



Electricity
Licence



Electricity Distribution Licence

CPE Tonsley Pty Ltd

ACN 623 288 175

This licence was issued by the **Commission** on 17 August 2018 and last varied on the date specified below.



.....

Adam Wilson
Chief Executive Officer and Commission authorised signatory

23 September 2020

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Date

Variation history

Amendment number	Variation date	Reason
ESCOSA01	September 2020	Varied to reflect change of name.

1 Definitions and interpretation

- 1.1 Words appearing in bold like **this** are defined 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 Grant of a licence

- 2.1 The **licensee** is licensed under Part 3 of the **Act** to operate the **distribution network** at the locations specified in Annexure 1.

3 Term

- 3.1 This licence commences on the date it is issued and continues until it is:
 - (a) surrendered by the **licensee** under section 29 of the **Act**; or
 - (b) suspended or cancelled by the **Commission** under section 37 of the **Act**.

4 Fees

- 4.1 The **licensee** must pay the applicable licence fees in accordance with section 20 of the **Act**.

5 Access to distribution network

- 5.1 The **licensee** must grant rights to use, or have access to, its **distribution network** (on non-discriminatory terms):
 - (a) to other **electricity entities** for the distribution of electricity by the other **electricity entities**; and
 - (b) to enable the other **electricity entities** and **customers** to obtain electricity from the **distribution network**.
- 5.2 The **licensee** must:
 - (a) in accordance with, and to the extent required by, the **Electricity Transmission Code**, grant to an **electricity entity** holding a **generation licence** or a **transmission licence**, right to use, or access to, those parts of the **licensee's distribution network** that are interconnected to or interface with the **electricity entity's** assets for the purposes of ensuring the proper integrated operation of the South Australian power system and the proper conduct of the operations authorised by that **electricity entity's licence**; and
 - (b) in the absence of agreement as to the terms on which such rights are to be granted, comply with a determination of the **Commission** as to those terms.
- 5.3 The **licensee** must not refuse to grant the access or rights to use set out in this clause unless the **licensee** is permitted to do so under the **National Electricity Rules**, the **Electricity Transmission Code** or the **Electricity Distribution Code**

6 Dispute resolution

- 6.1 A dispute relating to the granting of rights to use or have access to a **distribution network** referred to in clause 5 shall be resolved in accordance with any applicable **industry code** made by the **Commission** for the resolution of disputes.
- 6.2 Clause 6.1 does not apply to the extent a dispute is subject to resolution in accordance or under the **National Electricity Rules**.

7 Compliance with applicable laws and codes

- 7.1 The **licensee** must comply with all applicable laws, including, but not limited to, any technical or safety requirements or standards contained in regulations made under the **Act**.
- 7.2 The **licensee** must:
- (a) comply with any **industry code** or **industry rule**, made by the **Commission** under the **ESC Act** as in force from time to time, that the **Commission** has advised the **licensee** in writing as being applicable to the **licensee**;
 - (b) comply with any applicable minimum service standards imposed under any applicable **industry code**, **industry rule** or other regulatory instrument made by the **Commission** and any specified technical or safety requirements or standards;
 - (c) monitor and report to the **Commission** on its levels of compliance with any applicable **industry code** or **industry rule** provisions and minimum service standards; and
 - (d) notify the **Commission** in accordance with any applicable guideline if it commits a **material breach** of any applicable **industry code** or **industry rule** made by the **Commission** within 3 days of becoming aware of that breach.

8 Operational and compliance audits

- 8.1 The **licensee** must undertake periodic audits of the operations authorised by this licence and of its compliance with its obligations under this licence and any applicable **industry codes** in accordance with the requirements of any applicable guideline issued by the **Commission** for this purpose.
- 8.2 The **licensee** must also conduct any further audits at a frequency and in manner approved by the **Commission**.
- 8.3 The results of audits conducted under this clause must be reported to the **Commission** in a manner approved by the **Commission**.
- 8.4 The **Commission** may require the **licensee** to use an independent expert approved by the **Commission** to conduct audits under this clause.
- 8.5 The **Commission** may require the costs of using an independent expert approved by the **Commission** to conduct audits under this clause to be met by the **licensee**.

