



**Wholesale Electricity
Spot Market**

PUBLIC

Electric Power Industry Reform Act of 2001

Rules for Competitive Retail Electricity Market (Retail Rules)

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In case of inconsistency between this document and the DOE Circulars, the latter shall prevail.

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CHAPTER 1: INTRODUCTION

1.1 SCOPE OF CHAPTER 1

This Chapter 1 sets out the:

- 1.1.1 Purpose, application and interpretation of these *Retail Rules*;
- 1.1.2 Parties bound by these *Retail Rules*;
- 1.1.3 Responsibilities of the *Central Registration Body*;
- 1.1.4 Governance of the transactions of *Suppliers* and contestable customers with the *Central Registration Body*.

1.2 PURPOSE, APPLICATION AND INTERPRETATION OF THE RULES

1.2.1 Name and Promulgation

- 1.2.1.1 This document shall be known as the Rules for Competitive Retail Electricity Market or the *Retail Rules*
- 1.2.1.2 These *Retail Rules* shall be promulgated by the *DOE*.

1.2.2 Purpose of the Rules

These *Retail Rules* are promulgated to implement the provisions of the *Act*, its Implementing Rules and Regulations, and other related laws as well as to:

- 1.2.2.1 Promote retail competition; greater efficiency and customer choice; and
- 1.2.2.2 Provide rules for the management of the transactions of *Suppliers* and *Contestable Customers* and the operations of the *Central Registration Body*.

1.2.3 Parties Bound by the Rules

These *Retail Rules* form part of the legal and regulatory framework which is applicable to all entities participating in retail competition, as well as the owners, operators and users of the power system under the *Act*.

1.2.4 Legal and Regulatory Framework

- 1.2.4.1 These *Retail Rules* are promulgated by the *DOE* pursuant to its mandate under the *Act* to supervise the restructuring of the electricity industry.
- 1.2.4.2 To ensure a greater supply and rational pricing of electricity, the *Act* provides the *ERC* the authority to enforce the rules and regulations governing the competitive electricity market which include these *Retail Rules*.
- 1.2.4.3 These *Retail Rules* shall be read and used in connection with the *WESM Rules*, as applicable, and relevant regulatory issuances.

1.2.5 Interpretation

- 1.2.5.1 Words and phrases that appear in italics are defined in the glossary in Chapter 6 of these *Retail Rules* and in the *WESM Rules*.
- 1.2.5.2 These *Retail Rules* shall be interpreted in accordance with the provisions of Chapter 9 of the *WESM Rules*, the objectives of the Act and other provisions of law.

1.3 FRAMEWORK AND OBJECTIVES OF RETAIL COMPETITION AND THE RETAIL RULES

- 1.3.1 Upon declaration of the commencement of retail competition and open access, the operations and governance thereof shall be in accordance with these Rules and other relevant regulations.
- 1.3.2 Consistent with the *Act*, retail competition and open access aims to promote competition, customer choice and empowerment, transparency, accountability and greater efficiency in the power industry and to reflect the true cost of electricity.
- 1.3.3 Upon commencement of retail competition, *Contestable Customers* shall transact with the *Central Registration Body* in accordance with Chapter 3 of these Rules, or, on voluntary basis, shall be permitted to transact in the *WESM* as a *Direct WESM Member*.

Provided that *Contestable Customers* who are directly connected to the *transmission system* shall transact with their *Suppliers* using the procedures under the *WESM Rules* as an *Indirect* or *Direct WESM Member*.

- 1.3.4 Upon commencement of retail competition, the *WESM* shall provide the venue for wholesale and retail sales and purchases of electricity

1.4 CENTRAL REGISTRATION BODY

1.4.1 Responsibilities of the *Central Registration Body*

- 1.4.1.1 The *Central Registration Body* shall, generally and non-restrictively, have the following functions and responsibilities:
 - a) Maintain a registry of all *Contestable Customers* who have already been awarded a certificate of contestability by the ERC;
 - b) Carry out customer switching between a Distribution Utility and a Supplier, and between Suppliers;
 - c) Determine gross energy settlement quantities of *Contestable Customers* and Suppliers;
 - d) Collect and manage metering data of *Contestable Customers* from Retail Metering Services Providers;
 - e) Allocate resources to enable it to perform its functions;

- f) Provide an information exchange amongst Retail Competition Participants; and
- g) Comply with rules and regulations as may be provided by ERC.

1.4.1.2 Where the *Retail Rules* require the *Central Registration Body* to develop procedures, processes or systems, the *Central Registration Body* shall:

- a) Develop such procedures, processes and systems taking into consideration the likely costs to Retail Competition Participants of complying with those procedures or processes and of obtaining, installing or adopting those systems, as the case may be; and
- b) Consistent with the purpose set forth in Clause 1.2.2 of this Chapter 1, recommend changes to these procedures in accordance with the rule change process set out in Chapter 1.8 of these *Retail Rules*. Provided, further, that such changes shall be approved by the DOE.

1.4.1.3 The *Central Registration Body* shall:

- a) Comply with each of the requirements and obligations imposed on it under these *Retail Rules*, and other applicable laws, rules and regulations; and
- b) Develop appropriate cost recovery processes to cover its liabilities in the event of damage or injury, which may be caused by its acts or omissions in the faithful performance of its functions.

1.4.2 **Central Registration Body Performance**

1.4.2.1 In exercising its discretions and performing its obligations under these *Retail Rules*, the *Central Registration Body* shall

- a) Act in accordance with any standard of performance provided for by any statute, and regulation to which the *Central Registration Body* is subject;
- b) Act in a reasonable and prudent manner;
- c) Act in good faith;
- d) Take into consideration, act consistently with and use its reasonable endeavours to contribute towards the achievement of the objectives of retail competition; and
- e) Ensure an audit trail of documentation that is fully adequate to substantiate and reconstruct all relevant actions performed.

1.4.2.2 The foregoing clause 1.4.2.1 or any provision of these *Retail Rules* shall not be interpreted as to prevent the

Central Registration Body from performing any of its obligations under these *Retail Rules*.

1.4.2.3 The PEM Board shall adopt performance standards which monitor and provide an indication of the *Central Registration Body's* performance with respect to:

- a) The *Central Registration Body's* responsibilities under these *Retail Rules* in relation to relevant provisions of the Act, its Implementing Rules and Regulations, the *WESM Rules*, the *Grid Code*, the *Distribution Code* and all other applicable laws, rules and regulations; and
- b) The achievement of the objectives of the Act and retail competition.

