Gas Market Procedures

VC Ref No.	Priority Score ¹	Jurisdiction	Clause	Current Procedure Wording	Reasoning	Proposed Procedure Wording (Note: Additions written in Blue, Deletions written in Red)
				<p>(4) A <i>participant</i> or AEMO may challenge the adequacy or <i>level</i> of a <i>negative assurance audit</i> conducted under this Part 7.2 by referring a matter to AEMO under clause 325.</p> <p>360. AEMO's audit summary report</p> <p>(1) For each calendar year, AEMO must produce a report, after consulting with the <i>participant</i> regarding the content of the report, within 4 months after the end of the calendar year which:</p> <p>(a) details all significant instances of non-compliance identified in each of the <i>auditor's</i> reports produced under this Part 7.2; and</p> <p>(b) details any action that has been taken or is proposed in respect of each instance of noncompliance identified under clause 360(1)(a).</p> <p>(2) AEMO's <i>report</i> under clause 360(1) must as far as practicable be consistent with making adequate disclosure, not disclose details of matters expressly identified to it by a <i>participant</i> during the consultation under clause 360(1) as comprising the <i>participant's</i> intellectual property, marketing systems, information technology or otherwise being confidential or commercially sensitive information.</p>		<p><i>auditor</i> are to agree the <i>level</i> of the <i>negative assurance audit</i>.</p> <p>(3) Each <i>appointor</i> must ensure that the intensity of the <i>negative assurance audit</i> is adequate and reasonable having regard to:</p> <p>(a) the requirements set out in this Part 7.2; and</p> <p>(b) the need for the <i>level</i> to be sufficient for the <i>auditor</i> as a <i>reasonable and prudent person</i> to state that the <i>negative assurance audit</i> did not disclose non-compliance; and</p> <p>(c) the objective that where possible, <i>participants</i> are to seek to minimise the <i>costs</i> of participating in the gas retail market and to achieve the best possible cost-benefit mix; and</p> <p>(d) the objective that a <i>negative assurance audit</i> is normally designed to verify that systems and processes are functioning correctly.</p> <p>(4) A <i>participant</i> or AEMO may challenge the adequacy or <i>level</i> of a <i>negative assurance audit</i> conducted under this Part 7.2 by referring a matter to AEMO under clause 325.</p> <p>360. AEMO's audit summary report</p> <p>(1) For each calendar year, AEMO must produce a report, after consulting with the participant regarding the content of the report, within 4 months after the end of the calendar year which:</p> <p>(a) details all significant instances of non-compliance identified in each of the auditor's reports produced under this Part 7.2; and</p> <p>(b) details any action that has been taken or is proposed in respect of each instance of non-compliance identified under clause 360(1)(a).</p> <p>(2) AEMO's report under clause 360(1) must as far as practicable be consistent with making adequate disclosure, not disclose details of matters expressly identified to it by a participant during the consultation under clause 360(1) as comprising the participant's intellectual property, marketing systems, information technology or otherwise being confidential or commercially sensitive information.</p>
12	5	NSW	35	<p>35. AUDIT OF AEMO'S FUNCTIONS UNDER THE PROCEDURES</p> <p>35.1 AEMO may appoint independent auditor</p> <p>AEMO may at any time appoint an independent, appropriately qualified person to undertake a negative assurance audit of the compliance by any or all of the <i>registry operator</i>, the <i>data estimation entity</i> and the <i>participant imbalance manager</i> with some or all of the obligations of the entity or entities (as the case may be) under the <i>Procedures</i>.</p> <p>35.2 AEMO must consider necessity of negative assurance audit</p> <p>At least once every 12 months AEMO must consider appointing a person to undertake a negative assurance audit under clause 35.1.</p> <p>35.3 Terms of auditor's retainer</p> <p>(1) Subject to clause 35.3(2), the terms of retainer of an auditor appointed under clause 35.1 (including regarding remuneration, expenses, insurance and liability) are to be agreed between the auditor and AEMO.</p> <p>(2) AEMO must ensure that the auditor appointed under clause 35.1 provides a report of the negative assurance audit that at least:</p> <p>(a) provides reasonable detail regarding the auditor's investigations and methodology; and</p> <p>(b) either:</p> <p>(i) states that the negative assurance audit did not disclose noncompliance;</p> <p>or</p> <p>(ii) provides details of each breach, non-compliance or other circumstance which prevents a statement under clause 35.3(2)(b)(i) being made.</p> <p>35.4 Auditor's report</p> <p>AEMO must make a copy of an auditor's report provided under clause 35.3 available to a <i>market participant</i> upon request</p>	Consistency	<p>The AEMO Board will want to ensure it as an organisation is compliant with its obligations, however, a prescriptive obligation in the Procedures may add unnecessary cost and inflexibility. VENCorp suggests a generic set of requirements that allows AEMO to consult with stakeholders on the need and scope of Audits of AEMO's compliance with procedures. Please note that the terms relating to participants have been changed to match each jurisdiction.</p> <p>For consistency suggest the deletion of existing clause. Replace with the following:</p> <p>35. AUDIT OF AEMO'S FUNCTIONS UNDER THE PROCEDURES</p> <p>35.1 AEMO may appoint independent auditor</p> <p>AEMO may at any time appoint an independent, appropriately qualified person to undertake a negative assurance audit of the compliance by any or all of the registry operator, the data estimation entity and the participant imbalance manager with some or all of the obligations of the entity or entities (as the case may be) under the Procedures.</p> <p>35.2 AEMO must consider necessity of negative assurance audit</p> <p>At least once every 12 months AEMO must consider appointing a person to undertake a negative assurance audit under clause 35.1.</p> <p>35.3 Terms of auditor's retainer</p> <p>(1) Subject to clause 35.3(2), the terms of retainer of an auditor appointed under clause 35.1 (including regarding remuneration, expenses, insurance and liability) are to be agreed between the auditor and AEMO.</p> <p>(2) AEMO must ensure that the auditor appointed under clause 35.1 provides a report of the negative assurance audit that at least:</p> <p>(a) provides reasonable detail regarding the auditor's investigations and methodology; and</p> <p>(b) either:</p> <p>(i) states that the negative assurance audit did not disclose noncompliance;</p> <p>or</p> <p>(ii) provides details of each breach, non-compliance or other circumstance which prevents a statement under clause 35.3(2)(b)(i) being made.</p> <p>35.4 Auditor's report</p> <p>AEMO must make a copy of an auditor's report provided under clause 35.3 available to a market participant upon request</p>

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VC Ref No.	Priority Score ¹	Jurisdiction	Clause	Current Procedure Wording	Reasoning	Proposed Procedure Wording (Note: Additions written in Blue, Deletions written in Red)
						Add the following: 35 Audit 35.1 AEMO may appoint independent auditor <i>AEMO may at any time appoint an independent, appropriately qualified auditor to undertake an audit of AEMO's compliance to the Procedures.</i> 35.2 AEMO must consider the necessity of an audit <i>In September of each year AEMO after consulting with market participants, must consider the scope and need to undertake an audit under clause 35.1.</i>
13	5	Vic	1.2.2	The <i>Gas Interface Protocol</i> may only be amended by <i>AEMO</i> undertaking one of the following consultative procedures: (a) the standard consultative procedure; (b) the expedited consultative procedure; or (c) the extended consultative procedure.	Currently inconsistent with draft NGR	There are only two means under the Rules to change the Procedures. Please delete existing clause and insert the following: The <i>Gas Interface Protocol</i> may only be amended by <i>AEMO</i> undertaking one of the following consultative procedures: (a) the standard consultative ordinary process for making procedures, as described in the <i>Rules 135EE</i> ; or (b) the expedited consultative procedure process for making procedures, as described in the <i>Rules 135EF</i> .
