



ELECTRICITY SUPPLY INDUSTRY ACT 1995

**ELECTRICITY SUPPLY INDUSTRY
TRANSMISSION LICENCE**

issued to

**TASMANIAN NETWORKS PTY LTD
ACN 167 357 299**

Effective Date

21 December 2018

Amended:

1. 14 January 2019 (Notice of Amendment No. 1) - effective 30 January 2019
2. 29 October 2019 (Notice of Amendment No. 2)

Tasmanian Electricity Transmission Licence

1 Grant of licence

- 1.1 The **Regulator**, in exercise of the powers conferred by section 19 of the **Act**, authorises the **Licensee** to undertake the transmission of electricity over the **authorised transmission system** and thereby authorises the **Licensee** to operate that transmission system.
- 1.2 The **Regulator** issues this licence accepting that technical and other information supplied by the **Licensee** in support of its application for this licence, and otherwise as required by this licence, is true and correct, the **Licensee** having made full and diligent inquiry in that regard.

2 Definitions and Interpretation

- 2.1 In this licence, words and phrases appearing italicised in bold type:
 - 2.1.1 which are defined in the **Act**, have the same meaning when used in this licence; and
 - 2.1.2 which are not defined in the **Act**, have the meaning ascribed to them in Part 1 of Schedule 2.
- 2.2 This licence must be interpreted in accordance with Part 2 of Schedule 2.

3 Compliance with Laws and Other Requirements

- 3.1 The **Licensee** must comply with the **Act**, the **Code** and **guidelines**.
- 3.2 The **Licensee** must comply with the **National Electricity Rules**. In the event that the **National Electricity Rules** are inconsistent with the **Code**, then the **National Electricity Rules** prevail to the extent of such inconsistency.
- 3.3 For the avoidance of doubt, the **statutory licence conditions** are deemed to form part of this licence and the **Licensee** must comply with the **statutory licence conditions**.

- 3.4 The **Licensee** must use best endeavours to ensure that each contractor engaged by it complies with the terms and conditions of this licence, to the extent that such terms and conditions are relevant to that contractor.
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4 Term of Licence

Subject to this licence and the **Act**, this licence takes effect on and from 21 December 2018 for a period of ten (10) years.

5 Payment of Fees and Charges

The **Licensee** must pay to the **Regulator** fees and charges in accordance with clause 2.4.2 of the **Code**.

6 Communications

- 6.1 A **communication** must be in **writing**.
- 6.2 A **communication** is to be regarded as having been given by the sender and received by the addressee:
- 6.2.1 when delivered in person to the addressee;
 - 6.2.2 where sent by post, on the 4th **business day** after the date of posting, if the **communication** is posted within Australia;
 - 6.2.3 where sent by post, on the 7th **business day** after the date of posting, if the **communication** is posted outside Australia; or
 - 6.2.4 when, according to the sender's transmission report, received by facsimile transmission by the addressee.
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7 Provision of Information

- 7.1 The **Licensee** must provide to the **Regulator**, in the manner and form advised by the **Regulator**, such information as the **Regulator** may from time to time require and which is, in the opinion of the **Regulator**, relevant to the **Regulator's** functions under the **Act**, the **Code**, the **National Electricity Rules** and **guidelines**.

- 7.2 If the **Licensee** becomes aware of any material breach of the **Act**, the **Code**, the **National Electricity Rules, guidelines** or this licence, the **Licensee** must notify the **Regulator** of the breach as soon as practicable and provide such information as the **Regulator** requires in relation to the breach.

8 Advice to the Regulator

The **Licensee** must report to the **Regulator** as soon as possible the occurrence of any of the following circumstances:

- 8.1 the **Licensee** is put under external administration as defined in the *Corporations Act 2001* (Cwth); and
- 8.2 the **Licensee's** circumstances change such that the **Licensee's** ability to meet its obligations under the **Act**, the **Code**, the **National Electricity Rules, guidelines** or this licence may be materially affected.

9 Management Plans and Compliance Plan

- 9.1 The **Licensee** must develop and submit to the **Regulator**, in accordance with the **Code, management plans**.
- 9.2 The **Licensee** must develop and submit to the **Regulator**, in accordance with the **Code**, a **compliance plan**.

10 Emergency Management

The **Licensee** must develop, implement and maintain an emergency management plan.

11 Management and Operating Contracts

- 11.1 The **Licensee** must advise the **Regulator** of the entering into, by the **Licensee**, of any contract under the terms of which another person assumes, or will assume, operational responsibility for carrying out any substantive part of the operations authorised by this licence.

11.2 The ***Licensee*** must submit to the ***Regulator*** not less than 14 days prior to the commencement of any contract referred to in clause 11.1:

11.2.1 the identity and contact details of the other person; and

11.2.2 details of the qualifications and experience of the other person.

12 Connection Agreements

The ***Licensee*** must provide details of any committed connection to any other ***transmission system***.

Schedule 1 – Description of Authorised Transmission System

The **authorised transmission system** is the **transmission system** which conveys electricity:

1. from the **connection points** for the Generation Sites and Transmission Sites listed in Table 1, to the **connection points** for the Demand Sites and Transmission Sites listed in Table 1 (the **connection point** and **connection assets** associated with the **transmission system** are described in the relevant **connection agreement**).