1.4.2.4 The *Central Registration Body* performance standards adopted by the PEM Board shall be reviewed and approved by the *DOE*.

1.4.2.5 Every year, the PEM Board shall publish a report on the performance of the *Central Registration Body* in accordance with the performance standards adopted under clause 1.4.2.3 of this Chapter 1.

1.4.3 Audit

1.4.3.1 The PEM Auditor shall:

- a) Conduct the audit of the *Central Registration Body* and the systems, processes and procedures and other matters relevant to the operations of the *Central Registration Body* and the performance of its functions as set forth in these *Retail Rules*; and
- b) Test and check any new items or new versions of market-related software used by the *Central Registration Body* or provided by the *Central Registration Body* for use by *Retail Competition Participants*.

1.4.3.2 The PEM Auditor shall perform the functions stated in clause 1.4.3.1 in accordance with Chapter 1 of the *WESM Rules* and relevant *Market manuals*.

1.5 GOVERNANCE OF THE MARKET

1.5.1 The provisions of Chapter 1 of the *WESM Rules* shall govern the operations of the *Central Registration Body* and the participation and transactions of *Suppliers* and *Contestable Customers*.

1.5.2 When relevant, necessary or practicable, the PEM Board may create working groups to deal with matters specifically pertaining to the operations of the *Central Registration Body* and the participation and transactions of *Suppliers* and *Contestable Customers*.

1.6 MARKET INFORMATION AND CONFIDENTIALITY

- 1.6.1** Confidentiality and disclosure of information pertaining to these *Retail Rules* are set out in Chapter 2, Chapter 3 and Chapter 4 of these *Retail Rules*.
- 1.6.2** Unless any provision of these *Retail Rules* pertaining to specific information provide otherwise, the provisions of Chapter 5 of the *WESM Rules* also apply to retail competition market information, provided that the matters set out in said Chapter 5 pertaining to the *Market Operator* shall likewise pertain to the *Central Registration Body*.

1.7 ENFORCEMENT AND DISPUTES

The provisions of Chapter 7 of the *WESM Rules* shall apply with respect to enforcement and disputes related to these *Retail Rules*.

1.8 RULE CHANGE PROCESS

The provisions of Chapter 8 of the *WESM Rules* shall apply with respect to changes to be made to these *Retail Rules and Market Manuals*. Provided, further, that such changes shall be approved by the DOE.

CHAPTER 2: REGISTRATION

2.1 SCOPE OF CHAPTER 2

This Chapter 2 sets out the rules for registration of *Suppliers*, *Contestable Customers* and *Retail Metering Services Providers*.

2.2 CONTESTABLE CUSTOMERS

- 2.2.1** Contestability of electricity end users shall be certified by the *ERC* and only the end users that have been issued a certification of contestability may be registered and permitted to transact with the *Central Registration Body*, or, as a voluntary *Participant* in the *WESM*.
- 2.2.2** Distribution utilities shall notify the *Central Registration Body* of any end user that has met the requirements to be certified as *Contestable Customer* and shall provide the customer information required in Section 2.3 of this Chapter 2. Upon such notice, the *Central Registration Body* shall secure confirmation from the *ERC* if such end user has been certified as contestable and, if so certified, shall maintain a record of the customer for registration and other purposes specified in these rules.
- 2.2.3** A *Contestable Customer* duly certified and recorded by the *Central Registration Body* may voluntarily:
- a) Elect to source its supply from a *Supplier* and the *WESM*, and register as a *Direct WESM Member*, in accordance with the procedures under Chapter 3 of these *Retail Rules*;
 - b) Elect to source its supply from a *Supplier* and register with the *Central Registration Body*; or
 - c) Continue to be served by the *Distribution Utility* until it elects to purchase electricity from a *Supplier* or the *WESM*.
- 2.2.4** The registration of *Contestable Customers* shall be in respect to their facilities that have been issued certifications of contestability by the *ERC*, Provided, that –
- 2.2.4.1 *Contestable Customers* that have more than one *registered facility* shall have multiple registrations; and
 - 2.2.4.2 Registration shall be in accordance with the certification of contestability issued by the *ERC* and each *registered facility* covered by one certification of contestability shall have a single and separate registration, regardless that the same is served by more than one metering installation.
- 2.2.5** *Contestable Customers* that are directly connected to the *transmission system* shall be listed with the *Central Registration Body* based on the information from the *ERC* for monitoring purposes.

2.3 CONTESTABLE CUSTOMER INFORMATION

2.3.1 Customer Information Requirements of the *Central Registration Body*

- 2.3.1.1 All *Distribution Utilities* shall submit the following information to the *Central Registration Body* on all end users within its franchise area that it deems to have already met the required demand threshold.
- (a) Customer name;
 - (b) Billing and service addresses;
 - (c) Customers' account number;
 - (d) Customer contact information (telephone numbers and e-mail addresses);
 - (e) Meter number;
 - (f) Meter specifications (interval metering, channels); and
 - (g) SEIN of the grid *metering point* of the *Distribution Utility* where the supply of the end user passes through
- 2.3.1.2 The *Central Registration Body* shall publish the detailed list of information that it requires and the timetable and procedures for submission in the relevant *Market Manual*.
- 2.3.1.3 The *Central Registration Body* shall provide a monthly report to each *Distribution Utility* on their respective compliance with Clauses 2.3.1.1 and 2.3.1.2.
- 2.3.1.4 The *Central Registration Body* shall submit a quarterly report to the *ERC* and the *DOE* on the compliance of the *Distribution Utilities* to Clauses 2.3.1.1 and 2.3.1.2.

2.3.2 Request and Release of Customer Information

- 2.3.2.1 Upon prior authorization, provided in written or electronic form, by a *Contestable Customer*, the *Central Registration Body* shall provide the information so authorized to the *Supplier* or to such other person or entity authorized by the *Contestable Customer*.
- 2.3.2.2 The information shall be provided in such form and upon payment of fees as the *Central Registration Body* deems appropriate.
- 2.3.2.3 The *Central Registration Body* shall prepare and publish the procedures for request and release of customer information and the corresponding service fees.