14	5	Qld	1.6.2	(a) <i>AEMO</i> in consultation with <i>Retailers</i> , <i>Distributors</i> and the <i>AER</i> , must establish a process for amendment of the <i>Gas Interface Protocol</i> and must <i>publish</i> the process on the <i>AEMO</i> website. (b) Any amendments to the <i>Gas Interface Protocol</i> may only be made by <i>AEMO</i> after undertaking such consultation in relation to the proposed amendment as is required in accordance with the approved process. Such amendments will only come into effect on the date of their publication on <i>AEMO</i> 's website or such later date as is specified by <i>AEMO</i> on its website in relation to those amendments.	Consistency with Vic and SA	There are only two means under the Rules to change the Procedures. Please delete existing clause and insert the following: The <i>Gas Interface Protocol</i> may only be amended by <i>AEMO</i> undertaking one of the following consultative procedures: (a) the ordinary process for making procedures, as described in the <i>Rules 135EE</i> ; or (b) the expedited process for making procedures, as described in the <i>Rules 135EF</i> .
15	5	Vic	2.2.5	Disconnection Reads Where a <i>Retailer</i> reads a <i>meter</i> relating to a <i>distribution supply point</i> which is located in the <i>distribution area</i> of a <i>Distributor</i> in the course of plugging or disconnecting that <i>meter</i> : (a) the <i>Retailer</i> must use its best endeavours to notify the <i>Distributor</i> that it has plugged or disconnected that <i>meter</i> , and to provide the <i>Distributor</i> with the following information: (i) the day on which the <i>meter</i> was read, and (ii) the <i>meter reading</i> , by 5.00 pm on the first <i>business day</i> following the day on which the <i>meter</i> was read, and (b) the <i>Distributor</i> must include: (i) the information that the <i>meter</i> has been plugged or disconnected in its <i>MIRN database</i> ; and (ii) the <i>meter reading</i> (identified as a disconnection reading) in its <i>meter data database</i> .	No longer applies in Victoria.	VENCorp strongly recommends that this be deleted, as the function of a retailer disconnecting meters is no longer available. This was a provision to manage the initial transfer of meter reading and disconnection management from the Retailers to the Distribution Businesses. Disconnection of meters is now handled by the distribution businesses and is covered under clause 2.9 of the Procedures.
16	4	Vic	Chap 5	Chapter 5 – Customer Data Rules		Should say: Chapter 5 – Customer Data Rules Process
17	4	Vic	Chap 6	Chapter 6 – Retailer of Last Resort Rules		Should say: Chapter 6 – Retailer of Last Resort Rules Process
18	4	All	All	As written	Update terms with cross references	Please update the Procedures to include the Rule and Law references. Eg. Documents currently state “Part [X] of the <i>Rules</i> ”

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19	4	Qld	6.4.1	As written	Rule change submission currently pending and is with QCA for approval, and will be in place prior to 1 July 2009.	<p>Note: The inclusions that have been sent to QCA have "the GRMO", but here, we have replaced them with "AEMO".</p> <p>6.4.1 Provision of Aggregated Injections to the GRMO by Retailers</p> <p>(a) Each <i>Retailer</i> must provide their <i>aggregated injections</i> to each <i>distribution region</i> and <i>withdrawal zone</i> for each <i>gas day</i> as required by the <i>AEMO</i> for <i>balancing</i> purposes and for which the <i>AEMO</i> has <i>published</i> the required <i>MIRN's</i> under clause 6.2.3(b).</p> <p>(b) Each <i>Retailer</i> must use reasonable endeavours to provide their <i>aggregated injections</i> to the <i>AEMO</i> by:</p> <p>(i) 5.00 pm on the tenth <i>business day</i> after the end of each <i>billing period</i> and covering the <i>aggregated injections</i> for all <i>gas days</i> in that <i>billing period</i> as a <i>final extract</i>;</p> <p>(ii) 5.00 pm on the fifth <i>business day</i> before the end of the calendar month after the end of each <i>billing period</i> and covering the <i>aggregated injections</i> for all <i>gas days</i> in that <i>billing period</i> as a <i>revision extract</i>; and</p> <p>(iii) as requested by the <i>AEMO</i> and covering the <i>aggregated injections</i> for all <i>gas days</i> in the requested <i>billing period</i> as a <i>revision extract</i>.</p> <p>(c) Each <i>Retailer</i> may provide an update to their <i>aggregated injections</i> provided in accordance with clause 6.4.1(b)(i) by 5.00 pm on the 18th <i>business day</i> after the end of each <i>billing period</i> and covering the <i>aggregated injections</i> for all <i>gas days</i> in that <i>billing period</i> as <i>final extract</i>².</p> <p>(d) Each <i>Retailer</i> that undertakes a trade must provide a registration notice of <i>injection allocation trades</i> detailing the energy traded, in gigajoules, and the counter parties to the trades to <i>AEMO</i> by:</p> <p>(i) 5.00 pm on the tenth <i>business day</i> after the end of each <i>billing period</i> in relation to the <i>aggregated injections</i> for all <i>gas days</i> in that <i>billing period</i>; and</p> <p>(ii) 5.00 pm on the fifth business day before the end of the calendar month after the end of each <i>billing period</i> in relation to the <i>aggregated injections</i> for all <i>gas days</i> in that <i>billing period</i> as a <i>revision extract</i>.