

REALLOCATION PROCEDURE: ENERGY AND DOLLAR OFFSET REALLOCATIONS

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VERSION RELEASE HISTORY

Version	Effective Date	Summary of Changes
1.0	14 Dec 2007	First Issue
2.1	4 May 2011	Procedure amended to: <ul style="list-style-type: none"> • Implement AEMC recommendation that confirmation of an underlying contract for ex ante reallocations be included. • Include details of prudential validation during registration of a reallocation request. • Change the title of Credit Limit Methodology.
3.1	14 Dec 2016	Procedure updated to new format and amended to: <ul style="list-style-type: none"> • Reflect conditions of AEMO clearing and settlement facility exemption granted 23 February 2016. • Reduce replication of rules clauses other than as required to provide necessary context. • Remove reallocation timetable (to be published as a separate document). • Make minor drafting changes.
3.2	29 May 2017	Amended Appendix Letter of Agreement reference to reallocation timetable location from in this procedure to AEMO's website
4.0	[TBA]	Procedure updated to: <ul style="list-style-type: none"> • Reflect new AEMO procedures format. • Reflect 5 Minute Settlement Rule Change. • Update the methods available for submitting reallocation requests. • Expand business day definition to allow for regional calendars.

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1. INTRODUCTION

1.1. Purpose and scope

This is the Reallocation Procedure: Energy and Dollar Offset Reallocations (**Procedure**) made under clause 3.15.11A of the National Electricity Rules (**NER**).

This Procedure has effect only for the purposes set out in the NER. The NER and the National Electricity Law prevail over this Procedure to the extent of any inconsistency.

The purpose of this Procedure is to set out how *reallocation requests* are to be created and recorded for *reallocation transactions* that are *energy offsets* or *dollar offsets*. AEMO has made a separate reallocation procedure for swap, cap and floor offset transactions.

1.2. Definitions and interpretation

1.2.1. Glossary

Terms defined in the National Electricity Law or the NER have the same meanings in this Procedure unless otherwise specified in this clause.

Terms defined in the NER or this Procedure are intended to be identified in this Procedure by italicising them, but failure to italicise a defined term does not affect its meaning.

The words, phrases, and abbreviations set out below have the meanings set out opposite them when used in this Procedure.

Term	Definition
<i>agreement type</i>	Specifies whether a <i>reallocation request</i> is based on <i>energy offset</i> ("MWh") or <i>dollar offset</i> ("\$").
<i>Calendar</i>	The settlement calendar <i>published</i> by AEMO that applies to a <i>reallocation request</i> , for the purpose of identifying business and non-business days. This will be the <i>NEM</i> (national) settlement calendar unless the <i>Reallocation Request Service</i> provides for the selection of <i>NEM</i> or <i>regional</i> calendars, in which case the calendar selected by the parties applies.
<i>day type</i>	Specifies the <i>trading intervals</i> to which a <i>reallocation request</i> is to apply, either FLAT, BUSINESS or NON_BUSINESS.
<i>dollar offset</i>	A type of <i>reallocation request</i> which specifies a dollar value, used to directly determine the <i>trading amount</i> .
<i>energy offset</i>	A type of <i>reallocation request</i> which specifies an energy value, and uses the <i>regional reference price</i> to determine the <i>trading amount</i> .
<i>ex ante reallocation</i>	A <i>reallocation transaction</i> that occurs in or after the earliest <i>trading interval</i> which it may be processed as an ' <i>ex ante reallocation</i> ' based on the time of registration of the applicable <i>reallocation request</i> in accordance with the <i>reallocation timetable</i> .
<i>ex post reallocation</i>	A <i>reallocation transaction</i> that occurs before the earliest <i>trading interval</i> for which it may be processed as an ' <i>ex post reallocation</i> ' based on the time of registration of the applicable <i>reallocation request</i> in accordance with the <i>reallocation timetable</i> .
<i>Letter of Agreement</i>	An executed agreement between a <i>Market Participant</i> and AEMO allowing the <i>Reallocation Request Service</i> to be used to facilitate <i>reallocation requests</i> for <i>dollar offsets</i> or <i>energy offsets</i> , in the form of Schedule 1.

