

GAS ACT 2000

GAS RETAIL LICENCE

issued to

POWERCO AUSTRALIAN HOLDINGS PTY LTD

(ACN 098 080 221)

21 August 2003

Tasmanian Gas Retail Licence

1. Definitions And Interpretation

- 1.1. In this licence, words and phrases appearing in italics have the meaning given to them in part 1 of schedule 1.
- 1.2. This licence must be interpreted in accordance with the rules set out in part 2 of schedule 1.

2. Issue of Licence

- 2.1. The ***Director of Gas***, in exercise of the powers conferred by section 24 of the ***Gas Act***, licenses the ***Licensee*** to sell ***gas*** by retail in the ***retail area*** on and subject to the terms and conditions of this licence.
- 2.2. The ***Licensee*** warrants that technical and other information supplied in support of its application for this licence, and otherwise as required by this licence, is true and correct to the best of the knowledge of the ***Licensee***, the ***Licensee*** having made full and diligent inquiry.

3. Licensee's Undertakings

- 3.1. In support of its application for this licence, the ***Licensee*** made the following representations:
 - 3.1.1. Powerco Limited has significant financial and relevant technical resources and experience;
 - 3.1.2. such resources and experience would be available to the ***Licensee*** as a member of the Powerco group; and
 - 3.1.3. Powerco Limited will make available resources to ensure that the administrative and technical support and project and contract management needs and the licence obligations of the ***Licensee*** are met.

- 3.2. The **Director of Gas** accepted these representations as undertakings by the **Licensee** that Powerco Limited will fulfil its obligations as represented.
- 3.3. The **Licensee** will provide such documentation and supporting information as the Director of Gas may, from time to time, require to satisfy the **Director of Gas** as to the continued willingness of Powerco Limited to honour its commitments as represented by the **Licensee**.

4. Term of Licence

- 4.1. Subject to this licence and the **Gas Act**, this licence takes effect on and from the date it is issued.
- 4.2. This licence expires on the earliest of the following dates:
- 4.2.1. the date ten (10) years after the **Commencement Date**;
 - 4.2.2. the date this licence is surrendered by the **Licensee** under section 36 of the **Gas Act**, or
 - 4.2.3. the date this licence is cancelled by the **Director of Gas** under section 46 of the **Gas Act**.

5. Renewal of Licence

- 5.1. On receipt of an application for renewal of this licence in accordance with section 26 of the **Gas Act**, the **Director of Gas** must renew this licence unless satisfied that the **Licensee**:
- 5.1.1. has been guilty of a material contravention of a requirement imposed by or under the **Gas Act** or any other Act in connection with the operations authorised by this licence such that the licence should not be renewed; or
 - 5.1.2. is no longer for any reason entitled to the issue of the licence.

6. Variation of Licence

6.1. The terms and conditions of this licence may only be amended in accordance with section 34 of the **Gas Act**.

7. Transfer of Licence

7.1. This licence may only be transferred in accordance with section 35 of the **Gas Act**.

8. Payment of Fees and Charges

8.1. Subject to clause 8.3, the **Director of Gas** must, by 31 May in each year, advise the **Licensee** of the annual fee for the next **financial year**, determined in accordance with section 27 of the **Act**.

8.2. The **Licensee** may pay the fee advised under clause 8.1 by equal quarterly instalments in advance, with the first instalment due by 30 June in the year of the advice and subsequent instalments due three monthly thereafter.

8.3. In respect of the period 1 July 2013 to the expiry of the term of this licence, the **Licensee** must pay, by no later than 30 June 2013, a fee determined in accordance with section 27 of the **Act** and advised by the **Director of Gas** by 31 May 2013.

9. Compliance with Laws and Other Requirements

9.1. The **Licensee** must comply with all applicable **Laws** and **codes**, including, but not restricted to, any **code** issued by the **Director of Gas** relating to the ring-fencing of accounts or operations.

10. Other Licence Conditions

10.1. This licence is also subject to the conditions set out in schedule 2 of this licence.

11. Communications

11.1. A **communication** must be in writing.

11.2. A **communication** is to be regarded as having been given by the sender and received by the addressee:

- 11.2.1. when delivered in person to the addressee; or
- 11.2.2. where sent by post, on the 3rd **business day** after the date of posting, if the **communication** is posted within Australia; or
- 11.2.3. where sent by post, on the 7th **business day** after the date of posting, if the **communication** is posted outside Australia; or
- 11.2.4. when, according to the sender's transmission report, received by facsimile transmission by the addressee; or
- 11.2.5. where sent by electronic mail, when the **communication** is recorded as having been first received at the electronic mail destination.

SIGNED by Andrew John Reeves)

Director of Gas)

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21 August 2003)

Signed A J Reeves

Schedule 1 - Definitions and Interpretation

1. Definitions

In this licence, unless the context otherwise requires:

“business day” means a day on which banks are open for general banking business in Hobart, excluding a Saturday or Sunday;

“code” means any code issued in accordance with the provisions of the **Gas Act**;

“Commencement Date” means the date referred to in clause 4.1;

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

“customer” has the meaning given to that term under the **Gas Act**;

“Director of Gas” means the Director of Gas under the **Gas Act**;

“financial year” means a period commencing on 1 July in a calendar year and ending on 30 June in the following year;

“gas” has the meaning given to that term in the **Gas Act**;

“Gas Act” means the *Gas Act 2000* (Tas);

“Laws” means any applicable Commonwealth, Tasmanian or local law, subordinate legislation, legislative instrument or mandatory regulatory requirement.

“Licensee” means Powerco Australian Holdings Pty Ltd (ACN 098 080 221);

“officer” means the person responsible for regulatory compliance and may include a director;

“regulations” mean any regulations made under the **Gas Act**;

“retail area” means the State of Tasmania;

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 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, the **Gas Act** or **regulations**, the **Gas Act** or **regulations** 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 – Other Licence Conditions

1. Provision of Information

- 1.1. The **Licensee** must provide to the **Director of Gas**, in the manner and form and by a time determined by the **Director of Gas**, such information as the **Director of Gas** may from time to time require and which is, in the opinion of the **Director of Gas**, relevant to the functions of the **Director of Gas** under the **Gas Act**.
- 1.2. The **Licensee** must notify the **Director of Gas** if it commits a material breach of any **Law** or this licence as soon as the **Licensee** becomes aware of having committed such a breach and in any case no later than 5 **business days** after becoming aware of the breach.

2. Records

- 2.1. The **Licensee** must maintain:
- 2.1.1. a record of all **regulated activities** carried out under this licence, including, where appropriate, maps and plans; and
 - 2.1.2. any other records required by the **regulations**.
- 2.2. The **Licensee** must provide the **Director of Gas** or the **Director of Gas Safety** with a copy of the records maintained under clause 2.1 of this schedule 2 upon receipt of written notice from the **Director of Gas** or the **Director of Gas Safety** or as prescribed in the **regulations**.

3. Prudential Reporting

- 3.1. The **Licensee** must report the occurrence of any of the following circumstances to the **Director of Gas** as soon as possible following the occurrence:
- 3.1.1. the **Licensee** is put under external administration as defined in the *Corporations Act 2001 (Commonwealth)*; or

3.1.2. the **Licensee** experiences a significant change in its circumstances which may affect the **Licensee's** ability to meet its obligations under the **Gas Act** or this licence.

3.2. The **Licensee** must report to the **Director of Gas** any change of the **Licensee's officer** within 10 **business days** of that change.