</p> <p>6.4.2 Validation of Aggregated Injections by the GRMO</p> <p>(a) <i>AEMO</i> must, after consultation with <i>Retailers</i> and <i>Distributors</i>, establish a procedure to validate that the total of all <i>aggregated injections</i> for all <i>Retailers</i> and the impact of the registered trade under clauses 6.4.1 (d) matches the total of the energy measured at <i>custody transfer meters</i> for each <i>withdrawal zone</i> in each <i>distribution region</i>, and set out the action to be taken in the event of a validation failure.³</p> <p>(b) <i>AEMO</i> must <i>publish</i> the procedure established under clause 6.4.2(a) as at the <i>FRC date</i> and within ten <i>business days</i> of any amendment being made.</p> <p>(c) <i>AEMO</i> must store the validated <i>aggregated injections</i> provided by each <i>Retailer</i> (and adjusted by <i>AEMO</i> if required by the procedure established in clause 6.4.2(a)) in the <i>metering database</i>.</p> <p>New Defined term: <i>"injection allocation trades"</i> is a notice issued to <i>AEMO</i> in accordance with clause 6.4.1(d) that details the energy traded, in gigajoules, of the injection allocations swapped between <i>Retailers</i> and the <i>Retailers</i> who are part of this trade.</p> <p>Modified existing defined term: <i>exceedance amount</i> - The amount payable by a <i>Retailer</i> to <i>AEMO</i> in respect of an <i>exceedance</i> as determined by <i>AEMO</i> in accordance with clause 6.6.1(d). For the avoidance of doubt the <i>exceedance amount</i> calculated by <i>AEMO</i> for a <i>settlement statement</i> will not be liable for adjustment in relation to an <i>injection allocation trade</i> where that <i>injection allocation trade</i> relates to a <i>gas day</i> that occurs after the issue of the revised <i>settlement statement</i> that included the <i>exceedance amount</i>.</p>

² This allows for any bilateral contracts to be reflected in the *aggregated injections*.

³ Actions to be taken may include (but not be limited to) scaling of *Aggregated Injections*, requesting *Retailers* to resubmit *Aggregated Injections* or other steps decided by the *GRMO* taking consideration of the circumstances.

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20	4	All	Qld Ch 8	Savings and Transitional Arrangements	Addition for the avoidance of doubt	Currently exist in Queensland, and should be inserted in each set of Procedures for consistency.
21	4	Qld	Att 1	AEMO – Has the meaning given to that term in the <i>Law</i> .	Understanding	Please update this term and delete the reference to law, as noted in Ref. No. 34 AEMO – The Australian Energy Market Operator , has the meaning given to that term in the <i>Law</i> .
22	4	Qld	Att 2	Interpretation	Consistency	This should be section 1.1.2, to be consistent with the Vic, NSW/ACT and SA Procedures.
23	4	Qld	1.6.1	Development	Consistency	Delete, to ensure consistency with Vic Procedures.
24	4	SA	Ch 1, Pr 2	Nil.	Understanding	Add: AEMO – The Australian Energy Market Operator , has the meaning given to that term in the <i>Law</i> .
25	4	Vic	1.1.1	Nil.	Understanding	Add: AEMO – The Australian Energy Market Operator , has the meaning given to that term in the <i>Law</i> .
26	4	Vic	1.2.5(c)(iii)	use the dispute resolution provisions under the <i>Rules</i> as the adjudication mechanism for any disputed proposed term or condition.		Delete. Not required in Vic as the overarching dispute process covers this in the Rules. Make same as Qld.
27	4	Qld	Table of Contents	Chapter 1, Chapter 2, etc.	Consistency	Please insert level 2 headings in the table of contents. Chapter 1, 1.1 General, 1.1.3 The Regulatory Framework... etc
28	4	NSW/ACT	Table of Content	As written	Consistency	Please insert the table of contents at the front of the document to apply the readability across the jurisdictions.
29	4	Qld	Att 1	Currently Attachment 1 - Definitions	Consistency	Qld is only jurisdiction with definitions under Att 1. Please ensure consistency with Vic, NSW/ACT and SA. Should read: 1.1.1 Definitions (i.e. at the front of the document).
30	4	Qld	1.6.5(a)	In accordance with the <i>certification</i> process established and <i>published</i> by AEMO, AEMO and each <i>Retailer</i> and <i>Distributor</i> must be certified by AEMO prior to using the <i>FRC HUB</i> for transactions specified in the <i>Gas Interface Protocol</i> .	Avoidance of doubt	Should include reference to the process document for the avoidance of doubt. Please update as per the following: In accordance with the certification process established (Gas FRC Business to Business Connectivity Testing and System Certification) and <i>published</i> by AEMO, AEMO and each <i>Retailer</i> and <i>Distributor</i> must be certified by AEMO prior to using the <i>FRC HUB</i> for transactions specified in the <i>Gas Interface Protocol</i> .
31	4	Qld	1.11.2	Implementation	Consistency	Should be deleted to be consistent with Vic. If DRET decides not to delete, please fix the alignment and delete the second full stop at the end of (b).