Term	Definition
<i>Participant ID</i>	A unique <i>Registered Participant</i> identifier used by AEMO's Electricity Market Management System (EMMS) for the calculation and processing of all settlement activities. Where a <i>Registered Participant</i> has multiple <i>Participant IDs</i> , the <i>Registered Participant</i> must designate the <i>Participant ID</i> that will be used for <i>reallocations</i> .
<i>Period ID</i>	A numeric identifier used by EMMS to represent a <i>trading interval</i> in any given day, so that 1 is the <i>trading interval</i> commencing at midnight and: <ul style="list-style-type: none"> • up to and including 30 June 2021, 48 is the 30 minute <i>trading interval</i> ending at midnight (commencing at 23:30); • from and including 1 July 2021, 288 is the 5 minute <i>trading interval</i> ending at midnight (commencing at 23:55).
<i>Reallocation Request Service</i>	The web-based interface provided by AEMO to allow <i>Market Participants</i> to submit, authorise and view their <i>reallocation requests</i> .
<i>reallocation timetable</i>	The timetable referred to in clause 3.15.11(d)(2) of the NER.
<i>Region ID</i>	An identifier used by EMMS to represent a <i>region</i> .

1.2.2. Interpretation

The following principles of interpretation apply to this Procedure unless otherwise expressly indicated:

- This Procedure is subject to the principles of interpretation set out in Schedule 2 of the National Electricity Law.
- References to time are references to Australian Eastern Standard Time.

1.3. Related documents

Reference	Title	Location
500-0105	Reallocation Procedure: Swap and Option Offset Reallocations	AEMO website: http://www.aemo.com.au/Electricity/National-Electricity-Market-NEM/Settlements-and-payments/Prudentials-and-payments/Procedures-and-guides
	<i>Reallocation Timetable</i>	AEMO website: http://www.aemo.com.au/Electricity/National-Electricity-Market-NEM/Settlements-and-payments/Prudentials-and-payments/Procedures-and-guides
	<i>Credit Limit Procedures</i>	AEMO website: http://www.aemo.com.au/Electricity/National-Electricity-Market-NEM/Settlements-and-payments/Prudentials-and-payments/Maximum-Credit-Limit
	Settlement Calendars	AEMO website: http://www.aemo.com.au/Electricity/National-Electricity-Market-NEM/Settlements-and-payments/Prudentials-and-payments/Settlement-Calendars

2. OVERVIEW OF REALLOCATIONS

- (a) A *reallocation* is a rules-supported financial arrangement under which two *Market Participants* request *AEMO* to make matching debits and credits to the position of those *Market Participants*. The *reallocation* normally represents an off-market financial commitment, such as a hedge contract.
- (b) A *reallocation request* is a request lodged with *AEMO* to initiate a *reallocation transaction*, and according to clause 3.15.11(d) of the NER must:
 - (i) contain the information required by the *reallocation procedures*, and
 - (ii) be lodged with *AEMO* in accordance with the *reallocation procedures* and the timetable for *reallocation requests* as published by *AEMO* from time to time (the *reallocation timetable*).
- (c) *Reallocation requests* may be submitted either before or after a specified *trading interval* has occurred, subject to the *reallocation timetable*.
- (d) *Ex ante reallocations* are considered in the determination of a *Market Participant's* *prudential settings*. This enables *reallocations* to be used to reduce a *Market Participant's* *credit support* requirements under the NER.
- (e) Clause 3.15.11(c) of the NER permits *AEMO* to specify the permitted types of *reallocation transactions*.
- (f) This Procedure permits two types of *reallocation transactions*.
 - (i) ***Energy Offset***

Also referred to as MWh or quantity-based, this *reallocation* specifies an energy profile, and uses the *regional reference price* for the nominated *region* to determine a *trading amount* for each *trading interval*. This will typically be a *prospective reallocation*, where there is an underlying contract which is specified by reference to an energy quantity.
 - (ii) ***Dollar Offset***

This *reallocation* specifies a dollar amount (usually a single value) which is used directly to determine the *trading amount*. This will typically be an *ex post reallocation* for the management of *outstandings*.

