

Level 35, The Tower
360 Elizabeth Street
Melbourne Central
Melbourne, Vic 3000

GPO Box 520
Melbourne Vic 3001

tel: (03) 9290 1444
fax: (03) 9290 1457

www.aer.gov.au

Our Ref: 56448
Contact Officer: Imogen Hartcher-O'Brien
Contact Phone: 03 9290 1491

6 March 2015

Sebastian Banks
Trading Manager
TOTAL Gas & Power Australia Pty Ltd
BCC Centre
Level 13
28 The Esplanade
Perth WA 6000

By email: sebastian.banks@total.com and philip.jones@total.com

Dear Mr Banks

Total Gas & Power Australia Pty Ltd application for electricity individual exemption

I refer to Total Gas & Power Australia's (Total's) application of 16 December 2014 for an individual exemption under the National Energy Retail Law (Retail Law) to sell electricity to a number of Gladstone Liquefied Natural Gas (GLNG) Project sites in Queensland (GLNG Sites).

I am writing to inform you that the Australian Energy Regulator (AER) has considered Total's application for an individual exemption and that it decided, on 6 March 2015, to grant the individual exemption in accordance with s.110 of the Retail Law.

In accordance with the National Energy Retail Rules, the AER has published the application on its website, and sought submissions from interested parties. The AER did not receive any submissions in response to Total's application.

The AER has considered the policy principles relating to exempt selling in s. 114 of the Retail Law, being:

- regulatory arrangements for exempt sellers should not unnecessarily diverge from those applying to retailers,
- exempt customers, should, as far as practicable, be afforded the right to a choice of retailer in the same way comparable retail customers in the same jurisdiction have that right,

- exempt customers, should, as far as practicable, not be denied customer protections afforded to retail customers under this Law and Rules.

In making its decision, the AER is guided by the objective of the Retail Law , the exempt seller factors, the customer related factors, and the assessment approach outlined in the AER's Exempt Selling Guideline.

The AER is satisfied that Total should be exempt from the requirement to hold a national retailer authorisation for the GLNG Project sites, having regard to the considerations outlined above. If Total wishes to change the way it sells electricity it should contact the AER as it will not be covered by this exemption and would need to apply for an authorisation or another exemption.

The exemption is subject to your acceptance of the conditions set out at Appendix A of the attached Instrument of Exemption. Total must advise the AER in writing, by **13 April 2015**, whether it accepts these conditions.

If you have any further queries, or would like to discuss this further, please contact Imogen Hartcher-O'Brien on 03 9290 1491.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Paula Conboy', with a long, sweeping tail extending to the right.

Paula Conboy
Chair

Instrument of Exemption

INDIVIDUAL EXEMPTION FROM THE REQUIREMENT TO HOLD A RETAILER AUTHORISATION

DATE OF ISSUE: 6 March 2015

FORM OF ENERGY: Electricity

Pursuant to section 110 of the National Energy Retail Law, the Australian Energy Regulator on 6 March 2015 decided to grant Total Gas & Power Australia Pty Ltd (ABN 87 167 432 448) an exemption from the requirement to hold a retailer authorisation under section 88 of the National Energy Retail Law, subject to certain conditions (see Appendix A). This exemption applies to the Gladstone Liquefied Natural Gas (GLNG) Project sites in Queensland (GLNG Sites), including the Fairview Powerlink Supply Point Switchyard, Fairview South Powerlink Supply Point Switchyard and Blythedale Powerlink Supply Point Switchyard. It will only cover up to 10 GLNG Sites.

Appendix A – Conditions

The following conditions apply under rule 153 of the National Energy Retail Rules to the sale of energy to exempt customers by exempt persons. These conditions are based on the retail customer protections provided under the National Energy Retail Law.

Condition 1 – Obligation to supply

1. An exempt person cannot refuse to sell energy to a customer within the sites described by this exemption except in accordance with relevant disconnection provisions.
2. An exempt person cannot refuse to sell energy to a customer on the basis that the customer owes the exempt person outstanding amounts from a previous account. The exempt person can include in a new account any outstanding amounts owed on a previous account (except where the unpaid amounts are for other premises for which the customer has an ongoing contract with the exempt person).

Condition 1A – Change in energy selling activities

1. The exempt person must inform the Australian Energy Regulator if it changes its energy selling activities to expand the sale of energy to any customer other than the exempt customer at the GLNG sites.
2. This exemption does not cover any such change to the exempt person's energy selling activities.