32	4	Qld	2.6.3(a)	At the end of each three month period, the first period expiring approximately three months after the <i>FRC date</i> , AEMO must use its reasonable endeavours to review all information received by it from each <i>Distributor</i> pursuant to Chapter 2 of these <i>Procedures</i> in respect of <i>meters</i> relating to <i>second tier supply points</i> for the purpose of determining whether it has been provided with all of the information which <i>Distributors</i> are required to provide to it in respect of those <i>meters</i> pursuant to Chapter 2 of these <i>Procedures</i> .	Consistency with Vic	(As per Vic 2.6.3(a)) At the end of each three month period, the first period expiring approximately three months after the FRC date, AEMO must, at least once every three months, use its best endeavours to review all information received by it from each <i>Distributor</i> pursuant to Chapter 2 of these <i>Procedures</i> in respect of <i>meters</i> relating to <i>second tier supply points</i> for the purpose of determining whether it has been provided with all of the information which <i>Distributors</i> are required to provide to it in respect of those <i>meters</i> pursuant to Chapter 2 of these <i>Procedures</i> .
33	4	Qld	6.2.2(c)	Within one month of every anniversary of the <i>FRC date</i> , each <i>Distributor</i> must use....	Update	Please update the clause to ensure that it is a date, not reliant upon the FRC date. Within one month of every anniversary of the FRC date Before the end of August, annually, each <i>Distributor</i> must use....
34	4	Qld	Att 2	Law – Means the National Gas Law forming a schedule to the National Gas (South Australia) Act 2008 (SA).	Inconsistent	Delete. Law is law.
35	4	NSW/ACT	1.2	law means any statute, rule, regulation, proclamation, order or by-law whether present or future and whether Federal, State, territorial or local (in this definition referred to as a <i>Statutory Provision</i>) and includes: (1) any statute, regulation, rule, proclamation, order, ordinance, or by-law enacted in replacement of that <i>Statutory Provision</i> ; and (2) any such <i>Statutory Provision</i> as amended or re-enacted from time to time.	Inconsistent	Delete. Law is law.

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36	4	SA	1.1	"law" means all: (a) written and unwritten laws of the Commonwealth, of South Australia and of any other State, Territory or foreign country having jurisdiction over the subject matter of these <i>Procedures</i> ; and (b) judgments, determinations, decisions, rulings, directions, notices, regulations, by-laws, statutory instruments, Codes of Practice, Australian Standards or orders given or made under any of those laws by any government agency or authority.	Inconsistent	Delete. Law is law.
37	4	Vic	1.2.5(a)	Each <i>Market Participant</i> and <i>Distributor</i> must be certified by AEMO prior to using the <i>FRC HUB</i> for transactions specified in the <i>Gas Interface Protocol</i> . For the avoidance of doubt, a <i>Market Participant</i> who has no need to issue or receive a transaction specified in the <i>Gas Interface Protocol</i> does not need to seek <i>certification</i> until it has a requirement to use such a transaction. A <i>Market Participant</i> must achieve <i>certification</i> prior to its use of a transaction in accordance with the <i>certification</i> process published by AEMO.	Consistency	Make same as Qld: In accordance with the certification process established (<i>Gas FRC Business to Business Connectivity Testing and System Certification</i>) and <i>published</i> by AEMO, AEMO and each <i>Retailer Market Participant</i> and <i>Distributor</i> must be certified by AEMO prior to using the <i>FRC HUB</i> for transactions specified in the <i>Gas Interface Protocol</i> .
38	4	Vic	3.3.1A	3.3.1A Complete MIRN Listing	Formatting / Consistency	In accordance with Ref. No. 52 and 90 and please update the numbering to make this 3.3.2 and then change 3.3.2 to 3.3.3.
39	4	Vic	1.1.1	<i>Procedures</i> means these Retail Market Procedures (Victoria).	Consistency	As per No. 43, this definition should read: <i>Procedures</i> mean these Retail <i>Gas</i> Market Procedures (Victoria)
40	3	NSW/ACT	Title	Retail Market Procedures (NSW and ACT)	Consistency	Retail <i>Gas</i> Market Procedures (NSW and ACT)
41	3	Qld	Title	Retail Gas Market (Queensland) Procedures	Consistency	Retail Gas Market (Queensland) Procedures (<i>Queensland</i>)
42	3	SA	Title	Retail Market Procedures (South Australia)	Consistency	Retail <i>Gas</i> Market Procedures (South Australia)
43	3	Vic	Title	Retail Market Procedures (Victoria)	Consistency	Retail <i>Gas</i> Market Procedures (Victoria)
44	3	Vic	1.1.2(a)(iii)	Interpretation "in deciding whether a person has used best endeavours, regard must be had to all relevant factors including whether the person has acted in good faith and has done what is reasonably necessary in the circumstances. "		Replace "best" with "reasonable". This should be updated throughout the document, to be consistent with the Qld procedures.
45	3	Vic	1.1.1	<i>customer</i> means a person who consumes gas at a <i>supply point</i>	Consistency	Make Customer with capital C and definition consistent with Qld. €Customer means a person who consumes gas at a supply point who receives, or wants to receive gas.
46	3	All	Version Control	Nil.	Incorrectly removed from existing	Insert table of Version Control with following headings: Version Number (Note - we expect that this will be version 1). Effective Date Procedures Affected Authority
47	3	Vic	1.1.1	<i>customer characterisation</i> , in relation to a customer, means whether the customer is: (a) metropolitan or non-metropolitan (where "metropolitan" refers to the Melbourne metropolitan area), as published by the Department of Infrastructure; and (b) residential or business, where residential means the primary use of the consumed energy is for household purposes and business means the primary use of the consumed energy is for commercial type purposes as determined by the retail business for customer billing.	Typo / Formatting of Defined Terms / Avoidance of Doubt	Consistent with Customer definition. Additionally, please for the avoidance of doubt, update the department. Update as below: €Customer characterisation , in relation to a €Customer , means whether the €Customer is: (a) metropolitan or non-metropolitan (where "metropolitan" refers to the Melbourne metropolitan area), as published by the Department of Infrastructure (<i>or its successor</i>); and (b) residential or business, where residential means the primary use of the <i>consumed energy</i> is for household purposes and business means the primary use of the <i>consumed energy</i> is for commercial type purposes as determined by the retail business for customer billing.
