



ELECTRICITY SUPPLY INDUSTRY ACT 1995

**ELECTRICITY SUPPLY INDUSTRY
RETAIL LICENCE**

issued to

AURORA ENERGY PTY LTD

ACN 082 464 622

Effective Date

21 December 2008

Tasmanian Electricity Retail Licence

1 Grant of Licence

- 1.1 The **Regulator**, in exercise of the powers conferred by section 19 of the **Act**, authorises the retailing of **electricity** by the **Licensee**:
- 1.1.1 to **non-contestable customers** in the state of Tasmania, excluding all off shore islands with the exception of Bruny Island; and
- 1.1.2 to any **contestable customers**.
- 1.2 The authority granted under clause 1.1.1 is exclusive.
- 1.3 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.
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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 *Electricity Supply Industry Act 1995*, have the same meaning when used in this licence; and
- 2.1.2 which are not defined in the *Electricity Supply Industry Act 1995*, have the meaning ascribed to them in Part 1 of Schedule 1.
- 2.2 This licence must be interpreted in accordance with Part 2 of Schedule 1.
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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.

4 Term of Licence

Subject to this licence and the **Act**, this licence takes effect on and from 21 December 2008 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.

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**.
- 7.2 If the **Licensee** becomes aware of any material breach of the **Act**, the **Code**, the **National Electricity Rules** 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** 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

- 10.1 The **Licensee** must develop and maintain an emergency management plan in accordance with any **guideline** issued by the **Jurisdictional System Security Co-ordinator**.

10.2 Any such emergency management plan must be implemented by no later than the date specified by the ***Jurisdictional System Security Co-ordinator***, or when no such date is specified, within a reasonable period of time.

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 Assistance to the Reliability and Network Planning Panel

The ***Licensee*** shall provide such information or other assistance as may be requested and required by the ***Reliability and Network Planning Panel***.

SIGNED by Jane Hyland,)
DELEGATE OF REGULATOR) Signed
on 16 September 2008)

Schedule 1 – Part 1

Definitions

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

“**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, statement or other communication required or given pursuant to or in connection with this licence;

“**compliance plan**” 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**;

“**Jurisdictional System Security Co-ordinator**” has the same meaning as in the *National Electricity Law*;

“**Licensee**” means Aurora Energy Pty Ltd (ACN 082 464 622);

“**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 2 of this licence;

“**Reliability and Network Planning Panel**” has the same meaning as in the **Code**;

“**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 1 – 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 2 - Management Plans

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

- 1 customer service; and
- 2 emergency management as provided for in clause 10.