3. REALLOCATION REQUEST SERVICE

AEMO provides a web-based self service facility to enable *Market Participants* to manage their *reallocations* (referred to as the "*Reallocation Request Service*").

- (a) All *reallocation requests* must be submitted and authorised through the *Reallocation Request Service*.
- (b) A *Market Participant* can only view *reallocation requests* for which they are a related party.

4. LETTER OF AGREEMENT

Prior to a *Market Participant* being able to use the *Reallocation Request Service* for *energy offsets* or *dollar offsets*, a valid *Letter of Agreement* must be in place between the *Market Participant* and *AEMO*. As a *reallocation* involves two *Market Participants*, a valid *Letter of Agreement* under this

Procedure must be in place for each of those *Market Participants* before the *reallocation request* can be submitted.

- (a) A *Market Participant* must execute a *Letter of Agreement* with AEMO before submitting a *reallocation request*.
- (b) The execution of a *Letter of Agreement* with AEMO is only required once. All subsequent *reallocation requests* for *energy offsets* and *dollar offsets* with any counterparty are covered by the *Letter of Agreement* while it remains in effect.
- (c) An executed *Letter of Agreement* is required for both *Market Participants* (i.e. credit and debit party) involved in a *reallocation request*.
- (d) The *Market Participant* must complete and execute two copies of the *Letter of Agreement*, and forward them to AEMO. A template of the *Letter of Agreement* is provided in Appendix A, and a suggested cover letter is also supplied in Appendix B.
- (e) Upon receipt of the *Letter of Agreement*, AEMO will execute both copies. One copy will be retained by AEMO, and the other returned to the *Market Participant*.
- (f) Once the *Letter of Agreement* has been executed, AEMO will configure the *Reallocation Request Service* to enable the *Market Participant* to submit *reallocation requests*.

5. LODGEMENT PROCESS

5.1. Submission

- (a) *Reallocation requests* are submitted using the *Reallocation Request Service*.
- (b) A *reallocation request* can be submitted by either the credit or debit party.
- (c) A *reallocation request* must be submitted according to the *reallocation timetable*.
- (d) Where a *reallocation request* applies to any *trading intervals* in the future, the party submitting the request must confirm there is a contractual arrangement between the credit and debit party which underpins the *reallocation* for the entire period of the *reallocation request*. If the contractual arrangement is terminated during the period of the *reallocation request*, the parties must immediately notify AEMO that they require the request to be deregistered in accordance with clause 3.15.11(f) of the NER.
- (e) The *Reallocation Request Service* may allow a *reallocation request* to be submitted through:
 - (i) entry of data on a web-based interface; or
 - (ii) upload of a file containing the submission details to a web-based interface; or
 - (iii) use of an Application Programming Interface (API),as made available and advised by AEMO.
- (f) Table 1 specifies the data to be submitted with a *reallocation request*. Data identified as "Mandatory" must always be provided.
- (g) The *Reallocation Request Service* will validate the data provided, and the *reallocation request* can only be submitted if the data supplied meets the "validation rules" defined in Table 1.