48	3	Vic	1.1.1	<i>transmission system Service Provider</i> has the meaning given to <i>Transmission Pipeline Owner</i> in Part [X] of the <i>Rules</i> .	Typo	This should have capitals in the definition: †Transmission sSystem Service Provider has the meaning given to <i>Transmission Pipeline Owner</i> in Part [X] of the <i>Rules</i> .
49	2	All	General	Numbering	Consistency	Please be consistent with numbering. Please have numeric digits for all numbers except one. For examples of inconsistency, please ref to: Qld 6.2.3(d)(i) and Qld 6.2.3(g)(i). All numbers to be written with numeric digits, e.g. 9. With the exception of 'one' being written in words.

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50	2	Qld	6.8.2(e) and 6.8.2(f)	(e) ... no further action will be taken. (f) If, in AEMO's reasonable opinion ...	Formatting	Please amend the spacing to start clause 6.8.2(f) on a new line. (e) ... no further action will be taken. (f) If, in AEMO's reasonable opinion ...
51	2	Qld	7.10(a)(aa) and 7.10(a)(ab)	Currently reads: (aa) If the next <i>final statement payment date</i> occurs... (ab) If the next <i>final statement payment date</i> occurs...	Incorrectly updated from existing	Should read: (i aa) If the next <i>final statement payment date</i> occurs... (ii ab) If the next <i>final statement payment date</i> occurs...
52	2	Vic	1.1.1	<i>complete MIRN Listing</i> means a listing created and administered by a <i>Distributor</i> that comprises the <i>MIRN</i> , <i>discovery address</i> , <i>meter number</i> of every <i>MIRN</i> that is recorded in the <i>MIRN database</i> of that <i>Distributor</i> .	Typo	Please make L a small 'l' and update all relevant references have the small l. <i>complete MIRN Listing</i> means a listing created and administered by a <i>Distributor</i> that comprises the <i>MIRN</i> , <i>discovery address</i> , <i>meter number</i> of every <i>MIRN</i> that is recorded in the <i>MIRN database</i> of that <i>Distributor</i> .
53	2	Vic	1.1.1	<i>data retention period</i> , in relation to a <i>meter</i> at a particular time, means the period of seven years preceding that time. <i>decommission</i> , in relation to a <i>distribution supply point</i> , means to take action to preclude gas being supplied at that <i>distribution supply point</i> (eg. by plugging or removing the <i>meter</i> relating to that <i>distribution supply point</i>).	Typo	Please correct the spacing. Should read: <i>data retention period</i> , in relation to a <i>meter</i> at a particular time, means the period of seven years preceding that time. <i>decommission</i> , in relation to a <i>distribution supply point</i> , means to take action to preclude gas being supplied at that <i>distribution supply point</i> (eg. by plugging or removing the <i>meter</i> relating to that <i>distribution supply point</i>).
54	2	Vic	1.1.1	<i>explicit informed consent</i> means consent that satisfies the requirements for explicit informed consent set out in the Code of Conduct for Marketing Retail Energy dated January 2009 published by the jurisdictional regulator for Victoria as amended from time to time..	Typo / Formatting of defined terms	Please delete the second full stop after the definition. Additionally, please italicise the defined term. Should read: <i>explicit informed consent</i> means consent that satisfies the requirements for <i>explicit informed consent</i> set out in the Code of Conduct for Marketing Retail Energy dated January 2009 published by the jurisdictional regulator for Victoria as amended from time to time.-
55	2	Vic	2.2.1(b)	Each <i>Distributor</i> must provide to each <i>Retailer</i> who is the <i>FRO</i> for a <i>distribution supply point</i> a schedule (<i>meter reading schedule</i>) setting out the date on which it proposes to <i>read</i> all its <i>meters</i> during each 12 month period commencing on either 1 January or 1 July. The <i>meter reading schedule</i> must provide for all such <i>meters</i> to be read at intervals of approximately one month (where the <i>meters</i> are on a monthly reading cycle) or two months (where the <i>meters</i> are on a bimonthly reading cycle), with the first reading to be undertaken approximately one month or two months (as the case may be) after the last reading undertaken prior to the commencement of the <i>meter reading schedule</i> .	Typo	Update reference to include italics. Each <i>Distributor</i> must provide to each <i>Retailer</i> who is the <i>FRO</i> for a <i>distribution supply point</i> a schedule (<i>meter reading schedule</i>) setting out the date on which it proposes to <i>read</i> all its <i>meters</i> during each 12 month period commencing on either 1 January or 1 July. The <i>meter reading schedule</i> must provide for all such <i>meters</i> to be read at intervals of approximately one month (where the <i>meters</i> are on a monthly reading cycle) or two months (where the <i>meters</i> are on a bimonthly reading cycle), with the first reading to be undertaken approximately one month or two months (as the case may be) after the last reading undertaken prior to the commencement of the <i>meter reading schedule</i> .
56	2	Vic	2.8.1(b)	Where a <i>FRO</i> requests a <i>Distributor</i> to install a <i>meter</i> , the <i>FRO</i> must provide to the <i>Distributor</i> , at the time of that request, a <i>customer characterisation</i> for the <i>distribution supply point</i> to which that <i>meter</i> will relate.	Formatting	Please make this clause justified text to be consistent with the other terms.
57	2	Vic	Att 6 2.1	The <i>consumed energy</i> data required by AEMO for the purpose of applying the <i>NSL</i> is provided to AEMO in accordance with clauses 2.6.2(b) and 2.6.3 of these <i>Procedures</i> . AEMO must apply the validation rules described in the AEMO <i>Consumed Energy Scenarios (Victoria)</i> , as published on the AEMO website, to the <i>consumed energy</i> data delivered to AEMO by the <i>Distributors</i> .	Typo	Need to italicise term: The <i>consumed energy</i> data required by AEMO for the purpose of applying the <i>NSL</i> is provided to AEMO in accordance with clauses 2.6.2(b) and 2.6.3 of these <i>Procedures</i> . AEMO must apply the validation rules described in the <i>AEMO Consumed Energy Scenarios (Victoria)</i> , as published on the AEMO website, to the <i>consumed energy</i> data delivered to AEMO by the <i>Distributors</i> .