9 Safety, reliability, maintenance and technical management plan

9.1 The **licensee** must:

- (a) prepare, maintain and periodically revise a safety, reliability, maintenance and technical management plan dealing with matters prescribed by **regulation**;
- (b) obtain the approval of the **Technical Regulator**:
 - (i) to the plan (prior to commencement of the operation of the electricity distribution network to which the plan relates); and
 - (ii) to any revision of the plan;
- (c) comply with the plan as approved in accordance with clause 7.2(b); and
- (d) undertake audits of its compliance with the plan from time to time and report the results of those audits to the **Technical Regulator**, in the form required by the **Technical Regulator**.

10 Switching manual

10.1 The **licensee** must:

- (a) prepare and maintain an internal switching manual in accordance with the **regulations**; and
- (b) comply with any other requirements relating to switching prescribed in the **regulations**.

11 Provision of information

11.1 The **licensee** must inform:

- (a) each person who applies for, or who is in receipt of, network services, the terms, conditions and charges on which those services are provided by the **licensee**; and
- (b) any person in receipt of network services, of any change in the terms, conditions or charges on which the **licensee** provides those services.

12 National Electricity Market

12.1 The **licensee** must hold and comply with the conditions of any registration required under the **National Electricity Rules** granted by **AEMO** (or the person responsible for the granting of such registrations under the **National Electricity Law** or the **National Electricity Rules**) at all times that such registration is required for the operations authorised by this licence.

13 Demand management

13.1 The **licensee** must

- (a) before making any significant expansion of the **distribution network** or the capacity of the **distribution network**, investigate whether it would be cost effective to avoid or

postpone such expansion by implementing measures for the reduction of demand for electricity from the network; and

- (b) prepare and publish reports relating to such demand management investigations and measures.

14 Information to the Commission

14.1 The **licensee** must, from time to time, provide to the **Commission**, in a manner and form determined by the **Commission**:

- (a) details of the **licensee's** financial, technical and other capacity to continue the operations authorised by this licence; and
- (b) such other information as the **Commission** may require.

14.2 The **licensee** must notify the **Commission** of any changes to its officers, and (if applicable) major shareholders, within 30 days of that change.

14.3 The **licensee** must notify the **Commission** if it commits a **material breach** an applicable law or **industry code** within 3 days of becoming aware of that breach.

15 Information to AEMO

15.1 The **licensee** must, following a request from **AEMO**, provide to **AEMO** such documents and information as **AEMO** may reasonably require for the performance of its functions.

16 System controller

16.1 The **licensee** must comply with any directions given to it by the **System Controller**.

17 Access for telecommunications purposes

17.1 The **licensee** must comply with the requirements of the **Electricity Transmission Code** relating to:

- (a) other bodies having access to the **licensee's distribution network** for telecommunications purposes; and
- (b) concerning the resolution of disputes relating to the access and use of the **licensee's distribution network** referred to in clause 17.1(a).

18 Location of powerlines underground

18.1 The **licensee** must undertake work to locate powerlines underground in accordance with a program established under Part 5A of the **Act**.

19 Confidentiality

- 19.1 The **licensee** must, unless otherwise required by law, this licence, an **industry code**, or the **National Electricity Rules**, comply with any **industry rules** made by the **Commission** from time to time relating to the use of information acquired by the **licensee** in the course of operating the business authorised by this licence.

20 Community service

- 20.1 The **licensee** must comply with the requirements of any scheme approved and funded by the Minister for the provision by the State of **customer** concessions or the performance of community service obligations by **electricity entities**.

21 Compatibility

- 21.1 The **licensee** must not do anything to its **distribution network** affecting the compatibility of its **distribution network** with any **electricity generating plant** or a **transmission network** or **distribution network** so as to prejudice public safety or the security of the power system of which the **distribution network** forms a part.

22 Insurance

- 22.1 The **licensee** must undertake and maintain during the term of this licence insurance against liability for causing bush fires.
- 22.2 The **licensee** must provide to the **Commission** a certificate of the insurer or the insurance broker by whom the insurance, outlined in clause 22.1, was arranged (in a form acceptable to the **Commission**) to the effect that such insurance is adequate and appropriate, given the nature of the **licensee's** activities conducted under this licence and the risks associated with those activities.

