

ELECTRICITY SUPPLY INDUSTRY ACT 1995

**ELECTRICITY SUPPLY INDUSTRY
TRANSMISSION LICENCE**

issued to

**TRANSEND NETWORKS PTY LTD
ACN 082 586 892**

Date of Issue

18 December 1998

Incorporating amendments made on:

1. 14 October 2002
2. 26 November 2004
3. 24 December 2004

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 operate the operation of the **authorised transmission network** which is described in Schedule 1 to this licence. This authority is subject to the conditions of this licence.
- 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.
- 1.3 The **Licensee** is authorised to operate the **authorised transmission network** described in Schedule 1.

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 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**, and the **Code**.
- 3.2 The **Licensee** must comply with the **National Electricity Code** from the time it applies in Tasmania. In the event that the **National Electricity Code** is inconsistent with the **Code**, then the **National Electricity Code** prevails 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

- 4.1 Subject to this licence and the **Act**, this licence takes effect on and from 21 December 1998 for a period of 10 years.

5 Payment of Fees and Charges

- 5.1 The **Licensee** must pay to the **Regulator Participant fees** in accordance with clause 2.3.2 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 Code** 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

- 8.1 The **Licensee** must report to the **Regulator** as soon as possible the occurrence of any of the following circumstances:
- 8.1.1 the **Licensee** is put under external administration as defined in the *Corporations Act 2001* (Cwth); and
 - 8.1.2 the **Licensee's** circumstances change such that the **Licensee's** ability to meet its obligations under the **Act**, the **Code**, the **National Electricity Code** or this licence may be materially affected.

9 Management Plans and Reports

- 9.1 The **Licensee** must develop and submit to the **Regulator**, in accordance with a schedule of dates advised by the **Regulator**, **management plans**.
- 9.2 The **management plans** must be made in accordance with, and take account of, any relevant **guidelines** and provisions of the **Code**.
- 9.3 In developing, reviewing or revising a **management plan**, the **Licensee** should have regard to any comments made by the **Regulator** on the **management plan**.

- 9.4 Each **management plan** shall make provision for reporting such information as the **Regulator** requires for the discharge of the **Regulator's** responsibilities under the **Act**.
- 9.5 Each year, by no later than 30 September or such other date advised by the **Regulator**, the **Licensee** must submit to the **Regulator** a **report** in relation to the previous financial year or such other period advised by the **Regulator**.
- 9.6 A **report** must include:
- 9.6.1 details of the **Licensee's** actual performance against the standards, indicators and targets included in the **management plans**;
 - 9.6.2 if the **Licensee's** actual performance is below the targets included in the **management plans**, the reasons for the failure to meet the targets and strategies for achieving the targets in the future;
 - 9.6.3 projections of the **Licensee's** future performance against the standards, indicators and targets included in the **management plans**; and
 - 9.6.4 a description of the strategies adopted or to be adopted by the **Licensee** to achieve or exceed the performance targets included in the **management plans**.
- 9.7 A **report** must be prepared in accordance with, and take account of, any relevant **guidelines** and provisions of the **Code**.
- 9.8 For the avoidance of doubt, the requirement under clause 9.5 to prepare a **report** does not limit the **Regulator's** powers, under clause 7.1 or the **Act**, to require the **Licensee** to produce information.
- 9.9 The **Regulator** may require and advise the **Licensee** that a **report** is to be subject to an **independent appraisal** with terms of reference approved by the **Regulator** in respect of the relevant **management plan**.
- 9.10 Unless otherwise specified by the **Regulator**, an **independent appraisal** is to be provided no more frequently than every two years commencing from 2006.

- 9.11 The **Regulator** may issue a **guideline** concerning procedures for appointment, avoidance of conflict of interest, accountability and other matters relevant to ensuring the expertise and independence of the person appointed to undertake an **independent appraisal**.
- 9.12 The appointment of a person to undertake an **independent appraisal** must be made in accordance with and take account of any **guidelines** referred to in clause 9.11.