58	2	Vic	2.9.1(a)	If a <i>Retailer</i> requests the <i>Distributor</i> to install a <i>new basic meter</i> for a <i>supply point</i> , the <i>Distributor</i> must install that <i>new basic meter</i> as soon as reasonably practicable and in such a manner as to comply with the requirements of the <i>Distribution Code</i> and any applicable laws. Where the <i>Retailer</i> requests a <i>replacement basic meter</i> (including by reason of there being a fault, malfunction or defect in relation to the existing <i>basic meter</i> or the existing <i>basic meter</i> having been damaged or destroyed), the <i>Distributor</i> must install the <i>replacement basic meter</i> as soon as reasonably practicable after it has satisfied itself that the in situ meter is no longer compliant with the requirements of the <i>Distribution Code</i> and any applicable laws	Formatting of defined terms	Should read: If a <i>Retailer</i> requests the <i>Distributor</i> to install a <i>new basic meter</i> for a <i>supply point</i> , the <i>Distributor</i> must install that <i>new basic meter</i> as soon as reasonably practicable and in such a manner as to comply with the requirements of the <i>Distribution Code</i> and any applicable laws. Where the <i>Retailer</i> requests a <i>replacement basic meter</i> (including by reason of there being a fault, malfunction or defect in relation to the existing <i>basic meter</i> or the existing <i>basic meter</i> having been damaged or destroyed), the <i>Distributor</i> must install the <i>replacement basic meter</i> as soon as reasonably practicable after it has satisfied itself that the in situ <i>meter</i> is no longer compliant with the requirements of the <i>Distribution Code</i> and any applicable laws
59	2	Vic	Att 4, 2.1.2(a)	The <i>Distributor</i> must estimate the consumed energy for a <i>basic meter</i> based on the weather measured in effective degree days and the base load and temperature sensitivity factor as follows:	Formatting of defined terms	Should read: The <i>Distributor</i> must estimate the <i>consumed energy</i> for a <i>basic meter</i> based on the weather measured in

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VC Ref No.	Priority Score ¹	Jurisdiction	Clause	Current Procedure Wording	Reasoning	Proposed Procedure Wording (Note: Additions written in Blue, Deletions written in Red)
				... Where: <ul style="list-style-type: none"> consumed energy is the estimated consumed energy over the reading period; BL is the base load; P is the number of days in the reading period; TSF is the temperature sensitivity factor; and Σ EDD is the sum of the effective degree days over the reading period. 		<i>effective degree days</i> and the <i>base load</i> and <i>temperature sensitivity factor</i> as follows: ... Where: <ul style="list-style-type: none"> <i>consumed energy</i> is the estimated <i>consumed energy</i> over the reading period; BL is the base load; P is the number of days in the reading period; TSF is the temperature sensitivity factor; and Σ EDD is the sum of the <i>effective degree days</i> over the reading period.
60	2	Vic	Att 4, 2.1.2(b)	The base load is derived from the smallest consumed energy measured in a reading period during the summer period (defined as between 1 October and 31 March within the current 12 month period) according to the following formula: ...	Formatting of defined terms	Should read: The <i>base load</i> is derived from the smallest <i>consumed energy</i> measured in a <i>reading period</i> during the summer period (defined as between 1 October and 31 March within the current 12 month period) according to the following formula: ...
61	2	Vic	Att 4, 2.1.2(c)(ii)	... Where: <ul style="list-style-type: none"> TSF is the temperature sensitivity factor; LE is largest consumed energy between two consecutive scheduled reads during the winter period; BL is the base load; PLE is the number of days in the reading period during the winter period; and Σ EDD (LE) is the sum of the effective degree days over the reading period during the winter period. 	Formatting of defined terms	Should read: ... Where: <ul style="list-style-type: none"> TSF is the <i>temperature sensitivity factor</i>; LE is largest <i>consumed energy</i> between two consecutive scheduled reads during the winter period; BL is the <i>base load</i>; PLE is the number of days in the <i>reading period</i> during the winter period; and Σ EDD (LE) is the sum of the <i>effective degree days</i> over the <i>reading period</i> during the winter period.
62	2	Vic	Att 4, 2.5.2(b)	... Where: <ul style="list-style-type: none"> TSF is the temperature sensitivity factor; LE is largest consumed energy between two consecutive scheduled reads during the winter period; BL is the base load; PLE is the number of days in the reading period during the winter period; and Σ EDD (LE) is the sum of the effective degree days over the reading period during the winter period. 	Formatting of defined terms	Should read: ...Where: <ul style="list-style-type: none"> TSF is the <i>temperature sensitivity factor</i>; LE is largest <i>consumed energy</i> between two consecutive scheduled reads during the winter period; BL is the <i>base load</i>; PLE is the number of days in the <i>reading period</i> during the winter period; and Σ EDD (LE) is the sum of the <i>effective degree days</i> over the <i>reading period</i> during the winter period.
63	2	Vic	Att 4, 2.2.3	A <i>Distributor</i> must calculate the average base load and average temperature sensitivity factor for each customer characterisation as follows: ...	Formatting of defined terms	Should read: A <i>Distributor</i> must calculate the average <i>base load</i> and average <i>temperature sensitivity factor</i> for each <i>customer characterisation</i> as follows: ...
