

Purpose:

This register is maintained and made publicly available in accordance with clause 5.7(a) of the Australian Energy Regulator (AER) Ring-fencing Guideline Electricity Distribution.

Reviewed: 10/07/2025

The table below sets out a register of all waivers (including variation of a waiver) granted to Essential Energy, and includes a description of the conduct to which the waiver applies and the terms and conditions of the waiver as set out in the AER's written decision.

Date of application for waiver	Waiver title	Applicable services / conduct	Obligation being waived						Commencement date of waiver	Expiry date of waiver	Date Waiver Granted	AER terms and conditions (including any variations)
			3.1 Legal separation	4.2.1 Office separation	4.2.2 Staff separation	4.2.3 Branding separation	4.2.4 Office and Staff Registers	4.4.1 Conduct of service providers				
Jul-17	Essential Water Waiver	Essential Water is a water supply authority that provides services within an area that includes Broken Hill City Council and the Stephens Creek, Umberumberka Creek and Yancowinna Creek special areas	Yes	Yes	Yes	Yes	Yes	Yes	1/12/2016	30/06/2029	18/12/2017	N/A
Sep-17	Contestable Technical Training Courses Waiver	Technical training service for the delivery of the following contestable training courses in specific locations: - ASP initial and refresher training - Work near overhead powerlines initial and refresher training - Safe work practices initial and refresher training Specific locations are: - within Essential Energy footprint: Albury, Armidale, Ballina, Bathurst, Bingara, Blayney, Braidwood, Broadwater, Broken Hill, Bulahdelah, Buronga, Cobar, Cobram, Coffs Harbour, Condon, Corowa, Culcairn, Denitiquin, Dubbo, Eden, Ewingsdale, Glenn Innes, Goulburn, Goondiwindi, Grafton, Griffith, Harwood, Hay, Holbrook, Inglewood, Inverell, Kempsey, Leeton, Lismore, Marulan, Mittagong, Moree, Moruya, Mulwala, Murwillumbah, Nambucca Heads, Narrabri, Orange, Queanbeyan, Tamworth, Taree, Temora, Tweed Heads, Uki, Wagga Wagga, Walcha, Wyallda, Young; - outside Essential Energy footprint: Wodonga, Echuca, Bendigo and Swan Hill	No	Yes	Yes	Yes	Yes	No	1/12/2016	30/06/2029	18/12/2017	1. Restricted to the specific locations Essential Energy identified in its waiver application. 2. Provide a report to the AER no later than 28 February each year detailing the number of individuals trained under this waiver and the locations of that training for the previous calendar year.
Jul-22	Sovereign Hills Battery Waiver	Allows Essential Energy to lease the excess capacity from its Sovereign Hills Battery.	Yes	No	No	No	No	No	4/08/2022	4/08/2037	4/08/2022	1. Provide the AER with information on the contractual arrangement between Essential Energy and the third-party retailer within 20 business days of the contract being finalised or changed. 2. Public sharing of information about the battery and learnings that will support the battery market. 3. Provide an annual comparison on the usage of the battery (network usage vs spare capacity leased to third party), and an explanation of differences between forecast and actual usage. - This includes the total period of time (to the nearest five-minute increment) that the battery is operating at the direction of Essential Energy and total period (to the nearest five-minute increment) of time that the battery is operating at the direction of the third party. - The independent assessor, as part of the annual ring-fencing compliance assessment, is to confirm the comparison is accurate and the appropriate cost allocation was applied between the regulated and unregulated uses of the battery.
Sep-22	Energy storage device waiver - pole top batteries	Allows Essential Energy to install, own, and operate 35 pole top batteries jointly with its retail partner.	Yes	No	No	No	No	No	20/10/2022	30/06/2037	20/10/2022	1. Provide the AER with information on the contractual relationship between Essential Energy and its retail partner within 20 business days of the contract being finalised or changed. 2. Public sharing of information about the battery and learnings that will support the battery market. 3. Provide the AER an annual comparison of the uses (volume and frequency) of the battery that confirms the usage by Essential Energy, and usage by its retail partner. The independent assessor, as part of the annual ring-fencing compliance assessment, is to confirm the comparison is accurate.

WAIVER REGISTER

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Date of application for waiver	Waiver title	Applicable services / conduct	Obligation being waived						Commencement date of waiver	Expiry date of waiver	Date Waiver Granted	AER terms and conditions (including any variations)
			3.1 Legal separation	4.2.1 Office separation	4.2.2 Staff separation	4.2.3 Branding separation	4.2.4 Office and Staff Registers	4.4.1 Conduct of service providers				
Dec-22	Class Waiver: Australian Government Community Battery for Household Solar Program Class Waiver	Allows DNSP-led battery projects where battery assets are funded by grants programs administered by Commonwealth Government where the assets are either wholly excluded from the Regulated Asset Base (RAB) or partially allocated to the RAB.	Yes	Yes	Yes	No	No	No	3/02/2023	30/06/2041	3/02/2023	<p>1. A DNSP must comply with the Cost Allocation Principles that require a DNSP to appropriately allocate and attribute costs for use of the asset between direct control services, other distribution services and other services.</p> <p>2. A DNSP must provide, as part of the DNSPs independently audited annual ring-fencing compliance report that is required under clause 6.2 of the Guideline:</p> <p>a. the total quantified benefit derived from the deployment of the asset for all services over the most recent financial year</p> <p>b. the total quantified benefit derived from the deployment of the asset from direct control services over the most recent financial year</p> <p>c. the total quantified benefit derived from the deployment of the asset from other distribution services and other services over the most recent financial year</p> <p>d. a comparison of the uses (volume and frequency) of the battery that confirms the usage by the DNSP and usage of its retail partner (or other third party) including the initial proposed allocation as a baseline against which actual usage of the assets can be compared.</p> <p>3. A DNSP must provide the AER with information as to the terms and conditions of contracts entered into with third parties for the leasing of battery capacity. This information should include:</p> <p>a. the name of the contracting parties</p> <p>b. the volume of capacity (in kW or kWh) leased to that party or parties</p> <p>c. the price the capacity is leased for</p> <p>d. which party controls the operation of the battery and on what terms.</p>
n/a	Class Waiver: Distribution ring-fencing class waiver for the Central-West Orana Renewable Energy Zone	Allows DNSPs to potentially build and operate transmission infrastructure in the Central West Orana (CWO) Renewable Energy Zone (REZ)	Yes	Yes	Yes	Yes	No	No	1/03/2022	n/a	29/03/2022	<p>1 - Any DNSP that is selected by EnergyCo to be the Network Operator for the Central-West Orana REZ must amend its cost allocation methodology made under Chapter 6, Part F of the NER to include REZ network services for the Central-West Orana REZ. Under the NER, the AER must approve any amendments to a DNSP's CAM.</p> <p>2 - The AER must be notified in writing by a DNSP that is selected by EnergyCo to be the Network Operator for the Central-West Orana REZ of the length of the concession period within 30 business days of signing a project deed. The AER must also be notified of any variations to the length of the concession period within 30 business days of any such variation.</p>