



PUBLIC

Retail Manual

Market Transactions Procedures

Issue 3.1 | RCOA-MTP

This manual presents the criteria, guidelines, and procedures for customer switching and termination of supply contracts.

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

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Document Approval

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**Declaring the Commercial Operations of Enhanced WESM Design and Providing Further Policies*

Reference Document

Document ID	Document Title
	WESM Rules
WESM-RDSCP	WESM Manual on Registration, Deregistration and Suspension Criteria and Procedures
	Rules for the Integration of Retail Competition in the Wholesale Electricity Spot Market (Retail Rules)
RCOA-RCP	Retail Manual on Registration Criteria and Procedures
	DOE Department Circular DC2013-07-0014
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I. INTRODUCTION AND GENERAL GUIDELINES

1. PURPOSE

Pursuant to Clause 3.2.6 of the *Retail Rules*, 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 *Contestable Customer's* transactions.

This Manual presents the criteria, guidelines, and procedures for the *Customer Switching* requests from Suppliers, *Contestable Customer Relocation*, and termination of supply contracts that will be administered by the *Central Registration Body*.

This Manual implements relevant provisions of Chapters 3 of the *Retail Rules*.

2. SCOPE OF APPLICATION

This Manual covers the criteria, guidelines, and procedures for the *Customer Switching* requests from Suppliers, *Contestable Customer Relocation* provided in Section 3.2.3 of the *Retail Rules*, termination of Retail Supply Contracts, and for the Failure of Suppliers in the implementation of retail competition in the *WESM*.

The criteria, guidelines and procedures for market transactions involving *Suppliers* that are *Renewable Energy Suppliers* and *Retail Customers* under the *Green Energy Option Program* are covered by the Retail Manual on Green Energy Option Program Procedures.

3. DEFINITIONS, REFERENCES AND INTERPRETATION

3.1. Definitions

Unless otherwise defined or the context implies otherwise, the italicized terms used in this Manual which are defined in the *Retail Rules* will bear the same meaning as defined in the *Retail Rules*.

3.2. References

This Manual should be read in association with the -

- a) Republic Act No. 9136
- b) Implementing Rules and Regulations of Republic Act No. 9136
- c) *WESM Rules*
- d) *Retail Rules*
- e) WESM Manual on Registration, Suspension and De-Registration Criteria and Procedures
- f) Retail Manual: Registration Criteria and Procedures
- g) WESM Dispute Resolution Market Manual

- h) Department of Energy Circular No. 2012-05-0005
- i) Department of Energy Circular No. 2012-011-0010
- j) Department of Energy Circular N0. 2013-01-0002
- k) ERC Rules Supplementing the Switching and Billing Process and Adopting a Disconnection Policy for the Contestable Customers
- l) Other relevant rules issued by the Energy Regulatory Commission and Department of Energy

3.3. Organization of the Manual/Interpretation

3.3.1. This Manual is divided into four Chapters as follows -

- a) Chapter I – Introduction and Generation Guidelines
- b) Chapter II – Customer Switching
- c) Chapter III – Customer Relocation
- d) Chapter IV–Termination of *Retail Supply Contracts*

3.3.2. Any reference to a section or clause in any Chapter of this Manual shall refer to the particular section or clause of the same Chapter in which the reference is made, unless otherwise specified or the context provides otherwise.

4. GENERAL GUIDELINES AND SCOPE

- 4.1. The integration of retail competition in the *WESM* aims to promote competition, customer choice and empowerment and greater efficiency in the power industry and to reflect the true cost of electricity.¹
- 4.2. Upon commencement of *retail competition*, all *Suppliers* and *Contestable Customers* shall register in the *WESM*.² *Contestable Customers* directly connected to Distribution systems shall transact with the Central Registration Body and may voluntarily register in the *WESM* in accordance with Chapter 3 of the *Retail Rules*. Provided, however, that the *Contestable Customers* shall have the option to voluntarily register in the *WESM* as a *Direct WESM Member*.
- 4.3. The *Market Operator* as the *Central Registration Body* shall administer retail competition in the *WESM* and its operations in accordance with the *Retail Rules*.³ It shall also facilitate *Customer Switching* between *Suppliers*.⁴