64	2	Vic	6.1.2(a)(ii)	where the <i>MIRN</i> , that is subject to a <i>transfer request</i> , has the <i>failed Retailer</i> recorded as the <i>FRO</i> and the <i>transfer request</i> contains a <i>customer no change statement</i> , accelerate the <i>transfer request</i> and deliver a notice of the registration of the <i>transfer request</i> to the prospective <i>FRO</i> , the <i>FRO</i> and the <i>Distributor</i> for the <i>supply point</i> to which the <i>transfer request</i> relates before 6am on the <i>RoLR gas day</i> , and	Formatting of defined terms	Add hyphen in no-change: where the <i>MIRN</i> , that is subject to a <i>transfer request</i> , has the <i>failed Retailer</i> recorded as the <i>FRO</i> and the <i>transfer request</i> contains a <i>customer no-change statement</i> , accelerate the <i>transfer request</i> and deliver a notice of the registration of the <i>transfer request</i> to the prospective <i>FRO</i> , the <i>FRO</i> and the <i>Distributor</i> for the <i>supply point</i> to which the <i>transfer request</i> relates before 6am on the <i>RoLR gas day</i> , and
65	2	Vic	6.1.2(a)(iii)	where the <i>MIRN</i> , that is subject to a <i>transfer request</i> , has the <i>failed Retailer</i> recorded as the <i>FRO</i> and does not contain a <i>customer no change statement</i> and;	Formatting of defined terms	Add hyphen in no-change: where the <i>MIRN</i> , that is subject to a <i>transfer request</i> , has the <i>failed Retailer</i> recorded as the <i>FRO</i> and does not contain a <i>customer no-change statement</i> and;
66	2	Vic	2.1.5(a)(iiib)	where the <i>Distributor</i> has been provided a <i>customer own read</i> by the <i>FRO</i> and the <i>Distributor</i> reasonably considers the <i>customer own read</i> to be accurate, the <i>Distributor</i> must use its best endeavours to provide the <i>FRO</i> with the following information; (A) the day on which the <i>meter</i> was read, and (B) the <i>validated meter reading</i> for that <i>meter</i> , by 5.00 pm on the first <i>business day</i> following the day on which the <i>customer own read</i> was	Formatting of defined terms	Add hyphen in own-read: where the <i>Distributor</i> has been provided a <i>customer own-read</i> by the <i>FRO</i> and the <i>Distributor</i> reasonably considers the <i>customer own-read</i> to be accurate, the <i>Distributor</i> must use its best endeavours to provide the <i>FRO</i> with the following information; (A) the day on which the <i>meter</i> was read, and (B) the <i>validated meter reading</i> for that <i>meter</i> ,

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VC Ref No.	Priority Score ¹	Jurisdiction	Clause	Current Procedure Wording	Reasoning	Proposed Procedure Wording (Note: Additions written in Blue, Deletions written in Red)
				received by the <i>Distributor</i> ,		by 5.00 pm on the first <i>business day</i> following the day on which the <i>customer own-read</i> was received by the <i>Distributor</i> ,
67	2	Vic	4.1.2(a) and 4.1.2(b)	(a) Where a <i>transfer request</i> nominates a <i>prospective transfer date</i> as the <i>proposed transfer date</i> , and the <i>supply point</i> to which the <i>transfer request</i> relates is a <i>distribution supply point</i> , the <i>prospective transfer date</i> must be a day which falls during the <i>permitted prospective period</i> for that <i>transfer request</i> .(b) Where a <i>transfer request</i> nominates a <i>retrospective transfer date</i> as the <i>proposed transfer date</i> , and the <i>supply point</i> to which the <i>transfer request</i> relates is a <i>distribution supply point</i> , the <i>retrospective transfer date</i> must be a day (which may be a day other than a <i>business day</i>), which falls within the <i>permitted retrospective period</i> for that <i>transfer request</i> and to which a <i>validated meter reading</i> (other than an <i>estimated meter reading</i>) pertains.	Formatting	Please separate (a) from (b). Should read: (a) Where a <i>transfer request</i> nominates a <i>prospective transfer date</i> as the <i>proposed transfer date</i> , and the <i>supply point</i> to which the <i>transfer request</i> relates is a <i>distribution supply point</i> , the <i>prospective transfer date</i> must be a day which falls during the <i>permitted prospective period</i> for that <i>transfer request</i> . (b) Where a <i>transfer request</i> nominates a <i>retrospective transfer date</i> as the <i>proposed transfer date</i> , and the <i>supply point</i> to which the <i>transfer request</i> relates is a <i>distribution supply point</i> , the <i>retrospective transfer date</i> must be a day (which may be a day other than a <i>business day</i>), which falls within the <i>permitted retrospective period</i> for that <i>transfer request</i> and to which a <i>validated meter reading</i> (other than an <i>estimated meter reading</i>) pertains.
68	2	Vic	5.1 (Footnote 1)	The purpose of this customer data is to support the provisions of chapter 6 only.	Formatting	Chapter should be a capital. Should read: The purpose of this customer data is to support the provisions of e Chapter 6 only.
69	2	Vic	5.1.1(c)(ii)	where a <i>complete customer listing</i> fails validation, notify the relevant <i>non-host Retailer</i> of the validation failure.	Formatting (and see Ref. No. 8)	The first letter should not be in bold. Should read: w where a <i>complete customer listing</i> fails validation, notify the relevant <i>non-declared host Retailer</i> of the validation failure.
70	2	Vic	2.9.2(a)(ii)(A)	to include the relevant details relating to the <i>basic meter</i> in its <i>installation database</i> , its <i>MIRN database</i> and its <i>meter data database</i> (and to make such changes to the details included in those databases as are necessitated by the removal of that <i>basic meter</i>); and	Typo	Remove 'and'. to include the relevant details relating to the <i>basic meter</i> in its <i>installation database</i> , its <i>MIRN database</i> and its <i>meter data database</i> (and to make such changes to the details included in those databases as are necessitated by the removal of that <i>basic meter</i>); and
71	2	Vic	2.3.1(a)	(a) A <i>Distributor</i> must validate a <i>meter reading</i> for the purposes of these <i>Procedures</i> and must validate this <i>meter reading</i> in accordance with an <i>approved validation methodology</i> .	Formatting	Please fix the alignment to be consistent with 2.3.1(b).
72	2	Vic	Nil	Nil	Consistency	Declared Wholesale Market Rules, Subdivision 4 (Metering), clause 105-131 (inclusive), should be transitioned from the Rules, and placed under the Vic Procedures, to be consistent with Qld.