2.4 SUPPLIERS AND RETAIL METERING SERVICES PROVIDERS

- 2.4.1 Before being able to transact for the supply of electricity to *Contestable Customers*, *Suppliers* shall:

- 2.4.1.1 Hold a licence or authorization from the *ERC* to act as a retail electricity *Supplier*, and
- 2.4.1.2 Register in the *WESM* as a *Direct WESM Member* under the *Customer Trading Participant* category and shall fulfil all

such registration requirements as set out in the *WESM Rules* Chapter 2.

- 2.4.2 **Distribution utilities** before being able to transact for the supply of electricity to *Contestable Customers*, as *Supplier* and/or *Supplier of Last Resort*, shall register as a *Direct WESM Member* in accordance with the requirements and procedures for registration set out in the *WESM Rules* Chapter 2 for transactions in respect to the supply of electricity to *Contestable Customers*.
- 2.4.3 Before being able to provide metering services for *Contestable Customers*, a *Retail Metering Services Provider* shall:
- 2.4.3.1 Hold license as a *Retail Metering Services Provider* issued by the *ERC*; and
 - 2.4.3.2 Register in the *WESM* as a *Retail Metering Services Provider* and shall fulfil all such registration requirements as set out in the *WESM Rules* Chapter 2 and relevant *Market Manual*.
- 2.4.4 At the commencement of *retail competition*, the *Distribution Utilities* shall serve as the default *Retail Metering Services Provider* for *Contestable Customers* with service addresses located within their franchise area, and as such, are deemed registered in the *WESM* without need of complying with the requirements set in Clause 2.4.3 of this Chapter 2.

2.5 REGISTRATION PROCESS

The *Central Registration Body* shall prepare and publish a *Market Manual* in accordance with Chapter 8 of the *WESM Rules* which sets out:

- 2.5.1 The requirements and procedures which *Suppliers*, *Contestable Customers* and *Retail Metering Services Providers* shall follow to enable registration in the *WESM*, which requirements and procedures shall be consistent with relevant provisions of *WESM Rules* Chapter 2.
- 2.5.2 The data required to be provided to the *Central Registration Body* for registration as a *Supplier*, *Contestable Customer*, or *Retail Metering Services Provider*.

2.6 SUSPENSION, DE-REGISTRATION AND CESSATION OF MEMBERSHIP

The suspension, de-registration and cessation of the membership of *Suppliers* and *Contestable Customers* in the *WESM* shall be governed by the *WESM Rules* and relevant *Market Manuals*.

CHAPTER 3: THE MARKET

3.1 SCOPE OF CHAPTER 3

This chapter sets out the rules which govern operation of the market pertaining to the following and related matters:

- 3.1.1 Switching of *Suppliers* by *Contestable Customers*
- 3.1.2 Settlement of the transactions of *Suppliers* and *Contestable Customers* in the *WESM*; and
- 3.1.3 Failure of *Suppliers*.

3.2 CONTESTABLE CUSTOMER TRANSACTIONS

3.2.1 Conditions for *Customer switching*

- 3.2.1.1 Switching shall apply to the commercial transfer of a *Contestable Customer* from one *Supplier* to another, other than a transfer to a *Supplier of Last Resort* in case of a last resort event for which section 3.4 of this Chapter 3 shall apply.
- 3.2.1.2 Switching does not apply to transfer by a *Directly-Connected Customer* or a *Supplier* to a *Generation Company*, provided that such transfer shall be subject to the *bilateral contract* enrolment procedures set out in the *WESM Rules*.
- 3.2.1.3 A *Supplier* may submit a *switch request* to the *Central Registration Body* if the following conditions are met:
 - a) A supply contract has been entered into between the *Supplier* and the *Contestable Customer* for which the *Switch request* is made; and
 - b) There is an existing and valid wheeling service agreement with the relevant *Distribution Utility* or *Network Service Provider* and a metering services agreement with a registered Metering Services Provider, covering the *Contestable Customer*.
 - c) The *Contestable Customer* has no financial obligations with its *Network Service Provider*, in case of initial switch, or its incumbent *Supplier*.
- 3.2.1.4 *Switching* may take effect at the proposed switch effective date submitted by the new *Supplier*.

3.2.2 Procedures for Switching

- 3.2.2.1 Once all the conditions set forth in Clause 3.2.1.3 are met, the new *Supplier* shall submit the *switch request* to the *Central Registration Body* not later than seven (7) working days prior to the proposed effective date. The *switch request* shall include an attestation duly signed by:
 - a) the *Supplier* and the *Contestable Customer* of the existence of a retail supply contract between the

- two parties, and the term of the retail supply contract including the effectivity dates;
- b) the *Supplier or the Contestable Customer, as applicable*, and the relevant *Distribution Utility* of the existence of a valid wheeling service agreement covering the *Contestable Customer*;
 - c) the *Supplier or the Contestable Customer, as applicable*, and the registered *Retail Metering Services Provider* of the existence of a metering services agreement covering the *Contestable Customer*; and
 - d) the incumbent *Supplier* or, if not served by a *Supplier*, the *relevant Distribution Utility* that the *Contestable Customer* has no outstanding balance.

The *Supplier* or the *Contestable Customer* registering as a *Direct WESM Member* shall also submit the projected metering quantities and the percentage that will be purchased from the WESM by the *Contestable Customer*, as applicable.

The *Central Registration Body* shall immediately evaluate the completion of the abovementioned requirements, including verification of information of the *Contestable Customer* as submitted by the *Distribution Utilities* under Clause 2.3.1.1, and it shall notify the *Supplier* and the *Contestable Customer*, as applicable, on the status and further requirements, if any, such as prudential requirement, for the approval of switch request within two (2) working days from the receipt of the switch request. All shortcomings by the *Supplier* and the *Contestable Customer* shall be rectified within two (2) working days from the receipt of the *Central Registration Body's* notice.

3.2.2.2 If the *Central Registration Body* verifies that all the conditions are met and *Contestable Customer* for which the *switch request* is made for voluntary registration as a *Direct WESM Member*.

- a) The *Contestable Customer* that opts to voluntarily register as *Direct WESM Member* shall update its prudential requirements if so required by the *Market Operator* within two (2) *working days* from receipt of notice thereof.
- b) Upon confirmation that the prudential requirements and metering requirements are satisfied, the *Central Registration Body* shall approve the switch request and it shall notify the new *Supplier*, the incumbent *Supplier*, the *Contestable Customer*, *Retail Metering Services Provider* and the relevant *Distribution Utility* or *Network Service Provider* of the confirmation of the *switch request* and the

effective date of the switch within two (2) working days.