¹ Clause 1.3.2, Retail Rules

² Clause 1.3.3, Retail Rules

³ Clause 1.4.1.1.a, Retail Rules

⁴ Clause 1.4.1.1.d, Retail Rules

5. RESPONSIBILITIES

5.1. Compliance and Implementation

- 5.1.1. **Suppliers.** All persons or entities who are duly licensed by the *Energy Regulatory Commission* as *Suppliers* to *Contestable Customers* shall comply with the requirements and procedures set forth in this Manual, in the *WESM Rules*, and *Retail Rules*.
- 5.1.2. **Contestable Customers.** All persons or entities who are certified by the *Energy Regulatory Commission* as a *Contestable Customer* shall comply with the requirements and procedures set forth in this Manual, in the *WESM Rules*, and *Retail Rules*.
- 5.1.3. **Central Registration Body.** The *Central Registration Body* shall be responsible for implementing the guidelines and procedures set forth in this Manual.
- 5.1.4. **Service Providers.** The relevant *Network Service Provider* and *Retail Metering Services Provider* shall provide the information or document required of them to enable the timely assessment and action on *Customer Switching* and relocation requests.

5.2. Amendments

Amendments to this Manual shall be submitted to the *WESM Rules Change Committee* and shall be acted upon pursuant to Section 1.8 of the *Retail Rules* and relevant market manuals.

6. EFFECTIVITY AND PUBLICATION

This Manual shall take effect upon approval by the *Department of Energy*. Thereafter, it shall be published in the *market information website*.⁵

⁵ www.wesm.ph

II. CUSTOMER SWITCHING

1. COVERAGE

This Section describes the requirements and procedures that *Suppliers*, *Contestable Customers* and the *Central Registration Body* must meet and follow when submitting and processing a request to switch *Suppliers*.

2. OVERVIEW

2.1. *Customer Switching* shall apply to all transfers in *Retail Supply Contracts* of *Contestable Customers* from one *Supplier* to another.

2.2. *Customer Switching* is only applied to *Retail Supply Contracts* between *Suppliers* and *Contestable Customers*. Bilateral supply contracts of *Directly Connected Customers* or *Suppliers* with *Generation Companies* are covered by the customer enrolment procedures as provided for in the WESM Manual on Registration, Suspension, and De-Registration Criteria and Procedures.⁶

2.3. Before a *Switch Request* can be submitted by a *Supplier*, the following must be present:

2.3.1. A valid *Retail Supply Contract* between a *Supplier* and the *Contestable Customer* for which the request is made; and

2.3.2. An existing and valid wheeling service agreement with the relevant *Distribution Utility* or *Network Service Provider* and a metering services agreement with a registered *Retail Metering Services Provider* covering the *Contestable Customer*.⁷

2.3.3. A certification from the incumbent *Supplier* or relevant *Distribution Utility* that the *Contestable Customer* does not have any outstanding balance.

3. SWITCHING PROCEDURES

3.1. Submission and Processing of Switch Request

3.1.1. Once all requirements are met, an accomplished switch request form shall be submitted by the new *Supplier* to the *Central Registration Body* not later than seven (7) *working days* before the proposed switch effective date.⁸ The switch request form shall include an attestation duly signed by:

⁶ Clause 3.2.1.2, Retail Rules and Section 3.5, WESM Manual: Registration, Suspension and Deregistration Criteria and Procedures

⁷ Clause 3.2.1.3, Retail Rules

⁸ Clause 3.2.2.1, Retail Rules. Date should coincide with the end of the billing period.

- 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 *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.

3.1.2. **Initial Assessment** – The *Central Registration Body* shall immediately evaluate the switch application for completeness of requirements in accordance with *Retail Rules Clause 3.2.2.1*. The *Central Registration Body* shall notify the requesting *Supplier* and the *Contestable Customer*, 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 *switch request*.

3.1.3. **Approval of Switch Request** – The *Central Registration Body* shall verify that all conditions set out in *Retail Rules Clause 3.2.2.1 to 3.2.2.3* and *Section II-3.1.1* of this *Market Manual* are met and verify the membership type of the *Contestable Customer* whether or not it voluntarily registered as a *Direct WESM Member*. Based on the foregoing and subject to compliance with *prudential requirements*, the *Central Registration Body* will be able to confirm whether the switch is to take effect and when it will take effect.⁹

3.1.3.1. **Contestable Customer is registered as Direct WESM Member:**

- a) The *Central Registration Body* shall inform the *Contestable Customer* of their updated *Prudential Requirements* within two (2) *working days* from the receipt of switch request.
- b) The *Contestable Customer* shall update its *Prudential Requirements* if so required by the *Market Operator* to ensure that it fully satisfies the *Prudential Requirements* as set out in the *WESM Rules*.¹⁰ The *Contestable Customer* shall post the

⁹ Clause 3.2.2.2, Retail Rules

¹⁰ Clause 3.2.2.2 a, Retail Rules

Prudential Requirements within two (2) *working days* from *Central Registration Body* notification.