Condition 2 - Information provision

1. The exempt person must advise an exempt customer, in writing, at the start of their tenancy/residency/agreement of the following:
 - a. any right of the exempt customer, under state or territory laws, to elect to purchase energy from a retailer of their choice and information on the options for metering that would allow this choice
 - b. that the exempt person is not subject to all the obligations of an authorised retailer, and the exempt customer will not receive the same protections as it would if they were purchasing from an authorised retailer
 - c. the exempt customer's rights in relation to dispute resolution including:
 - i. the exempt person's procedures for handling disputes and complaints, and
 - ii. any right that the exempt customer has to access the energy Ombudsman scheme or any other relevant external dispute resolution body in the state or territory in which the exempt customer is located
 - d. the conditions applicable to the exemption that the exempt person is operating under
 - e. the energy tariffs and all associated fees and charges that will apply to the exempt customer in relation to the sale of energy

- f. contact numbers in the event of a gas or electricity fault or emergency.
2. In addition to the requirement to provide the information at the commencement of the exempt customer's tenancy/residency/agreement, the information set out in paragraph 1 of this condition must be provided by the exempt person at any time on request by the exempt customer or the AER.
3. Once the determination comes into force, the information set out in paragraph 1 of this condition must be provided by an exempt person to existing exempt customers as soon as practicable.

Condition 6 - Receipts

1. An exempt person must provide each exempt customer with a receipt for any amount paid for energy, except where payment has been made by:
 - a. direct debit, or
 - b. credit card over the phone and the customer is provided with a receipt number.
2. An exempt person must provide the exempt customer with a separate receipt if a payment for energy was made together with a rent payment but has not been separately identified on the rent receipt.

Condition 7 - Pricing

1. An exempt person must provide notice to the exempt customer of any change in the exempt customer tariff as soon as practicable, and no later than the exempt customer's next bill.

Condition 11 - Reconnection of supply

1. Where an exempt person has arranged for the disconnection of an exempt customer's premises and the exempt customer has within 10 business days of the disconnection:
 - a. if relevant, rectified the matter that led to the disconnection, and
 - b. made a request for reconnection, and
 - c. paid any charge for reconnection,

the exempt person must reconnect the premises (or, where required, arrange with the network operator to reconnect the premises) as soon as practicable.

Condition 12 - Choice of retailer

1. Where an exempt customer is eligible under state or territory legislation to purchase energy from a retailer of their choice, the exempt person must not do anything to discourage or prevent them from exercising this choice, whether by:
 - a. requiring the exempt customer to waive their ability to choose a retailer;
 - b. unreasonably hindering their efforts to find another retailer; or

- c. unreasonably hindering any metering or network changes required to enable choice of retailer.

Condition 13 - Contact details

1. An exempt person must provide a means of contact for account inquiries and complaints that can be readily accessed by any exempt customer. Where a telephone number is provided, the charge for this call must be no more than the cost of a local call.

Condition 14 - Dispute resolution

1. In the event of a dispute concerning the sale of energy to an exempt customer, and in the absence of a determination of the relevant tenancy tribunal if the customer is a tenant, the exempt person must:
 - a. make reasonable endeavours to resolve the dispute, and
 - b. advise the exempt customer of any right that the exempt customer has to access the energy Ombudsman scheme or any other relevant external dispute resolution body in the state or territory in which the exempt customer is located, if applicable.

Condition 15 - Continuity of supply

1. An exempt person must notify the exempt customer and the AER immediately if they are (or expect to be) disconnected, or there is any likelihood that they will be unable to continue selling energy.

Condition 16 – Termination of energy supply agreement

1. An energy supply agreement between the exempt person and an exempt customer will terminate:
 - a. on a date agreed by the exempt person and exempt customer, or
 - b. five business days (or a different time agreed by the exempt person and exempt customer) from the date when the exempt customer gives the exempt person a termination notice, or
 - c. at the conclusion of the exempt customer's lease for, or occupancy of, the premises to which the energy is supplied, or
 - d. when the exempt customer starts receiving energy retail services from a different retailer or exempt person, or
 - e. when a different exempt customer moves in and starts receiving customer retail services for the premises, or
 - f. at the end of a period of 10 business days commencing on the day the exempt customer's premises are disconnected, where the conditions for reconnection have not been met.
2. Termination of an arrangement to supply energy does not affect any rights or obligations that have already accrued under the agreement.