3.2.2.3 If the *Central Registration Body* verifies that all conditions are met and for which the *switch request* is made for a *Contestable Customer* not intending to register in the *WESM*:

- a) The new *Supplier* of the *Contestable Customer* shall update its prudential requirements if so required by the *Market Operator* within two (2) *working days* from the receipt of notice from the *Central Registration Body* to ensure that it continuously satisfies the prudential requirements as set out in the *WESM Rules*.
- b) Upon confirmation that the prudential requirements and metering requirements are satisfied, the *Central Registration Body* shall approve the switch request and it shall notify the new *Supplier*, the incumbent *Supplier*, *Retail Metering Services Provider* and the relevant *Distribution Utility* or *Network Service Provider* of the confirmation of the switch request and the effective date of the switch within two (2) working days.

3.2.2.4 If the *Central Registration Body* verifies that the conditions set forth in Clauses 3.2.2.1, 3.2.2.2 and 3.2.2.3 are not met or if the *Market Operator* confirms that the prudential requirements are not fully satisfied:

- a) The *Central Registration Body* shall notify the *Supplier* which submitted the *switch request*, the incumbent *Supplier* and the relevant *Distribution Utility* or *Network Service Provider* that the *switch request* shall not take effect and the reasons therefore within the prescribed timeframe set forth in this *Retail Rules*.
- b) The *Supplier* which submitted the *switch request* may rectify the shortcomings in the previous *switch request* and submit the complete requirements to the *Central Registration Body* within the prescribed timeframe under Clause 3.2.2.1.
- c) If the shortcoming pertains to prudential requirements, the party required to comply shall update its prudential requirements to the satisfaction of the *Market Operator* within the prescribed timeframe under Clause 3.2.2.2 or Clause 3.2.2.3.
- d) If the shortcoming pertains to the metering requirements, the relevant *Distribution Utility* as the *Retail Metering Service Provider* shall complete the

requirements within the prescribed time frame under Clause 3.2.2.6.

- e) If the shortcomings are not rectified within the prescribed timeframe, the *Central Registration Body* shall notify the *Supplier* within three (3) *working days* that the *switch request* will not be processed and shall require the *Supplier* to submit a new *switch request* when all conditions have been met by the *Supplier*.

3.2.2.5 If the *Central Registration Body* determines under Clause 3.2.2.1 that the *Contestable Customer* has lacking customer information as required under Clause 2.3.1.1, the *Central Registration Body* shall notify the relevant *Distribution Utility* within two (2) *working days* to provide the necessary information. The *Distribution Utility* shall submit the necessary information within two (2) *working days* from the receipt of the notification.

3.2.2.6 A *Distribution Utility* as *Retail Metering Service Provider* that has received a notification from the *Central Registration Body* in connection with Clause 3.2.2.5, particularly on the standard metering requirement, shall comply with the metering requirements and submit the necessary information to the *Central Registration Body* within fifteen (15) *working days* from the receipt of the notification. The *Central Registration Body* shall inform the new *Supplier* of the lacking customer information and the status of the submission of the *Distribution Utility*. Failure to submit may subject the *Distribution Utility* to appropriate sanctions. The *Supplier* shall submit updated switch effective date, if necessary, to the *Central Registration Body* if the original switch effective date will be affected by metering installation.

3.2.3 Customer Relocation

3.2.3.1 A *Contestable Customer* that wishes to relocate to a new service address within the same franchise area or in the franchise area of another *Distribution Utility* or *Network Service Provider* and wishes to continue to be served by its present *Supplier* shall send a prior request for relocation of service to the *Supplier* and the relevant *Distribution Utilities* or *Network Service Providers*.

3.2.3.2 If the *Supplier* agrees to continue to provide service, the parties shall notify the *Central Registration Body* of the relocation and shall effect the relocation in accordance with the requirements and procedures set by the relevant *Distribution Utilities* or *Network Service Providers*.

3.2.3.3 If the *Supplier* does not agree to continue to provide service:

- a) The *Contestable Customer* shall, prior to relocation, switch to a new *Supplier* in accordance with the requirements and procedures set in Clause 3.2.2.
- b) If the *Contestable Customer* fails to comply with the conditions set out in the previous paragraph, the *Central Registration Body* shall notify the *Supplier* and the relevant *Distribution Utility* or *Network Service Provider*. The *Distribution Utility* or *Network Service Provider* shall then not permit the relocation to the new service area, or if relocation has already been effected, the *Distribution Utility* or *Network Service Provider* concerned shall cause the disconnection of the *Contestable Customer*.

3.2.3.4 The conditions and procedures set out in this Clause 3.2.3 shall apply only when the *registered facility* of a *Contestable Customer* is transferred to different service address and the certification of contestability issued by the *ERC* remains valid; Provided, however that if a new certificate of contestability is issued by the *ERC* for the facility at its new location, this Clause 3.2.3 shall not apply.

- a) The *Contestable Customer* may apply for new registration in respect to said facility, which registration shall be governed by Chapter 2 of these *Retail Rules*; and
- b) The *Central Registration Body* shall cease the registration of the previously-registered facility in accordance with Chapter 2 of the *Retail Rules* and relevant *Market manuals*.

3.2.4 Prohibited Customer Transfer

A *Supplier* shall not be permitted to transfer a *Contestable Customer* to another *Supplier* without the authorization of the affected *Contestable Customer* and without complying with the *Customer switching* requirements and procedures set out in clause 3.2.2.

3.2.5 Termination of *Supplier Service* by the *Supplier*

3.2.5.1 If the *Supplier* does not intend to renew the supply contract of a *Contestable Customer*, it shall send a notice of non-renewal to the *Contestable Customer* and the *Central Registration Body* at least thirty days prior to the expiration of the term of the contract.

3.2.5.2 If the *Supplier* intends to terminate the contract prior to the expiration of its term, it shall send a notice of the termination to the *Contestable Customer* in accordance with terms specified in their contract, and prior to the date of termination, to the *Central Registration Body* and to the relevant *Network Service Provider* and *Retail Metering Services Provider*.

3.2.5.3 In case of non-renewal or termination of the supply contract, the *Contestable Customer* shall:

- a) Switch to another *Supplier* in accordance with the requirements and procedures set out in Clause 3.2.2; and
- b) If the *Contestable Customer* is a *Direct WESM Member*, be responsible for complying with prudential requirements set out in the *WESM Rules*.