- c) Within two (2) *working days* from confirming that the *Contestable Customer* has complied with the *Prudential Requirements*, the *Central Registration Body* shall notify the new *Supplier*, the incumbent *Supplier*, the *Contestable Customer* and the relevant *Distribution Utility* or *Network Service Provider* of the confirmation and approval of the *Switch Request* and the effective date of the switch in accordance with *Retail Rules* Clause 3.2.2.2.¹¹
- d) *The Contestable Customer* shall be responsible for ensuring that it has fully complied with its obligations to the incumbent *Supplier* and the new *Supplier*, including but not limited to the payment of outstanding obligations and posting of security deposits.¹²

Compliance with such requirements will not be verified by the *Central Registration Body* and are not pre-requisites to its confirmation of the switch. Thus, the contracting parties should be responsible for ensuring that conditions set out in their contracts affected by the switch are fulfilled.

3.1.3.2. ***Contestable Customer is not a WESM Member:***

- a) The *Central Registration Body* shall inform the new and incumbent *Suppliers* of their updated *Prudential Requirements* within two (2) *working days* from receipt of the switch request.
- b) The new *Supplier* shall submit the additional securities required by the *Market Operator* to fully satisfy the prudential requirement as set out in the *WESM Rules*.¹³
- c) Within two (2) *working days* from confirmation that the *Prudential Requirements* are satisfied, the *Central Registration Body* shall notify the new *Supplier*, the incumbent *Supplier* and the relevant *Distribution Utility* or *Network Service Provider* of the confirmation and approval of the switch request and the effective date of the switch in accordance with *Retail Rules* Clause 3.2.2.3.¹⁴

¹¹ Clause 3.2.2.2 b, *Retail Rules*

¹² Clause 3.2.2.2 c, *Retail Rules*

¹³ Clause 3.2.2.3 a, *Retail Rules*

¹⁴ Clause 3.2.2.3 c, *Retail Rules*

- d) The *Contestable Customer* shall be responsible for ensuring that it has fully complied with its obligations to the incumbent *Supplier* and Direct WESM Member counterparty, and the new *Supplier*, including but not limited to the payment of outstanding obligations and posting of security deposits.¹⁵

Compliance with such requirements will not be verified by the *Central Registration Body* and are not pre-requisites to its confirmation of the switch.

3.2. Disapproval of Customer Switch

- 3.2.1. The *Central Registration Body* shall disapprove a switch request if the *Supplier* does not submit all the requirements under this *Market Manual* within the prescribed timeframe.
- 3.2.2. Notwithstanding the disapproval of *switch request* under Section 3.2.1, the *Supplier* may submit a new *switch request* when all conditions have been met.
- 3.2.3. Non-compliance by the *Distribution Utility* in the submission of customer information should not result in the disapproval of the *switch request*.

3.3. Maintenance and Updating of Central Registration Body Registry

- 3.3.1. The *Central Registration Body* shall maintain and update its registration records of all switches in electronic copies. Retention, storage and destruction of records shall be in accordance with prevailing company policies or relevant market manuals. The *Central Registration Body* shall be responsible for maintaining and ensuring completeness of registration records.
- 3.3.2. The *Central Registration Body's* registration records shall include the following:
 - a) Switch Request Forms and Revisions
 - b) Notices and other communications to and from the requesting parties, and other parties or agencies
 - c) Assessment forms and related internal communications
 - d) Document submissions from the requesting parties

¹⁵ Clause 3.2.2.3 d, Retail Rules

III. CUSTOMER RELOCATION

1. COVERAGE

This section provides for the conditions and procedures for implementing and giving effect to customer relocation upon the request of a *Contestable Customer*.

2. OVERVIEW

- 2.1. A *Contestable Customer* that wishes to relocate to a new service address within or outside the same franchise area 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 Utility* or *Network Service Provider*.¹⁶
- 2.2. The relocation of a *Contestable Customer* shall apply only when the *registered facility* of a *Contestable Customer* is transferred to a different service address and the certification of contestability remains valid. However, if a new certification of contestability is issued by the *Energy Regulatory Commission* for the facility at its new location, the *Contestable Customer* shall –
 - a) Apply for a new registration in respect to said facility, which registration shall be governed by Chapter 2 of the *Retail Rules* and the *Retail Manual: Registration Criteria and Procedures*; and
 - b) Send a notice to the *Central Registration Body* of the cessation of registration of the previously-registered facility in accordance with Chapter 2 of the *Retail Rules* and the WESM Manual: Registration, De-Registration and Suspension Criteria and Procedures.¹⁷