10 Emergency Management

- 10.1 The **Licensee** must develop and maintain an emergency management plan in accordance with any **guideline** issued by the **Jurisdictional Co-ordinator**.
- 10.2 Any such emergency management plan must be implemented by no later than the date specified by the **Jurisdictional 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 a 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

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

13 Connection Agreements

13.1 Consistent with s.18(1)(c)(ii) of the **Act**, the **Licensee** must provide details of any proposed connection to any other **transmission network**.

14 Network Development

14.1 The **Licensee** shall propose, plan and procure all those network augmentations or other works or services that may be required or appropriate to satisfy any **jurisdictional transmission planning criteria** or the **regulatory test**.

15 Annual Planning Statement

15.1 The **Licensee** shall publish an Annual Planning Statement that shall provide such information and analysis as may be specified by the **Regulator** in any relevant **guideline**.

SIGNED by Andrew John Reeves,)

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the **REGULATOR**)

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Signed A J Reeves

on 18 December, 1998)

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Schedule 1 – Description of Authorised Transmission Network

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

- (a) from the connection points located at the Generation Sites and Transmission Network Sites listed in the table below; and
- (b) to the connection points located at the Demand Sites and Transmission Network Sites listed in the table below.

Each connection point is more particularly described in the **connection agreement** relevant to that site.

Generation Sites	Demand Sites		Transmission Network Sites
Bell Bay	Arthurs Lake	North Hobart	George Town (Basslink) ³
Butlers Gorge	Avoca	Norwood	
Catagunya	Boyer	Palmerston	
Cethana	Bridgewater	Port Latta	
Cluny	Burnie	Que	
Devils Gate	Chapel Street	Queenstown	
Farrell	Comalco	Railton	
Fisher	Creek Road	Risdon	
Gordon	Derby	Rokeby	
John Butters	Derwent Bridge	Rosebery	
Lake Echo	Devonport	Savage River	
Lemonthyme	Electrona	Scottsdale	
Liapootah	Emu Bay	Starwood	
Mackintosh	Fisher	Smithton	
Meadowbank	George Town	Sorell	
Paloona	Gordon	St Marys	
Poatina	Hadspen ¹	Temco	
Reece	Hampshire	Trevallyn	
Repulse	Kermandie	Triabunna	
Tarraleah	Kingston	Tungatinah	
Trevallyn	Knights Road	Ulverstone	
Tribute	Lindisfarne	Waddamana	
Tungatinah	Meadowbank	Wayatinah	
Wayatinah	Mowbray ²	Wesley Vale	
Wilmot	New Norfolk		
Woolnorth	Newton		

¹ Commissioning 2006

² Commissioning 2005

³ Commissioning 2005

Schedule 2 - Part 1

Definitions

“access undertaking” means an undertaking to provide access to a service in accordance with the Trade *Practices Act* 1974 (Cth);

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

“authorised transmission network” means the **transmission network** on mainland Tasmania and 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;

“Code” means the Tasmanian Electricity Code issued in accordance with section 49A of the **Act**;

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

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

“independent appraisal” means a report to the **Regulator**, by an appropriately qualified person engaged by the **Licensee** with the approval of the **Regulator**, in respect of a **report**;

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

“jurisdictional transmission planning criteria” has the same meaning as in the **Code**;

“Licensee” means Transend Networks Pty Ltd ACN 082 586 892;

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

“management plan” means a means a written plan developed by the **Licensee** outlining the procedures, practices and strategies for managing (including ensuring the quality of such management arrangements), and reporting on one or more of the aspects, specified in Schedule 2, of the **Licensee’s** operations;

“Participant fees” has the same meaning as in the **Code**;

“regulatory test” has the same meaning as in the **National Electricity Code**;

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

“report” means a report which the **Licensee** is required to submit pursuant to clause 9.5;

“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; and
- 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.
- 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 **Licensee** must, in accordance with clause 9, produce and report on **management plans** in respect of the following aspects of the **Licensee's** operations:

1. compliance with the **Act**, the **Code** and this licence;
2. asset management of the **authorised transmission network**, including reliability and performance of the **authorised transmission network**; and
3. vegetation management.