3.2.5.4 If the *Contestable Customer* is not a *Direct WESM Member* and it fails to successfully switch to another *Supplier* prior to the expiration of the supply contract, its original *Supplier* shall:

- a) Initiate the disconnection of said *Contestable Customer* following prevailing rules and procedures for disconnection; and
- b) Notify the *Central Registration Body* that it has initiated disconnection procedures.

3.2.5.5 The termination of the contract shall be given effect by the *Central Registration Body* only if the conditions set forth in clauses 3.2.5.3 or 3.2.5.4 of this Chapter 3 are met.

3.2.6 The *Central Registration Body* shall prepare and publish a *Market Manual* that sets out in more detail the relevant timelines, requirements and procedures for carrying out the *Contestable Customer* transactions described in this section 3.2.

3.3 SETTLEMENT QUANTITIES

3.3.1 The settlement quantities of *Contestable Customers* and *Suppliers* in each *settlement interval* of the billing period shall be determined in accordance with this Chapter 3.

3.3.2 Determining the Gross Energy Settlement Quantities of Contestable Customers and Suppliers

3.3.2.1 The *metered quantity* of each *Contestable Customer* connected to a *grid off-take metering point* shall be determined as the net metered flows at their respective metering installations associated with such *grid off-take metering point*. The *gross energy settlement quantity* of each *Contestable Customer* that is a *Direct WESM Member* shall be its *metered quantity*. The *gross energy settlement quantity* of each *Supplier* shall be determined for each *grid off-take metering point* with which it has a *Contestable Customer* that is not a *WESM Member*.

3.3.2.2 The *Central Registration Body* shall determine the *metered quantity* of the *Contestable Customers* at a *grid off-take metering point* using the meter data provided by the relevant *Retail Metering Services Provider* to the *Central Registration Body* in accordance with relevant *Market Manual*.

- 3.3.2.3 The *gross energy settlement quantity* of each *Supplier* for each *grid off-take metering point* shall be determined as the sum of the *metered quantities* of all *Contestable Customers* that are not *WESM Members* associated with such *grid off-take metering point*.

3.3.3 Declaration of Bilateral Contract Quantities

- 3.3.3.1 If a *bilateral contract* is entered into with a *Generation Company* for the supply of electricity to a *Contestable Customer* and the parties wish the contract to be accounted for in settlement, the *Generation Company* shall declare the *bilateral contract* quantities in accordance with the requirements, timetable and procedures set out in Chapter 3 of the *WESM Rules* and in relevant *Market Manual*.
- 3.3.3.2 Contracts entered into between *Suppliers* for the supply of electricity to a *Contestable Customer* shall not be accounted for in settlements but will be settled by the parties among themselves.

3.3.4 Settlement Process

The settlement of the transactions and billing of *Suppliers* and *Contestable Customer* that is a *Direct WESM Member* shall be performed by the *Market Operator* in accordance with the settlement process set out in Chapter 3 of the *WESM Rules*.

3.3.5 Settlement of *Contestable Customers* with their *Suppliers*

Billing and settlement of the transactions of the *Contestable Customers* with their respective *Suppliers* shall be performed by the parties in accordance with their contracts and applicable rules and regulations promulgated by the *ERC* and other competent agencies.

3.3.6 Prudential Requirements

- 3.3.6.1 *Suppliers* and *Contestable Customers* that are registered as *Direct WESM Members* shall comply with the prudential requirements as set out in Chapter 3 of the *WESM Rules*.
- 3.3.6.2 The amount of security that will be required of a *Supplier* shall be determined based on the aggregate trading limits and maximum exposure determined in accordance with Chapter 3 of the *WESM Rules* of all the *Contestable Customers* for which such *Supplier* is transacting.

3.3.7 Settlement Information

- 3.3.7.1 Settlement information identifiable to *Trading Participant* shall be treated as confidential information by the *Market Operator* and as the *Central Registration Body*, and shall be subject to the provisions of Chapter 5 of the *WESM Rules*.
- 3.3.7.2 Access to settlement information pertaining to *Contestable Customers* not registered in the *WESM* shall be provided to

their respective *Supplier* counterparties, provided, however that those *Contestable Customers* may be provided access to their own settlement information upon request from the *Central Registration Body*.

3.4 FAILURE OF A SUPPLIER

3.4.1 A *Contestable Customer* shall be transferred to the *Supplier of Last Resort* upon occurrence of any one of the following last resort events:

- 3.4.1.1 The *Supplier* has ceased to operate;
- 3.4.1.2 The *Supplier's* license or authorization has been revoked by the *ERC*;
- 3.4.1.3 The *Supplier* is no longer permitted to trade in the *WESM* due to suspension, deregistration or cessation of membership; or
- 3.4.1.4 The agreements for transmission, wheeling or distribution services with the relevant *Network Service Provider* or *Distribution Utility* have been terminated.

3.4.2 When the *Central Registration Body* determines the occurrence of a last resort event, it shall notify the affected *Contestable Customers*, the *Supplier of Last Resort*, and the defaulting *Supplier* if practicable, of the occurrence and the effective date of the transfer of the *Contestable Customers* to the *Supplier of Last Resort*.

3.4.3 The following procedures shall be observed upon the occurrence of a last resort event :

- 3.4.3.1 Within twenty-four hours from being notified of the occurrence of the last resort event, the *Contestable Customer* shall notify the *Central Registration Body* and the *Supplier of Last Resort* if it chooses to be served by the latter.
- 3.4.3.2 Within twenty-four hours upon receiving notice from the *Contestable Customer*, the *Supplier of Last Resort* shall inform the *Contestable Customer* of the terms of its supply contract and the applicable rates.
- 3.4.3.3 The parties shall then notify the *Central Registration Body* that the *Contestable Customer* has agreed to be served by the *Supplier of Last Resort* no later than forty-eight (48) hours after being notified of the occurrence of the last resort event and submit an attestation of the agreement duly signed by the *Contestable Customer* and the *Supplier of Last Resort*.

3.4.4 Within twenty-four hours upon being notified of the last resort event, a *Contestable Customer* that is a *Direct WESM Member* –

- 3.4.4.1 If it chooses to be served by the *Supplier of Last Resort*, shall take the necessary actions as set out in clause 3.4.3; or
- 3.4.4.2 If it chooses not to be served by the *Supplier of Last Resort*, shall submit additional securities required by the *Market*

Operator as necessary to fully satisfy the prudential requirements set out in the *WESM Rules*.