3. PROCEDURES

- 3.1. If the present *Supplier* agrees to continue to provide service, the *Contestable Customer* shall submit a Customer Relocation Form to the *Central Registration Body* evidencing the concurrence of the *Supplier* and the relevant *Distribution Utility* or *Network Service Provider*.¹⁸
- 3.2. If the present *Supplier* does not agree to continue to provide service:

¹⁶ Clause 3.2.3.1, Retail Rules

¹⁷ Clause 3.2.3.2, Retail Rules

¹⁸ Clause 3.2.3.6, Retail Rules

- a) The *Contestable Customer* shall switch to a new *Supplier* in accordance with the requirements and procedures set out in Clause 3.2.2 of the *Retail Rules* and Chapter II of this Manual prior to relocation.
- b) If a *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 relocation to a new service area or if the relocation has already been effected, the *Distribution Utility* or *Network Service Provider* concerned shall cause disconnection of the *Contestable Customer*.¹⁹

¹⁹ Clause 3.2.3.7, Retail Rules

IV. TERMINATION OF RETAIL SUPPLY CONTRACTS

1. COVERAGE

This section establishes the requirements and procedures for implementing and approving, if necessary, the termination of *Supplier* service by the *Supplier*.

2. OVERVIEW

2.1. Types of Termination of Supply Contracts

2.1.1. **Non-renewal** – If the incumbent *Supplier* does not intend to renew the supply contract upon its expiration, the *Supplier* shall send a notice of non-renewal to the *Contestable Customer* and the *Central Registration Body* within thirty (30) calendar days prior to the expiration of the said supply contract.²⁰

2.1.2. **Pre-termination** – If the incumbent *Supplier* intends to terminate the contract prior to the expiration of its term, the *Supplier* shall send a notice of pre-termination to the *Contestable Customer* in accordance with the terms specified in the contract to the *Central Registration Body* and to the relevant *Network Service Provider* and *Retail Metering Services Provider*.²¹

2.2. Options for Affected Contestable Customer in case of Termination of Supply Contract

2.2.1. **Switch option for Non-renewal or pre-termination** – In case of non-renewal or pre-termination, the *Contestable Customer* shall switch to a new *Supplier* in accordance with the requirements and procedures set out in Clause 3.2.2 of the *Retail Rules*.²²

2.2.2. A *Contestable Customer* who is registered as a *Direct WESM Member* shall post securities to satisfy the *Prudential Requirements* set out in the *WESM Rules*.²³

2.3. 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 *Retail Supply Contract*, the original *Supplier* shall:

²⁰ Clause 3.2.5.1, Retail Rules

²¹ Clause 3.2.5.2, Retail Rules

²² Clause 3.2.5.3 a, Retail Rules

²³ Clause 3.2.5.3 b, Retail Rules

2.3.1. Initiate the disconnection of said *Contestable Customer* following prevailing rules and procedures for disconnection; and²⁴

2.3.2 Notify the *Central Registration Body* that it has initiated disconnection procedures.²⁵

2.4 Role of the Central Registration Body

The termination of the contract shall be given effect by the *Central Registration Body* only if the following conditions are met.

3. PROCEDURES

3.1. Submission of Notices

3.1.1. **Notice of Non-renewal** – The *Supplier* shall send the notice to the *Contestable Customer* and the *Central Registration Body* within thirty (30) *working days* prior to the expiration of the said supply contract.

3.1.2. **Notice of Pre-termination** – The incumbent *Supplier* shall send a prior notice of termination to the *Contestable Customer* in accordance with the terms specified in the contract to the *Central Registration Body* and to the relevant *Network Service Provider* and *Metering Service Provider*.

3.2. Procedures for Non-renewal or Termination

The *Central Registration Body* shall ensure that the following conditions are satisfied before confirming the termination of the contract.

3.2.1. **Switch to a New Supplier** – If a *Contestable Customer* switches to a new *Supplier*, the following procedures shall apply:

- a) A new *Supplier* shall submit a switch request to the *Central Registration Body* following the procedures for switching;
- b) *Central Registration Body* shall process the Switch Request in accordance with the switching procedures of this Manual;
- c) Once the switch is successfully approved and implemented, the *Central Registration Body* shall confirm the termination of the previous *Retail Supply Contract*; and

²⁴ Clause 3.2.5.4 a, Retail Rules

²⁵ Clause 3.2.5.4 b, Retail Rules

- d) Within two (2) *working days* of confirming the termination above, the *Central Registration Body* shall send a notification letter to the previous *Supplier*, *Contestable Customer* and its new *Supplier*.