23 Customer consultation process

- 23.1 The **licensee** must establish and comply with procedures to deal with **customer** consultation or enquiries, as required in writing by the **Commission**.

24 Accounts and separate businesses

- 24.1 The **licensee** must, in a manner and form approved by the **Commission**:
- (a) maintain accounting records and prepare accounts for the electricity business authorised by this licence; and
 - (b) keep the electricity business authorised by this licence, and the accounts for that business, separate from any other business operated by the **licensee** or any other person.

25 Ombudsman and disputes

- 25.1 The **licensee** must develop and implement procedures to resolve **customer** complaints and disputes in accordance with any applicable **industry code** and, for all other **customers**, in accordance with the basic procedures set out in AS ISO 10002-2006 (as amended from time to time).
- 25.2 In addition to clause 25.1 the **licensee** must participate in the Industry **Ombudsman Scheme**, with respect to complaints made in respect of the Operations authorised by this licence.

26 Standard contractual terms and conditions

- 26.1 The **licensee** must, if requested by the **Commission**, develop and submit for the **Commission's** approval a set of standard terms and conditions on which it will connect **customers' supply addresses** to its network.
- 26.2 Upon receipt of the **Commission's** approval of the standard terms and conditions under clause 26.1, the **licensee** must publish those terms and conditions in accordance with the requirements of section 36 of the **Act**.
- 26.3 The **licensee** must advise the **Commission** before it makes a significant amendment to the standard terms and conditions and must publish the amended terms and conditions in accordance with the requirements of section 36 of the **Act**.
- 26.4 The **Commission** may, by notice in writing to the **licensee**, require the **licensee** to amend its standard terms and conditions in accordance with the requirements of section 36 of the **Act**.
- 26.5 The **licensee** must, on request by a **customer**, provide that **customer** with a copy of the standard terms and conditions, free of charge.
- 26.6 If a **customer** has already received a copy of the standard terms and conditions and requests another copy within a 12-month period, the **licensee** may impose a reasonable charge for providing that copy.

27 Co-ordination agreement

- 27.1 The **licensee** must enter into and comply with an agreement with each **retailer** that is also required to enter into such an agreement, on terms approved from time to time by the **Commission**.

28 Connections

- 28.1 The **licensee** must use its **best endeavours** to connect a new **supply address** to the **licensee's distribution network**:
- (a) on a date agreed with the **customer**; or
 - (b) where no date has been agreed with the **customer**, within 6 **business days** after the **licensee's** requirements for connection are satisfied.
- 28.2 The **licensee** must use its **best endeavours** to connect a **supply address** which was previously connected to the **licensee's distribution network**:

- (a) on a date agreed with the **customer**; or
 - (b) if no date has been agreed with the **customer**, where possible on the **business day** after the **licensee's** requirements for **connection** are satisfied and, in any event, within two **business days**.
- 28.3 If a person requests the **connection** of 10 or more supply addresses within a one week period, the **licensee** must use its **best endeavours** to connect each supply address:
- (a) within 6 **business days** after the **licensee's** requirements for **connection** have been satisfied for that supply address, if the **licensee** has been notified of the new connections a reasonable time in advance of the required **connection** dates; or
 - (b) otherwise within 12 **business days** after the **licensee's** requirements for **connection** for the supply address have been satisfied.
- 28.4 The **licensee** must not refuse to connect a **supply address** to the **licensee's distribution network** because:
- (a) the person provides their own electricity metering system; or
 - (b) a third party provides an electricity metering system for the person,
- if that electricity metering system complies with the **Act** or the **National Electricity Rules**.