73	2	Qld	Att 1	<i>AEMO Consumed Energy Scenarios (Queensland)</i>	Typo	Should read: <i>AEMO Consumed Energy Scenarios (Queensland)</i>
74	2	Qld	Att 1	Currently reads: <i>approved substitution methodology ...</i> <i>approved validation methodology ...</i>	Typo	Remove full stop. Should read: <i>approved substitution methodology ...</i> <i>approved validation methodology ...</i>
75	2	Qld	Att 1	<i>Customer</i> A person who receives, or wants to receive gas. .	Typo	Remove second full stop: <i>Customer</i> A person who receives, or wants to receive gas.↵
76	2	Qld	2.8.1(c)	Each <i>Distributor</i> must use its reasonable endeavours to provide to AEMO a new <i>base load</i> and a new <i>temperature sensitivity factor</i> for each <i>distribution supply point</i> in its <i>distribution region</i> that is a <i>second tier supply point</i> by midnight on the last business day before 30 April and 31 October of each year	Typo	Add full stop to end. Each <i>Distributor</i> must use its reasonable endeavours to provide to AEMO a new <i>base load</i> and a new <i>temperature sensitivity factor</i> for each <i>distribution supply point</i> in its <i>distribution region</i> that is a <i>second tier supply point</i> by midnight on the last business day before 30 April and 31 October of each year.
77	2	Qld	2.9.2(a)(ii)(A)	to include the relevant details relating to the <i>basic meter</i> in its <i>installation database</i> , its <i>MIRN database</i> and its <i>meter data database</i> (and to make such changes to the details included in those databases as are necessitated by the removal of that <i>basic meter</i>); and	Typo	Remove 'and'. to include the relevant details relating to the <i>basic meter</i> in its <i>installation database</i> , its <i>MIRN database</i> and its <i>meter data database</i> (and to make such changes to the details included in those databases as are necessitated by the removal of that <i>basic meter</i>); and
78	2	Qld	2.9.2(a)(ii)(B)	to provide the <i>actual meter reading</i> obtained under clause 2.9.2(a)(i) (or where appropriate, a <i>substituted meter reading</i>) and information that the <i>meter</i> has been removed, plugged or disconnected to the <i>FRO</i> for that <i>distribution supply point</i> ;	Typo	Add 'and'. to provide the <i>actual meter reading</i> obtained under clause 2.9.2(a)(i) (or where appropriate, a <i>substituted meter reading</i>) and information that the <i>meter</i> has been removed, plugged or disconnected to the <i>FRO</i> for that <i>distribution supply point</i> ; and
79	2	Qld	4.6.1(d)(i)	the day to which a <i>validated meter reading</i> (other than an <i>estimated meter reading</i>) referred to in clause 2.2.3(b) pertains, such day being within the <i>allowable period</i> , and closest to, or on the <i>proposed transfer date</i> , and	Typo	Insert correct punctuation. the day to which a <i>validated meter reading</i> (other than an <i>estimated meter reading</i>) referred to in clause 2.2.3(b) pertains, such day being within the <i>allowable period</i> , and closest to, or on the <i>proposed transfer date</i> ; and

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VC Ref No.	Priority Score ¹	Jurisdiction	Clause	Current Procedure Wording	Reasoning	Proposed Procedure Wording (Note: Additions written in Blue, Deletions written in Red)
80	2	Qld	6.2.3(h)(ii)	the <i>Distributor</i> whose pipeline is connected to the <i>metering installations</i> at that <i>distribution supply point</i> or <i>custody transfer meter</i> , and;	Typo	Delete second punctuation point. the <i>Distributor</i> whose pipeline is connected to the <i>metering installations</i> at that <i>distribution supply point</i> or <i>custody transfer meter</i> , and;
81	2	Qld	6.4.1(c) and 6.4.2		Formatting	Please amend the spacing between the two clauses.
82	2	Qld	6.8.1(b)		Formatting	Please amend the alignment of (b) to be consistent with (a)
83	2	Vic	1.1.1	<i>alternative transfer date notice</i> , in relation to a <i>transfer request</i> , means a notice delivered to AEMO pursuant to clauses 4.6.3(a) and 4.6.3(b)	Typo	Delete comma after term. <i>alternative transfer date notice</i> , in relation to a <i>transfer request</i> , means a notice delivered to AEMO pursuant to clauses 4.6.3(a) and 4.6.3(b)
84	2	Vic	1.1.1	<i>customer no-change statement</i> , in relation to a <i>transfer request</i> , means a statement in the <i>transfer request</i> , pursuant to ...	Typo	Consistent with Customer definition. Update as below: e <i>Customer no-change statement</i> , in relation to a <i>transfer request</i> , means a statement in the <i>transfer request</i> , pursuant to ...
85	2	Vic	1.1.1	<i>customer-own read</i> means a <i>read</i> undertaken by a <i>customer</i> of a <i>Retailer</i> details of which are provided by the <i>customer</i> by telephone ...	Typo	Consistent with Customer definition. Update as below: e <i>Customer-own read</i> means a <i>read</i> undertaken by a e <i>Customer</i> of a <i>Retailer</i> details of which are provided by the e <i>Customer</i> by telephone or ...
86	2	Vic	1.1.1	<i>FRO (Financially Responsible Organisation)</i> has the meaning given to that term in Part [X] of the <i>Rules</i> . .	Typo	Please remove the second full stop after the definition. Should read: <i>FRO (Financially Responsible Organisation)</i> has the meaning given to that term in Part [X] of the <i>Rules</i> .-
87	2	Vic	1.2.2 (c)	the extended consultative procedure..	Typo	Delete second full stop after completion of sentence. the extended consultative procedure.-
88	1	Vic	Footnotes	* and 1	Consistency	On completion of the consultation, VENCorp expects that all footnotes will be numbered, not labelled with *.
89	1	Vic	6.1.2(a)(iii), 6.1.3, 6.1.4, 6.1.6, 6.1.7 and 6.1.8	As is stated.	Formatting	Please justify text for consistent formatting.
90	1	All	All	Clause Numbering	Consistency	On completion of the consultation, VENCorp expects that all clause numbers will be re-numbered to become a consistent and flowing document.