3.2.2. Submission of Additional Securities by a Contestable Customer registered as Direct WESM Member

- a) Prior to the expiration of its *Retail Supply Contract*, the *Contestable Customer* registered as *Direct WESM Member* shall post additional securities to meet the *Prudential Requirements* set out in the *WESM Rules*.
- b) Once the *Contestable Customer* provides the *Prudential Requirements*, the *Central Registration Body* shall confirm the termination of the previous *Retail Supply Contract*.
- c) Within two (2) *working days* from giving effect to the termination, *Central Registration Body* shall send a notification letter to the previous *Supplier* and *Contestable Customer*.

V. TRANSFER TO A SUPPLIER OF LAST RESORT (SOLR)

1. COVERAGE

This section establishes the requirements and procedures for implementing and approving, if necessary, the transfer of *Contestable Customers* affected by a *Last Resort Supply Event* to a SOLR.

2. OVERVIEW

- 2.1. A *Contestable Customer* shall be transferred to the SOLR upon occurrence of any of the following *Last Resort Supply Events*:
- a) The Supplier has ceased to operate;
 - b) The Supplier's license or authorization has been revoked by the *Energy Regulatory Commission*;
 - c) The Supplier is no longer permitted to trade in the WESM due to suspension, deregistration, or cessation of membership, or
 - d) The agreements for transmission, wheeling or distribution services with the relevant *Network Service Provider* or *Distribution Utility* have been terminated.²⁶
- 2.2. When the *Central Registration Body* determines the occurrence of any of the aforementioned last resort events, a notification shall be sent to the affected *Contestable Customer/s*, the SOLR, the defaulting *Supplier*, if practicable, of the occurrence and the effective date of the transfer to the SOLR.²⁷ The *Contestable Customer* shall notify the *Central Registration Body* and the SOLR if it chooses to be served by the latter.

For the *Contestable Customer* that is an *Indirect WESM Member* and the defaulting *Supplier* is its *Direct WESM Member counterparty*, the *Contestable Customer* shall notify the *Central Registration Body* and the SOLR if it chooses to be served by the latter.²⁸

For the *Contestable Customer* that is an *Indirect WESM Member* and the defaulting *Supplier* is not its *Direct WESM Member counterparty* (due to existence of multiple suppliers), the avilment of SOLR service must be approved first by the *Contestable Customer's Direct WESM Member counterparty* before the *Central Registration Body* and the SOLR are notified.

²⁶ Clause 3.4.1, Retail Rules

²⁷ Clause 3.4.2, Retail Rules

²⁸ Clause 3.4.3, Retail Rules

A *Contestable Customer* that is a *Direct WESM Member* may choose a) to be served by the SOLR following the timeline set out in Clause 3.4.3; or, b) not to be served by the SOLR. If it chooses the latter, the *Contestable Customer* shall submit additional securities required by the *Market Operator* to fully satisfy the prudential requirements set out in the *WESM Rules*.²⁹

The *Central Registration Body* shall be notified by the SOLR and the *Contestable Customer* of the transfer no later than forty eight (48) hours after being notified of the occurrence of the *Last Resort Supply Event*.³⁰

3. PROCEDURES

- 3.1. **Submission and Processing of Switch Request (Switch to SOLR)** – Once all parties agree, an accomplished switch request form shall be submitted by the SOLR to the *Central Registration Body* no later than forty-eight (48) hours after being notified of the occurrence of the *Last Resort Supply Event*. The switch request form shall include an attestation of the agreement duly signed by the SOLR and the *Contestable Customer*.
- 3.2. **Assessment and Approval** – Upon receipt of the request, the *Central Registration Body* shall evaluate the form. The *Central Registration Body* shall immediately notify the SOLR to provide the prudential requirements within three (3) *working days* from receipt of the switch request/notification.
- 3.3. **Disconnection** – The *Central Registration Body* shall initiate disconnection of a *Contestable Customer* based on the following grounds:
- a) Failure of the *Contestable Customer* to give notice within the period set out in the *Retail Rules*;
 - b) Provision of notice that it elects not to be transferred to a SOLR within the period set out in the *Retail Rules*; or
 - c) Failure to enter into a contract with the SOLR.

²⁹ Clause 3.4.4, Retail Rules

³⁰ Clause 3.4.3.3, Retail Rules