29 Applications for connection

- 29.1 Before agreeing to connect a person's **supply address** and to sell and supply electricity to a person at that **supply address**, the **licensee** may require the person to:
- (a) make an application to the **licensee** (in person, by telephone or in writing) on a **business day**; and
 - (b) if requested by the **licensee**:
 - (i) provide **acceptable identification**;
 - (ii) pay any relevant fees and charges applicable;
 - (iii) provide contact details for billing purposes;
 - (iv) provide contact details for the owner (or the owner's agent) of the **supply address**, if the request is made in respect of a **supply address** that is a rental property;
 - (v) ensure that there is safe and convenient access to the **meter** and the electrical installation in order to connect the **supply address**;
 - (vi) provide estimated electrical load information for the proposed electricity use at the **supply address**;
 - (vii) pay any outstanding debt, or make arrangements for the payment of any outstanding debt, in relation to the **connection**, sale or supply of electricity to the person by the **licensee** (other than a debt the subject of a bona fide dispute, or for which repayment arrangements have been made);
 - (viii) provide certificates of compliance in respect of the electrical installation at the **supply address**;

- (ix) provide evidence that the electrical installation at the **supply address** satisfies the technical requirements set out in the standard **connection** and supply contract; and
- (x) agree to undertake any augmentation or extension required for the **connection** and ensure that the augmentation or extension has been completed.

30 Connection policy

- 30.1 The **licensee** must, if requested by the **Commission**, develop a Connection Policy specifying the **licensee's** policy in respect of extending the **electricity infrastructure** at the request of a potential **customer**.
- 30.2 The Connection Policy must include:
- (a) stipulations in respect of voltage and distance from load to existing infrastructure for new **connections**;
 - (b) the terms and conditions on which the **licensee** will extend the **electricity infrastructure**;
 - (c) the terms and conditions on which the **licensee** will provide a new **meter**;
 - (d) the terms and conditions on which the **licensee** will provide metering information services;
 - (e) information about the cost to **customers** of connecting to, and using the **electricity infrastructure**;
 - (f) information about the method of calculation and collection of capital contributions (if capital contributions are to be collected); and
 - (g) details of technical or other obligations of the **customer** in respect of the **connection**.
- 30.3 The **licensee** must submit the Connection Policy, and any amendment to the Connection Policy, to the **Commission** for approval.

31 Quality of supply

- 31.1 The **licensee** must ensure that its **distribution network** is designed, installed, operated and maintained so that at the **customer's supply address**:
- (a) the voltage is as set out in AS 60038;
 - (b) the voltage fluctuations that occur are contained within the limits as set out in AS/NZS 61000 Parts 3.3, 3.5 and 3.7; and
 - (c) the harmonic voltage distortions do not exceed the values in AS/NZS 61000 Parts 3.2 and 3.6.
- 31.2 The **licensee** must ensure that any interference caused by its **distribution network** is less than the limits set out in AS/NZS 61000 Part 3.5 and AS/NZS 2344.

32 Interruption of supply

- 32.1 The **licensee** must, in undertaking the distribution and generation operations authorised by this licence, use its **best endeavours** to minimise the frequency and duration of **supply interruptions**.
- 32.2 The **licensee** must provide not less than the following period of notice to a **customer** likely to be affected by a planned **supply interruption** of more than 15 minutes:
- (a) in respect of an interruption planned by the **licensee**: 3 days prior to the interruption;
 - (b) in respect of an interruption notified to the **licensee** by another **electricity entity** at least 4 days prior to the interruption: 3 days prior to the interruption; or
 - (c) in respect of an interruption notified to the **licensee** by another **electricity entity** less than 4 days but more than 24 hours prior to the interruption: within 24 hours of receiving that notice from the other **electricity entity**.
- 32.3 Notice given by the **licensee** under this clause must include the time, expected duration of, and reason for the **supply interruption**.
- 32.4 The **licensee** must provide a 24 hour telephone service to **customers** notifying the commencement time and expected duration of and, if available, reason for, a current **supply interruption** of more than 15 minutes.
- 32.5 The **licensee** must provide written notice of commencement time and duration of, and, if available, reason for, a **supply interruption** within 20 **business days** of receiving a request for such written notification.