3.4.5 Disconnection of the *Contestable Customer* affected by a last resort event shall be initiated in accordance with prevailing rules and regulations on disconnection under the following conditions –

3.4.5.1 At the instance of the *Central Registration Body* if the *Contestable Customer* that elected to be served by a *Supplier of Last Resort* -

- a) Fails to give notice within the period set out in clause 3.4.3.1; or
- b) Provides notice that it elects not to be transferred to a *Supplier of Last Resort* within the period set out in clause 3.4.3.1; or
- c) fails to enter into contract with the *Supplier of Last Resort*; or
- d) Fails to serve notice within the period set out in clause 3.4.3.3.

3.4.5.2 In accordance with the conditions and procedures set out in *WESM Rules* section 3.15 and relevant *WESM* manual on suspension or deregistration of the *Direct WESM Member Contestable Customer* that elects not to be served by a *Supplier of Last Resort* fails to satisfy the prudential requirements set by the *Market Operator*.

3.4.6 The disconnection shall be carried out by the relevant *Distribution Utility* or *Network Service Provider* upon receipt of notice of disconnection served by the *Central Registration Body* in accordance with the procedures and timeline set out in relevant rules and regulations on disconnection of *Contestable Customers*.

3.4.7 The *Supplier of Last Resort* shall ensure that it complies at all times with the prudential requirements as set out in Chapter 3 of the *WESM Rules*.

CHAPTER 4: METERING

4.1 SCOPE AND APPLICATION OF CHAPTER 4

4.1.1 This Chapter 4 sets out the:

- 4.1.1.1 Obligations of the *Retail Metering Services Provider*, the *Central Registration Body* and *Trading Participants*;
- 4.1.1.2 Requirements in relation to the installation, use and security of meters of *Contestable Customers*;
- 4.1.1.3 Manner in which metering data of *Contestable Customers* is to be used and managed;
- 4.1.1.4 Manner in which the metering database of the *Central Registration Body* is to be managed; and
- 4.1.1.5 Manner in which new technologies are to be adopted.

4.1.2 This Chapter shall apply only to the provision of metering services and *metering installations* by *Retail Metering Services Providers* to *Contestable Customers* that are connected to a distribution system operated by a *Distribution Utility* and have *opted to switch to a Supplier or procure electricity from the WESM*.

4.1.3 Provision of metering services and *metering installations* to *Contestable Customers* which are *directly connected end users* shall be in accordance with Chapter 4 of the *WESM Rules*.

4.2 METERING SERVICE PROVIDERS

4.2.1 Other than the *Distribution Utility* that acts as the default *Retail Metering Services Provider* for the *Contestable Customers* within its franchise area, all *Retail Metering Services Providers* shall register with the *Central Registration Body* in accordance with Chapter 2 of these Rules before being allowed to provide metering services for *retail competition*.

4.2.2 All *Retail Metering Services Providers*, including the *Distribution Utility* acting under Clause 4.2.1 of this Chapter 4 shall comply with and be subject to the provisions of Chapter 4 and other relevant provisions of the *WESM Rules* and to relevant *Market Manual*, except only as these are modified in these Rules.

4.3 PROVISION OF METERING INSTALLATIONS

4.3.1 ***Metering installations* shall:**

- 4.3.1.1 Be provided by the *Retail Metering Services Provider*;
- 4.3.1.2 Comply in all respects with the requirements of the *Distribution Code* relating to unbundled service, relevant regulatory issuances, and relevant *Market Manual* being implemented by the *Central Registration Body*.

4.3.2 ***A metering installation* shall:**

- 4.3.2.1 Be registered in the *WESM* through the *Central Registration Body*;

- 4.3.2.2 Have electronic data recording facilities such that all *metering data* can be measured and recorded on an *interval* basis.

4.3.3 Meter Accuracy

The class of *metering installation* and the accuracy requirements for a metering point shall be as set out in the relevant *Market Manual* and in accordance with *Philippine Distribution Code*.

4.3.4 Use of meters

- 4.3.4.1 The registered *metering installation* shall be used by the *Central Registration Body* as the primary source of *metering data* for the accounting and settlement, as applicable, of the transactions of *Contestable Customers* and *Suppliers* registered in the *WESM*.
- 4.3.4.2 Notwithstanding any other provision of this Chapter 4, the *Central Registration Body* will not be liable to any person or entity in respect of any inaccuracies, discrepancies or other defects in *metering data*, including *metering data* which is stored in the metering database; Provided that these do not arise from the gross negligence or willful misconduct of the *Central Registration Body*.
- 4.3.4.3 Where a *metering installation* is used for purposes in addition to the provision of *metering data* to the *Central Registration Body* then:
- a) That use shall be consistent with requirements of the *WESM Rules*, this *Retail Rules*, the *Distribution Code* or any applicable laws; and
 - b) The *Retail Metering Services Provider* shall coordinate the entities that use the *metering installation* for such other purposes to ensure compliance with this clause 4.3.4.3.

4.3.5 Security of Metering Equipment

The *Retail Metering Services Provider* shall comply with the *Philippine Distribution Code* with regard to the security of the metering equipment.

4.3.6 Security of *Metering Data* Held in a *Metering Installation*

The *Retail Metering Services Provider* shall comply with the *Philippine Distribution Code* with regard to the security of *metering data*.

4.3.7 Performance of *Metering Installations*

- 4.3.7.1 The *Retail Metering Services Provider* shall use all reasonable endeavours to ensure that *metering data* is capable of being transmitted to the metering database from its *metering installations*:
- a) Within the applicable accuracy parameters described in the *Philippine Distribution Code* and relevant *Market Manual*; and

- b) Within the time required for settlement and at a level of availability of at least ninety-nine percent per annum or as otherwise agreed between the *Central Registration Body* and the *Retail Metering Services Provider*.

- 4.3.7.2 If a *metering installation* malfunctions or defect occurs, the *Retail Metering Services Provider* shall ensure that repairs shall be made as soon as practicable and in any event within one (1) week for the meter and within three (3) months for the instrument transformer from occurrence of the defect or malfunction, unless otherwise extended by the *Central Registration Body* upon request of the *Retail Metering Services Provider*.
- 4.3.7.3 A *Contestable Customer* who becomes aware of a *metering installation* malfunction or other defect shall advise the *Retail Metering Services Provider* and the *Central Registration Body* immediately after it was detected.