Table 1 Data required for submission of a *reallocation request*

Data Item	Type	Description	Validation Rules
<i>Credit participant ID</i>	Mandatory	The <i>Market Participant</i> who will receive credit (i.e. positive) <i>energy offset</i> or <i>dollar offset reallocation amounts</i>	Must be a valid <i>Participant ID</i> for which a <i>Letter of Agreement</i> has been executed
<i>Debit participant ID</i>	Mandatory	The <i>Market Participant</i> who will receive debit (i.e. negative) <i>energy offset</i> or <i>dollar offset reallocation amounts</i>	Must be a valid <i>Participant ID</i> for which a <i>Letter of Agreement</i> has been executed
<i>Region ID</i>	Mandatory	The <i>region</i> to be used to determine the dollar value of an <i>energy offset reallocation</i>	Must be a valid <i>Region ID</i>
<i>Agreement type</i>	Mandatory	Specifies the <i>reallocation</i> as either <i>energy offset</i> or <i>dollar offset</i>	Must be either "MWh" (<i>energy offset</i>) or "\$" (<i>dollar offset</i>)
Credit reference	Optional	Freeform text supplied by the credit participant	None
Debit reference	Optional	Freeform text supplied by the debit participant	None
<i>Day type</i>	Mandatory	Specifies which <i>trading intervals</i> the <i>reallocation</i> applies to by reference to the applicable <i>Calendar</i> ¹	Must be either "FLAT", "BUSINESS", or "NON_BUSINESS"
Start date	Mandatory	The date of the first <i>trading interval</i> (interval starting 00:00) to which the <i>reallocation</i> applies	Must be a valid date in accordance with the <i>reallocation timetable</i>
End date	Mandatory	The date of the last <i>trading interval</i> (interval ending 00:00) to which the <i>reallocation</i> applies	Must be a valid date in accordance with the <i>reallocation timetable</i>
<i>Period ID</i>	Mandatory	The <i>Period ID</i> to which a given value applies	<i>Period IDs</i> for all <i>trading intervals</i> in the day must be specified
Values	Mandatory	The value of the <i>reallocation</i> for each <i>Period ID</i>	Must be a real number for each <i>Period ID</i>
Contractual Agreement	Mandatory	Confirms that there is a contractual arrangement between the parties	Must be confirmed if <i>reallocation request</i> applies to any <i>trading intervals</i> in the future

5.2. Authorisation

- (a) *Reallocation requests* are authorised using the *Reallocation Request Service*.
- (b) A *reallocation request* can only be authorised by the party to the *reallocation request* (*Credit Participant ID* or *Debit Participant ID*) that did not submit the *reallocation request*.
- (c) A *reallocation request* must be authorised in accordance with the *reallocation timetable*.
- (d) Where a *reallocation request* applies to any *trading intervals* in the future, the party authorising the request must confirm there is a contractual arrangement between the credit

¹ Where more than one *Calendar* is available, the submitting party must select one

and debit party which underpins the *reallocation* for the entire period of the *reallocation request*. If the contractual arrangement is terminated during the period of the *reallocation request*, the parties must immediately notify *AEMO* that they require the request to be deregistered in accordance with clause 3.15.11(f) of the *NER*.

- (e) A *reallocation request* is authorised by the entry of data on a web-based interface. A facility to upload the *reallocation request* details is not available for authorisation.
- (f) Table 2 specifies the data to be submitted with the authorisation of a *reallocation request*. Data identified as "Mandatory" must always be provided.
- (g) The *Reallocation Request Service* will validate the data provided, and the *reallocation request* will only be authorised if the data supplied meets the "validation rules" defined in Table 2.

Table 2 Data required for authorisation of a *reallocation request*

Data Item	Type	Description	Validation Rules
<i>Credit participant ID</i>	Mandatory	The <i>Market Participant</i> who will receive credit (i.e. positive) <i>energy offset</i> or <i>dollar offset reallocation amounts</i>	Must be identical to submitted <i>reallocation request</i>
<i>Debit participant ID</i>	Mandatory	The <i>Market Participant</i> who will receive debit (i.e. negative) <i>energy offset</i> or <i>dollar offset reallocation amounts</i>	Must be identical to submitted <i>reallocation request</i>
<i>Region ID</i>	Mandatory	The <i>region</i> to be used to determine the dollar value of an <i>energy offset reallocation</i>	Must be identical to submitted <i>reallocation request</i>
<i>Agreement type</i>	Mandatory	Specifies the <i>reallocation</i> as either <i>energy offset</i> or <i>dollar offset</i>	Must be identical to submitted <i>reallocation request</i>
Debit reference	Optional	Freeform text supplied by the debit participant	Must be identical to submitted <i>reallocation request</i>
<i>Day type</i>	Mandatory	Specifies which <i>trading intervals</i> the <i>reallocation</i> applies to by reference to the applicable <i>Calendar</i> ²	Must be identical to submitted <i>reallocation request</i>
Start date	Mandatory	The date of the first <i>trading interval</i> (interval starting 00:00) to which the <i>reallocation</i> applies	Must be identical to submitted <i>reallocation request</i>
End date	Mandatory	The date of the last <i>trading interval</i> (interval ending 00:00) to which the <i>reallocation</i> applies	Must be identical to submitted <i>reallocation request</i>
<i>Reallocation total</i>	Mandatory	The total of the period values of the <i>reallocation</i>	Must be equal to the sum of the values for <i>Period IDs</i> in the submitted <i>reallocation request</i>
Contractual Agreement	Mandatory	Confirms that there is a contractual arrangement between the parties	Must be confirmed if <i>reallocation request</i> applies to any <i>trading intervals</i> in the future