33 Metering plan

- 33.1 If the **licensee** undertakes metering or engages a person for that purpose, if requested by the **Commission**, the **licensee** must:
- (a) develop and obtain the approval of the **Commission** for a Metering Plan setting out the **licensee's** procedures in respect of:
 - (i) installation and ownership of **meters** (and any ancillary equipment);
 - (ii) minimum accuracy standards for **meters** and the maintenance of that accuracy (including audits of **meter** types);
 - (iii) collection of **metering data**;
 - (iv) field and maintenance testing of **meters**;
 - (v) resolution of metering disputes; and
 - (vi) **metering data** obligations.
- 33.2 The **Commission** may:
- (a) approve the Metering Plan; or
 - (b) require the **licensee** to improve the Metering Plan (in which case the **licensee** must promptly do so and resubmit it for the **Commission's** approval).

33.3 The **licensee** and any person engaged by the **licensee** to undertake metering must comply with the Metering Plan after the **Commission** has approved it.

33.4 Unless otherwise agreed by the **Commission**, the **licensee** must by 31 August each year:

- (a) review the Metering Plan to determine whether it is operating effectively and whether the **licensee**, and any person engaged by the **licensee** to undertake metering, is complying with the Plan;
- (b) provide a copy of that review to the **Commission**; and
- (c) if necessary, amend the Metering Plan (but the **licensee** must not amend the Plan without the approval of the **Commission**).

34 Disconnection

34.1 The **licensee** must not disconnect, or take any action which may lead to the disconnection of, supply of electricity to a customer, except in accordance with the disconnection procedures set out in an applicable **industry code**, schedule 1 of this licence, or otherwise, in accordance with the **licensee's customer** sale contract.

35 Disconnection of a supply address

35.1 If a **customer** requests the **licensee** to disconnect the **customer's supply address**, the **licensee** must use its **best endeavours** to disconnect in accordance with the **customer's** request.

35.2 The **licensee** must disconnect a **customer's** supply address if a person involved in the sale of electricity to the **customer** requests the **licensee** to do so.

36 When the licensee may not disconnect

36.1 The **licensee** must not disconnect a **customer's supply address**:

- (a) where the **customer** or a person residing at the **customer's supply address** has advised the **licensee** that a person ordinarily residing at the **supply address** is dependent on designated life support equipment in accordance with the provisions of clause 39;
- (b) where a **customer** has made a complaint, directly related to the reason for the proposed disconnection, to an the ombudsman and the complaint remains unresolved;
- (c) after 3.00pm on a **business day**; or
- (d) on a Friday, on a weekend, on a public holiday or on the day before a public holiday, except in the case of a planned interruption.

37 Disconnections for emergencies and safety

37.1 Notwithstanding any other clause in this licence, the **licensee** may disconnect, interrupt or cause the disconnection or interruption of supply to a **customer's supply address** in the case of an **emergency**.

37.2 Where the **licensee** exercises its disconnection right under this clause, it must:

- (a) provide, by way of a 24 hour **emergency** line, information on the nature of the **emergency** and an estimate of the time when supply will be restored; and
 - (b) use its **best endeavours** to restore supply to the **customer's supply address** as soon as possible.
- 37.3 Nothing in this licence should affect the **licensee** exercising any power, or obligation to comply with any direction, order or requirement under the Emergency Powers Act 1941, Essential Services Act 1981, State Disaster Act 1980 or the State Emergency Services Act 1987, or any other relevant legislation.
- 37.4 Notwithstanding any other clause and subject to clause 37.5, the **licensee** may disconnect or interrupt supply to a **customer's supply address** for reasons of health or safety.
- 37.5 Except in the case of an emergency, or where there is a need to reduce the risk of fire or where relevant legislation, regulations or codes require it, the **licensee** must not disconnect a **customer's supply address** for a health or safety reason unless the **licensee** has:
- (a) given the **customer** written notice of the reason;
 - (b) allowed the **customer 5 business days** to remove the reason (the **5 business days** shall be counted from the **date of receipt** of the notice); and
 - (c) at the expiration of those **5 business days** given the **customer**, by way of a written disconnection warning, another **5 business days'** notice of its intention to disconnect the **customer** (the **5 business days** shall be counted from the **date of receipt** of the notice).