4.3.8 Meter Time

- 4.3.8.1 The *Retail Metering Services Provider* shall ensure that all *metering installation* and data logger clocks are referenced to Philippines Standard Time.
- 4.3.8.2 The metering database time shall be set within an accuracy of plus or minus one second of Philippines Standard Time.

4.4 METERING DATA

4.4.1 Changes to Metering Data

The *Retail Metering Services Provider* shall not make, cause or allow any alteration to the original stored data in a *metering installation*; and shall use reasonable endeavours to ensure that no other person or entity does the same.

4.4.2 Data Transfer and Collection

- 4.4.2.1 The *Retail Metering Services Provider* shall retrieve the *metering data* from the meter and transmit the data to the *Central Registration Body* within the period set out in the relevant *Market Manual*.
- 4.4.2.2 The *Retail Metering Services Provider* shall not make, cause or allow any alteration to the original stored *metering data* as retrieved in the *metering installation*.
- 4.4.2.3 The *Retail Metering Services Provider* must be capable of sending *metering data* in the required format to the *Central Registration Body*.
- 4.4.2.4 The *Retail Metering Services Provider* shall, at its own cost, ensure that *metering data* derived from a *metering installation* for which it is responsible shows the time and date at which it is recorded and is capable of being transmitted from the *metering installation* to the metering database in accordance with the *Central Registration Body's* reasonable requirements.

4.4.3 Conversion to Dispatch Interval Data

- 4.4.3.1 The *Central Registration Body* shall be responsible for converting the interval *metering data* submitted by the *Retail Metering Services Providers* to *metering data* for each *dispatch interval* of the *WESM*.
- 4.4.3.2 The *Central Registration Body* shall publish in the relevant *Market Manual* the procedures for converting interval *metering data* to *dispatch interval metering data*.

4.5 DATABASES

4.5.1 Installation Databases

- 4.5.1.1 The *Retail Metering Services Provider* shall create, maintain and administer an installation database in relation to all its *metering installations*.
- 4.5.1.2 The *Retail Metering Services Provider* shall ensure that each affected *Supplier*, *Distribution Utility*, and *Contestable Customer* as well as the *Central Registration Body* is given access to the information in its installation database at all reasonable times and:
 - a) In the case of data sixteen months old or less, within seven *working days* of receiving written notice from the person or entity seeking access; and
 - b) In the case of data more than sixteen months old, within thirty *working days* of receiving written notice from the person or entity seeking access.
- 4.5.1.3 The *Retail Metering Services Provider* shall ensure that its installation database contains the information specified in relevant *market manuals*.

4.5.2 Metering Database

- 4.5.2.1 The *Central Registration Body* shall create, maintain and administer a metering database, which shall include a metering register containing information for each *metering installation* registered with the *Central Registration Body*.
- 4.5.2.2 The metering database shall include metering data, energy data, data substituted in accordance with section 4.6 of this Chapter 4 and all calculations made for settlement purposes.
- 4.5.2.3 Data shall be stored in the metering database:
 - a) For sixteen months in accessible format; and
 - b) For ten years in archive.

4.5.3 Rights of Access to *Metering Data*

The only entities entitled to have either direct or remote access to *metering data* on a read only basis from the metering database or the metering register in relation to a metering point are:

- 4.5.3.1 Each *Supplier* whose gross energy settlement quantities are determined by reference to quantities of energy flowing through that metering point,
- 4.5.3.2 The *Retail Metering Services Provider* who is responsible for the *metering installation* at that metering point,
- 4.5.3.3 The *Central Registration Body* and its authorized agents;
- 4.5.3.4 The *Market Operator* and its authorized agents;
- 4.5.3.5 Any *Contestable Customer* with respect to the *metering data* in relation to the metering point registered to it;
- 4.5.3.6 Any *Distribution Utility* with respect to *Contestable Customers* whose facilities are located in its franchise area and for whom said *Distribution Utility* is not the Retail Metering Services Provider;
- 4.5.3.7 The *Market Surveillance Committee*;
- 4.5.3.8 The Enforcement and Compliance Office;
- 4.5.3.9 The *Market Assessment Group*;
- 4.5.3.10 The PEM Auditor;
- 4.5.3.11 The *DOE*; and
- 4.5.3.12 The *ERC*.

4.5.4 Confidentiality

Metering data identifiable to a *Trading Participant* or *Contestable Customer* shall be treated by the *Central Registration Body* and the *Market Operator* as confidential and shall be subject to the provisions of Chapter 5 of the *WESM Rules*.

4.5.5 Payment for Access to Metering Data

Except for costs incurred in the transmission and access of data to the *Central Registration Body*, to the *Market Operator*, to *Suppliers*, to *Distribution Utilities* and to *Contestable Customers* for purposes of settlements, all reasonable costs that will be incurred by the *Retail Metering Services Provider* in providing access to *metering data* at a *metering installation* or by the *Central Registration Body* in providing access to information in the metering database shall be paid by the person or entity whom the *metering data* or information was provided.

4.6 DATA VALIDATION AND SUBSTITUTION

4.6.1 The *Retail Metering Services Provider* is responsible for supplying settlement-ready meter data to the *Central Registration Body* and, in case of *metering data* error, shall be responsible for the validation and substitution of the affected *metering data* in accordance with clause 4.6.2 of this Chapter 4.

4.6.2 In case of metering data error, the *Retail Metering Services Provider* shall perform validation, estimation and editing in order to derive corrected *metering data*. The *Retail Metering Services Provider* shall substitute *metering data* in accordance with the *relevant Market Manual*.

- 4.6.2.1 Perform validation, estimation and editing in order to derive corrected *metering data* in accordance with the procedures set out in relevant *Market manuals*;

- 4.6.2.2 Present the corrected or substituted meter data to the *Central Registration Body* and the affected *Contestable Customer, Supplier and Distribution Utility*.
 - 4.6.2.3 In case of dispute with respect to the validation and substitution implemented by the *Retail Metering Services Provider* under clauses 4.6.2.1 and 4.6.2.2 of these *Retail Rules* shall issue a certification on the corrected or substituted meter data which shall be submitted to the *Central Registration Body*, the affected *Contestable Customer, Supplier and Distribution Utility*.
 - 4.6.2.4 Perform the obligations set out in this clause 4.6.2 notwithstanding any dispute raised by the affected *Contestable Customer, Supplier or Distribution Utility*.
- 4.6.3 In case of dispute with respect to the validation and substitution implemented by the *Retail Metering Services Provider* under Clause 4.6.2 of these *Retail Rules*, the *Retail Metering Services Provider* shall issue a certification on the corrected or substituted meter data which shall be submitted to the *Central Registration Body*, the affected *Contestable Customer, Supplier and Distribution Utility*. The *Retail Metering Services Provider* shall perform the obligations set out in this Clause 4.6.3 notwithstanding any dispute raised by the affected *Contestable Customer, Supplier or Distribution Utility*.