² Where more than one *Calendar* is available, the authorising party must select one

5.3. Registration

- (a) For the purposes of clause 3.15.11(e) of the NER, a *reallocation request* that has been authorised in accordance with Section 5.2 will be automatically registered by the *Reallocation Request Service*.
- (b) AEMO may not register a *reallocation request* that has been authorised as an *ex post reallocation* where as a consequence of the *reallocation transaction* either the credit or debit party would have an *outstandings* greater than their *trading limit*. Where a *reallocation request* has not been registered, the *Reallocation Request Service* will advise the party performing the authorisation, and the *reallocation request* will be marked as cancelled.

5.4. Expiry and Cancellation

- (a) A *reallocation request* that has been submitted but not authorised may be cancelled by the initiating *Market Participant*.
- (b) A *reallocation request* that has been submitted but not authorised, and which is no longer in accordance with the *reallocation timetable*, will be automatically expired by the *Reallocation Request Service*.
- (c) A cancelled or expired *reallocation request* cannot be registered, and therefore cannot form the basis of a *reallocation transaction*.
- (d) A registered *reallocation request* cannot be cancelled. If the affected *Market Participants* no longer require *reallocation transactions* relating to that *reallocation request*, the reversal process must be used (refer to Section 7.1).

6. PRUDENTIALS

Subject to and in accordance with the *credit limit procedures*, an *ex ante reallocation* may be considered by AEMO in any determination of the *prudential settings* applicable to a *Market Participant* with respect to the period of the applicable *reallocation request*.³

7. REVERSAL AND DEREGISTRATION

7.1. Reversal

As specified in clause Rule 3.15.11(i) of the NER, *Market Participants* may reverse the effect of a *reallocation request* by the registration of a new *reallocation request* with identical details and either the credit and debit parties reversed, or the sign of each value reversed.

7.2. Deregistration

For the purposes of clause 3.15.11(f)(3) of the NER, the *Market Participants* in respect of a *reallocation request* may request AEMO to deregister that *reallocation request* by written notice specifying:

- (a) the earliest date and *trading interval* from which the parties wish to terminate the *reallocation request*,

³ The way in which the reallocation request is used in this context is specified in AEMO's "Credit Limit Procedures" document located on the AEMO website.

- (b) the *Participant ID* of each *Market Participant*,
- (c) the identifier for the *reallocation request*,
- (d) the reason why this termination cannot be effected by reversal of a *reallocation* between the two parties via the *Reallocation Request Service*.

8. REALLOCATION TRANSACTIONS

- (a) For each registered *reallocation request* in respect of a *trading interval*, a *reallocation transaction* is performed;
- (b) For an *energy offset reallocation request* (i.e. where the agreement type of a *reallocation request* is specified as "MWh"), the *reallocation amount* of the *reallocation transaction* is calculated according to:

$$RA_{TI} = V_{PI} \times RRP_{R, TI}$$

where:

RA_{TI} is the *reallocation amount* for the *trading interval* TI

V_{PI} is the energy value specified in the *reallocation request* for the period PI , where PI is the equivalent *Period ID* for the *trading interval* TI

$RRP_{R, TI}$ is the *regional reference price* for *trading interval* TI in respect to the *region* R that was specified in the *reallocation request*