38 Reconnection after disconnection

- 38.1 Where the **licensee** has disconnected a **customer's supply address** in accordance with this licence, the **licensee** must use its **best endeavours** to reconnect the **customer** within a time agreed with the **customer**, subject to (where relevant):
- (a) where a person involved in the sale of electricity to the **customer** has requested the **licensee** to do so, and that person has subsequently notified the **licensee** to reconnect the supply address;
 - (b) the reasons for disconnection being rectified, and
 - (c) the **customer** agreeing to pay the **licensee's** reasonable charges for reconnection, if any.
- 38.2 Where under this clause the **licensee** is obliged to arrange for the reconnection of a **customer's supply address** and the **customer** makes a request for reconnection before 4.00pm on a **business day**, the **licensee** must use its **best endeavours** to arrange for the reconnection on the day of the request and, in any event, by the next **business day**.
- 38.3 Where under this clause the **licensee** is obliged to reconnect a **customer's supply address** and the **customer** makes a request for reconnection after 4.00pm and before 9.00pm on a **business day**, and pays the **licensee's** reasonable charge for after hours connection, the **licensee** must arrange for the reconnection on the day requested by the **customer** unless the **licensee** informs the **customer** that this is not possible, in which case the **licensee** must arrange for connection by the end of the next **business day** and the after-hours connection fee does not apply.

38.4 Where under this clause the **licensee** is obliged to reconnect a **customer's supply address** and the **customer** makes a request for reconnection after 9.00pm, on a **business day**, the **licensee** must arrange for the reconnection by the end of the next **business day**.

39 Special needs

39.1 Where a **customer** provides the **licensee** with confirmation from a registered medical practitioner or a hospital that a person residing at the **customer's supply address** requires life support equipment, the **licensee** must:

- (a) register the **supply address** as a life support equipment address;
- (b) not arrange for the disconnection of that **supply address** while the person continues to reside at that address and requires the use of life support equipment; and
- (c) give the **customer** a faults and emergencies telephone contact number.

39.2 The **licensee** may require that a **customer** whose **supply address** has been registered under this clause inform the **licensee** if the person for whom the life support equipment is required vacates the **supply address** or no longer requires the life support equipment.

39.3 For the purposes of this clause, "life support equipment" means:

- (a) an oxygen concentrator; or
- (b) an intermittent peritoneal dialysis machine; or
- (c) a haemodialysis machine; or
- (d) a ventilator for life support (polio only); or
- (e) other equipment as notified by the **Commission** from time to time.

40 Variation

40.1 This licence may only be varied in accordance with section 27 of the **Act**.

41 Transfer

41.1 This licence may only be transferred in accordance with section 28 of the **Act**.

Schedule 1: Definitions and interpretation

Part 1 – Definitions

In this licence:

Acceptable identification in relation to:

- (a) a **residential customer**, includes one or more of the following:
 - (i) a driver's licence, a current passport or other form of photographic identification;
 - (ii) a Pensioner Concession Card or other entitlement card issued by the State or Commonwealth Government; or
 - (iii) a birth certificate.
- (b) a **business customer** which is a sole trader or partnership, includes one or more of the forms of identification for a **residential customer** for each of the individuals that conduct the business.
- (c) a **business customer** which is a body corporate, includes the body corporate's Australian Company Number or Australian Business Number.

Act means the Electricity Act 1996 (SA) and includes any statutory instrument made under that Act;

AEMO means the Australian Energy Market Operator Limited (ABN 94 072 010 327);

best endeavours means to act in good faith and use all reasonable efforts, skill and resources;

business customer means a **customer** who is not a **residential customer**;

business day means a day on which banks are open for general banking business in Adelaide, other than a Saturday, or a Sunday;

Commission means the Essential Services Commission established under the Essential Services Commission Act 2002 (SA);

connection means to form a physical link to the network;

customer means a **customer** as defined in the **Act**;

date of receipt means, in relation to the receipt by a **customer** of a notice given by the **licensee**:

- (a) in the case where the **licensee** hands the notice to the **customer**, the date the **licensee** does so;
- (b) in the case where the **licensee** sends a notice by facsimile or by email before 5.00pm on a **business day**, on that **business day**, otherwise on the next **business day**;
- (c) in the case where the **licensee** leaves the notice at the **customer's supply address**, the date the **licensee** does so;
- (d) in the case where the **licensee** gives the notice by post or, registered mail or lettergram, a date 2 **business days** after the date the **licensee** sent the notice.

distribution licence means a licence to operate a **distribution network** granted under Part 3 of the **Act**;

distribution network has the meaning given to that term under the **Act**;

Electricity Distribution Code means the code of that name made by the **Commission** under section 28 of the **ESC Act** which regulates connections to a **distribution network** and the supply of electricity by distributors;

electricity entity means a person who has been granted a licence under Part 3 of the **Act** to carry on operations in the electricity supply industry;

electricity infrastructure means the electricity infrastructure used in connection with the operations, (but does not include an electrical installation);

Electricity Metering Code means the code of that name made by the **Commission** under section 28 of the **ESC Act** which regulates the installation, maintenance and testing of meters;

Electricity Transmission Code means the code of that name made by the **Commission** under section 28 of the **ESC Act**;

emergency means an emergency due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person, or the maintenance of power system security, in the State of South Australia, or which destroys or damages, or threatens to destroy or damage, any property in the state of South Australia;

industry code means any code made by the **Commission** under section 28 of the **ESC Act** from time to time;

industry rule means any rule made by the **Commission** under section 28 of the Essential Services Commission Act 2002 (SA);

licensee means CPE Tonsley Pty Ltd (ABN 56 623 288 175);

material breach means a breach of a regulatory obligation in respect of which:

- (a) the **Commission** has written to the **licensee** and informed the **licensee** that the **Commission** considers a breach of the particular regulatory obligation to be material;
- (b) the **licensee** itself considers the breach to be material, having had regard to all relevant matters, including at least the following:
 - (i) the impact of the breach on **customers**;
 - (ii) whether the breach has a financial impact on **customers**;
 - (iii) the number of **customers** affected;
 - (iv) the potential and actual impact on safety and risk to the public,

meter means equipment to measure, record and, in certain cases, read records of the amount of electricity (active energy and/or reactive energy) supplied through a **customer's connection point**;

metering data has the meaning given to that term in the **National Electricity Rules**;

National Electricity Law means the **National Electricity Law** referred to in the National Electricity (South Australia) Act 1996;

National Electricity Rules has the meaning given to that term in the **National Electricity Law**;

Ombudsman Scheme means an ombudsman scheme, the terms and conditions of which are approved by the **Commission**;

residential customers means a **customer** who acquires electricity for domestic use;

supply address means:

- (a) the address for which a **customer** purchases electricity from a **licensee** where there is only one **connection point** at that address; or
- (b) where there is more than one **connection point** at the address, each **connection point** through which the **customer** purchases electricity from the same **licensee**.

supply interruption means an interruption in electricity supply affecting any **customer** and includes a supply interruption occurring as a result of:

- (a) an act or omission of another person; or
- (b) an outage,

but does not include:

- (c) in respect of a **customer**, an interruption in electricity supply in accordance with an interruptible supply contract with that **customer**; or
- (d) an interruption of supply rectified by an automatic fault clearing operation;

System controller means the person licensed under Part 3 of the **Act** to exercise system control over a power system.

Technical Regulator means the person holding the office of Technical Regulator under Part 2 of the **Act**.

transmission licence means a licence to operate a **transmission network** granted under Part 3 of the **Act**; and

transmission network has the meaning given to that term under the **Act**.

Part 2 - Interpretation

In this licence, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this licence;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency;
- (e) a reference to any statute, regulation, proclamation, order in council, ordinance or bylaw 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;
- (f) 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;
- (g) 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**; and
- (h) a reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns.

ANNEXURE 1

Operations

The operation of an electricity distribution network located at the Tonsley Innovation District.



The Essential Services Commission
Level 1, 151 Pirie Street Adelaide SA 5000
GPO Box 2605 Adelaide SA 5001
T 08 8463 4444

E escosa@escosa.sa.gov.au | W www.escosa.sa.gov.au