4.7 PROCESSES AND REVIEW

The *Central Registration Body* shall undertake a periodic review of the provisions of this Chapter 4 in accordance with Section 4.10 of the *WESM Rules*.

4.8 AUDIT OF METERING ARRANGEMENTS

- 4.8.1 The PEM Auditor shall conduct review and audit of the metering arrangements and compliance of the Retail Metering Services Providers and the *Central Registration Body* annually or for such other period as determined by the PEM Board.
- 4.8.2 The metering arrangements and compliance review and audit shall be conducted in the manner set out in relevant *Market Manual*.

4.9 FORMULATION AND PUBLICATION OF MARKET MANUAL

The *Central Registration Body* shall formulate and publish a *market manual* that:

- 4.9.1 Describes the class and accuracy requirements of metering installations consistent with the *Philippine Distribution Code* and relevant regulatory issuances;
- 4.9.2 Defines the procedures that *Retail Metering Services Providers* must undertake to substitute erroneous meter data;
- 4.9.3 Defines the information that must be contained in the installation database of a *Retail Metering Services Provider* and
- 4.9.4 Other relevant procedures to implement the provisions of this Chapter 4.

CHAPTER 5: GLOSSARY

Billing and settlement timetable - Timetable implemented by the *Market Operator* for the calculation, billing, collection and payment of settlement amounts of *Trading Participants* in the *WESM*.

Captive customer - An electricity end user who does not have a choice of a *Supplier* of electricity, as may be determined by the *ERC* in accordance with the Act. Collectively, the end users make up the captive market.

Central Registration Body - The entity designated by the *DOE* to undertake the management of the required systems and processes and information technology system that is capable of handling *Customer switching* and information exchange as well as their transactions in the *WESM*.

Contestable Customers - An electricity end user that is certified by the *ERC* as having met the demand threshold for contestability as set out in the Act. Collectively, these end users make up the contestable market.

Customer switching - Commercial transfer of a *Contestable Customer* to another, other than a transfer to a *Supplier of Last Resort*

Direct Member counterparty, also **Direct WESM Member counterparty**- Direct Member that transacts in the *WESM* on behalf of an Indirect Member

Directly Connected Customer, also **directly connected end user**—refer to industrial or bulk electricity end-users, which are directly supplied with electricity by a Generation Company or Power Sector Assets and Management Corporation (PSALM) or NPC pursuant to Republic Act No. 6395 as amended by Presidential Decree No. 395.

Grid off-take metering point - Metering point at a grid at which the settlement quantity of a *Contestable Customer* connected to a distribution system will be determined

Initial commercial operations - The period commencing from start of commercial operations of retail competition as declared by the *ERC* and ending before the start of the billing month in which regular *Customer switching* is permitted.

Last resort supply event - Any of the events stated in these *Retail Rules* that will give reason for a *Contestable Customer* to be served by the *Supplier of Last Resort*.

Market Assessment Group - The unit created by the PEM Board in the Philippine Electricity Market Corporation under clause 1.4.7.1 of the *WESM Rules*

Market Manual - A manual of specific procedures, systems or protocols for the implementation of the *WESM Rules* and these *Retail Rules*.

Market Network Model, also **WESM Market Network Model** - A mathematical representation of the power system used in the *WESM* for the purpose of determining dispatch schedules and energy prices, and preparing market projections.

Market Surveillance Committee - Refers to the PEM Committee appointed by the PEM Board to monitor and report on activities in the *WESM* and those participating or providing services in the *WESM*

Open access date, also **retail competition commencement date** - The date determined by the *ERC* that marks the commencement of retail competition in a grid.

Registered facility - Facility for which a *Contestable Customer* is issued a certification of contestability by the *ERC* and is registered with the *Central Registration Body*, and may consist of the whole of any single building or structure; a part of any single building and structure; two or more adjoining parts of any single building or structure; or the whole of two or more buildings or structures that are on the same lot of land, owned or occupied by the *Contestable Customer* under one business name registered with the *Network Service Provider* and used by the *Contestable Customer* for the same business enterprise.

Retail competition commencement date, also **Open access date** - The date determined by the *ERC* that marks the commencement of retail competition in a grid.

Retail Competition Participant – A person or entity listed with the *Central Registration Body* for the purpose of participating in retail competition and open access.

Retail Metering Services Provider - A person or entity authorized to provide metering services to contestable customers and registered with the *Central Registration Body* in that capacity in accordance with Chapter 2 of these *Retail Rules*.

Retail Rules - The rules promulgated by the *DOE* governing the management of the transactions of *Suppliers* and *Contestable Customers* and the operations of the *Central Registration Body*.

Retail supply contracts - Contract between a *Supplier* and a *Contestable Customer* for the supply of electricity

Site specific loss adjustments - The process of determining the amount of electrical losses between the Metering Point and the *market trading node*.

Supplier – refers to any person or entity authorized by the *ERC* to sell, broker, market or aggregate electricity to the end-users and registered as a Customer pursuant to Clause 2.3.2 of the *WESM Rules* and Clause 2.4.1.2 of these *Retail Rules*.

Supplier of Last Resort - An entity designated to serve *Contestable Customers* following a *Last resort supply event* in accordance with these *Retail Rules*.

Switch request - A notice sent by a *Supplier* to the *Central Registration Body* that it will be serving a *Contestable Customer*.

Transition period - The period commencing from retail commencement date until the start of commercial operations of retail competition in the *WESM*, as declared by the *ERC*.

WESM Market Network Model, also **Market Network Model** - A mathematical representation of the power system used in the *WESM* for the purpose of determining dispatch schedules and energy prices, and preparing market projections.

Working day - Any day other than a Saturday, Sunday or a regular or special holiday declared in the city or municipality where the *Central Registration Body* holds its principal offices.