TI is a *trading interval* between the Start Date and End Date of the *reallocation request*, where the date of the *trading interval* matches the *day type* of the *reallocation request*

- (c) Where the Agreement Type of a *reallocation request* is specified as "\$" (*dollar offset*), the *reallocation amount* of the *reallocation transaction* is calculated according to:

$$RA_{TI} = V_{PI}$$

where:

RA_{TI} is the *reallocation amount* with respect of the *trading interval* TI

V_{PI} is the dollar value specified in the *reallocation request* for the period PI , where PI is the equivalent *Period ID* for the *trading interval* TI

TI is a *trading interval* between the Start Date and End Date of the *reallocation request*, and where the date of the *trading interval* matches the *day type* of the *reallocation request*

- (d) A *trading interval* is considered to match the *day type* of the *reallocation request* based on the rules defined in Table 3.

Table 3 Rules for determining applicable *trading intervals*

Date of <i>trading interval</i>	Day types
A business day as per the <i>Calendar</i> applicable to the <i>reallocation request</i>	FLAT, BUSINESS
Any day that is not a business day as per the applicable <i>Calendar</i>	FLAT, NON_BUSINESS

9. INDEMNIFICATION ARRANGEMENTS

Clause 3.15.11A(a) of the NER states that *AEMO* may establish “mutual indemnification arrangements with other operators of markets for electricity-based trading”, either in addition to or in lieu of *reallocation procedures*. With respect to this Procedure, no indemnification arrangements are required or specified.

9A. TRANSITIONAL ARRANGEMENTS FOR 5 MINUTE SETTLEMENT

In preparation for the change in the definition of a *trading interval* from 30 minutes to 5 minutes under the NER with effect from 1 July 2021, the following transitional arrangements will apply:

- (a) *Market Participants* must not submit or authorise *reallocation requests* for 30 minute reallocations in respect of *trading intervals* occurring on or after 1 July 2021.
- (b) *AEMO* will make the *Reallocation Request Service* functionality for 5 minute *reallocations* available ahead of time and will notify *Market Participants* when available.
- (c) Once the functionality is available, *Market Participants* will have the ability to enter *reallocations* effective from 1 July 2021 at 5 minute resolution.

APPENDIX A. LETTER OF AGREEMENT – ENERGY AND DOLLAR OFFSET REALLOCATIONS

LETTER OF AGREEMENT

The purpose of this Letter of Agreement is to facilitate the processing of *reallocation transactions* under clause 3.15.11 of the National Electricity Rules comprising *energy offsets* or *dollar offsets*. AEMO requires that *reallocation requests* be offered for registration under the terms set out below. Consent to these terms is given by completing, signing and forwarding this document to AEMO.

AEMO DETAILS ("AEMO")

Name: Australian Energy Market Operator

ABN: 94 072 010 327

PARTICIPANT DETAILS ("Participant")

Participant Name: _____

Participant ABN: _____

Authorised User ID: _____

Your signature on this Letter of Agreement acknowledges that you have all power and authority to enter into this Letter Agreement on behalf of the Participant and the Participant agrees to be bound by the terms and conditions of this Letter of Agreement as set out in the remainder of this document

Signed for and on behalf of Participant by:

Signed for and on behalf of AEMO by:

Authorised Signature

Authorised Signature

Name (Please Print)

Name (Please Print)

Title

Title

Date

Date

1. DEFINITIONS

For the purposes of this Letter of Agreement:

"Authorised User ID" means the designated user account nominated by the Participant for the purposes of sending *reallocation requests* under this Letter of Agreement.

All other terms *in italics* are defined in the National Electricity Rules ("**NER**") or the Reallocation Procedure: Energy and Dollar Offset Reallocations ("**Procedure**") made by AEMO under clause 3.15.11A of the NER.