Table 1

| Generation Sites | Demand Sites | Transmission Sites |
|--------------------------------|----------------|------------------------|
| Arthurs Lake | Arthurs Lake | George Town (Basslink) |
| Bell Bay | Avoca | |
| <i>Removed</i> ⁴ | Boyer | |
| Butlers Gorge | Bridgewater | |
| Catagunya | Burnie | |
| Cethana | Chapel Street | |
| Cluny | Comalco | |
| Derby | Creek Road | |
| Devils Gate | Derby | |
| Farrell | Derwent Bridge | |
| Fisher | Devonport | |
| Gordon | Electrona | |
| Granville Harbour ⁵ | Emu Bay | |
| John Butters | Fisher | |
| Lake Echo | George Town | |
| Lemonthyme | Gordon | |
| Liapootah | Hadspen | |
| Mackintosh | Hampshire | |
| Meadowbank | Huon River | |
| Paloona | Kermandie | |
| Poatina | Kingston | |
| Queenstown | Knights Road | |
| Reece | Lindisfarne | |
| Repulse | Meadowbank | |
| <i>Removed</i> ¹ | Mornington | |
| Smithton ² | Mowbray | |
| Tamar Valley | New Norfolk | |
| Tarraleah | Newton | |
| Trevallyn | | |
| Tribute | | |
| Tungatinah | | |

¹ Deleted 14 January 2019, Notice of Amendment No. 1.

² Inserted 14 January 2019, Notice of Amendment No.1.

| | | |
|---|--|--|
| Wayatinah Wild Cattle Hill ⁵ Wilmot <i>Removed</i> ¹ | | |
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and

2. *Removed*³

³ Deleted 14 January 2019, Notice of Amendment No. 1.

⁴ Deleted 29 October 2019, Notice of Amendment No. 2.

⁵ Inserted 29 October 2019, Notice of Amendment No. 2.

Schedule 2 - Part 1

Definitions

“**Act**” means the *Electricity Supply Industry Act 1995* (Tasmania);

“**authorised transmission system**” means the **transmission system** on mainland Tasmania as described in Schedule 1 as amended from time to time;

“**business day**” means any day except a Saturday, Sunday, statutory holiday as defined in the *Statutory Holidays Act 2000* or public holiday;

“**communication**” means a notice, agreement, consent, direction, representation, advice or statement required or given pursuant to or in connection with this licence;

“**compliance plan**” has the same meaning as in the **Code**;

“**connection agreement**” has the same meaning as in the **National Electricity Rules**;

“**connection asset**” has the same meaning as in the **Code**;

“**connection point**” has the same meaning as in the **Code**;

“**guideline**” means a written statement of regulatory intent or policy for the information and guidance of **licensees**, issued by the **Regulator** or by any other relevant person determined and advised to **licensees** by the **Regulator**;

“**Licensee**” means Tasmanian Networks Pty Ltd ACN 167 357 299;

“**licensee**” means the holder of a licence under the **Act**;

“**management plan**” has the same meaning as in the **Code** and for the purpose of this licence, the relevant schedule is Schedule 3 of this licence;

“**statutory licence conditions**” means the licence conditions referred to in the **Act** and applicable to this licence;

“**writing**” includes any mode of representing or reproducing words, figures, drawings and symbols in a visible form.

Schedule 2 - Part 2

Interpretation

In this licence, unless the context otherwise requires:

- 2.1 headings are for convenience only and do not affect the interpretation of this licence;
- 2.2 words importing the singular include the plural and vice versa;
- 2.3 words importing a gender include any gender;
- 2.4 an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency;
- 2.5 a reference to a condition, clause, schedule or part is to a condition, clause, schedule or part of this licence;
- 2.6 a reference to terms of an offer or agreement is to all terms, conditions and provisions of the offer or agreement;
- 2.7 a reference to any statute, regulation, proclamation, order in council, ordinance or by-law includes all statutes, regulations, proclamations, orders in council, ordinances or by-laws varying, consolidating, re-enacting, extending or replacing them and a reference to a statute includes all regulations, proclamations, orders in council, ordinances, by-laws and determinations issued under that statute;
- 2.8 a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document;
- 2.9 a reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns;
- 2.10 when italicised, other parts of speech and grammatical forms of a word or phrase defined in this licence or in the **Act**, have a corresponding meaning;
- 2.11 a period of time:

- 2.11.1 which dates from a given day or the day of an act or event is to be calculated exclusive of that day; or
- 2.11.2 which commences on a given day or the day of an act or event is to be calculated inclusive of that day;
- 2.12 an event which is required under this licence to occur on or by a stipulated day which is not a **business day** may occur on or by the next **business day**;
- 2.13 in the event of any inconsistency between the conditions of this licence and the **Act**, the **Act** will prevail to the extent of such inconsistency; and
- 2.14 in the event of any inconsistency between the conditions of this licence and the schedules, the conditions of this licence prevail to the extent of such inconsistency.

Schedule 3 - Management Plans

The aspects of the *Licensee's* operations that shall be the subject of *management plans* are:

- 1 asset management of the *authorised transmission system*, including reliability and performance of the *authorised transmission system*;
- 2 vegetation management; and
- 3 emergency management as provided for in Clause 10.