2. REALLOCATION SERVICE

- 2.1 Participant agrees to create, submit and authorise *reallocation requests* using the *Reallocation Request Service* in accordance with the terms of this Letter of Agreement.
- 2.2 A *reallocation request* is not valid unless it has been accepted electronically by the *Reallocation Request Service*. If the *Reallocation Request Service* is not functioning then temporary alternative arrangements for lodging and authorising urgent requests may be agreed with AEMO.
- 2.3 All *reallocation requests* are to comply with clause 3.15.11 of the NER and be in the form as determined by AEMO from time to time.
- 2.4 AEMO will act on Participant's *reallocation request* only if the request has been authorised by another *Market Participant* within the *reallocation timetable* published on the AEMO website.
- 2.5 A *reallocation request* submitted to or authorised in the *Reallocation Request Service* under this Letter of Agreement is deemed to comprise execution of the *reallocation request* submitted or authorised by the participant, for the purposes of clause 3.15.11 of the NER.
- 2.6 Nothing in this Letter of Agreement fetters AEMO's powers, obligations or discretions under clause 3.15.11 of the NER.

3. AUTHORISED USER

- 3.1 All *reallocation requests* sent to AEMO must be submitted or authorised under the Authorised User ID only.
- 3.2 Participant is responsible for creating and maintaining user name(s), password(s) and account designation(s) for the Authorised User ID. Participant is responsible for maintaining the confidentiality of the user name(s), password(s) and account(s), and is fully responsible for all activities that occur under the Authorised User ID. Participant agrees to:
 - a) immediately notify AEMO of any unauthorised use of the Authorised User ID or any other breach of security; and
 - b) ensure that the Authorised User ID name(s), password(s) and account(s) are only used by persons authorised by Participant.
- 3.3 AEMO cannot and will not be liable for any loss or damage arising from unauthorised use of the the Authorised User ID.

4. AEMO'S LIABILITY

- 4.1 AEMO provides the *Reallocation Request Service* without any warranties or guarantees. The Participant must bear all reasonable risks associated with the use of the *Reallocation Request Service*.
- 4.2 To the extent permitted by law, AEMO excludes liability for all losses, costs, damages and expenses incurred or suffered by the Participant or any third party directly or indirectly from Participant's use of the *Reallocation Request Service*, whether arising in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity or on any other basis including, without limitation, liability in connection with:

- a) any errors, inaccuracies or omissions in the material and data communicated via the *Reallocation Request Service* and the Participant's reliance on such material or data;
- b) loss or disclosure of Participant specific data;
- c) any technical problems the Participant may experience with the *Reallocation Request Service*;
- d) incompatibility of the *Reallocation Request Service* with any of Participant's equipment, software or telecommunications links;
- e) technical problems including errors or interruptions of the *Reallocation Request Service*;
- f) unsuitability, unreliability or inaccuracy of the *Reallocation Request Service*; and
- g) inadequacy of the *Reallocation Request Service* to meet Participant's requirements.

5. PREVIOUS AGREEMENTS TERMINATED

This Letter of Agreement supersedes all previous agreements entered into between the parties in respect of *reallocation transactions* for *energy offsets* or *dollar offsets*, and the parties agree that any such previous agreement terminates on the date of this Letter of Agreement.

6. GOVERNING LAW

This Letter of Agreement is governed by and shall be construed in accordance with the laws of Victoria and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria.



APPENDIX B. SUGGESTED COVER LETTER

COMPANY LETTERHEAD

Date: DD Month YYYY
 Group Manager Market Management
 AEMO Ltd
 Level 22,
 530 Collins Street
 Melbourne VIC 3000

Dear Sir/Madam

Letter of Agreement – Reallocation request

Please find enclosed two signed Letter of Agreements for <Name of Company> the submission and authorisation of reallocation requests to AEMO via the Reallocation Request Service.

<Name of Company> nominate the below staff members as the authorised contact/s for managing security of the Reallocation Request Service client user account.

	Staff Member	Email Address
Primary Contact		
Backup Contact		

<Name of Company> will notify AEMO if the above details change.

It is understood that AEMO will sign both agreements and forward one to:

<Name of Person>
 <Title>
 <Name of Company>
 <Address>
 <Address>
 <Address>

Yours sincerely

Position title