



Electricity

Licence



Electricity Transmission and Distribution Licence

BHP Olympic Dam Corporation Pty Ltd

ACN 007 835 761

This licence was issued by the **Commission** on 1 July 2007 and last varied on the date specified below.



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Natasha Cheshire
Acting Chief Executive Officer and Commission authorised signatory

27 April 2022

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Date

Variation history

Amendment number	Variation date	Reason
ESCOSA01	30 June 2009	
ESCOSA02	29 May 2013	
ESCOSA03	16 October 2019	Licence varied to reflect amendments to the Act and update outdated references.
ESCOSA04	May 2021	Licence varied to reflect the change of name to BHP Olympic Dam Corporation Pty Ltd from BHP Billiton Olympic Dam Corporation Pty Ltd.
ESCOSA05	April 2022	Licence varied to reflect changes following the implementation of SSNI to remove operational and annual return reporting requirements, together with minor administrative variations to update outdated references and formatting.

1 Definitions and interpretation

- 1.1 Words appearing in bold like **this** are defined in Part 1 of Schedule 1.
- 1.2 Clauses 1 to 19 (inclusive) in this licence must be interpreted in accordance with the **rules** set out in Part 2 of Schedule 1.

2 Directions, approvals, authorisations and notices

- 2.1 A direction, approval, authorisation or notice under this Licence:
 - (a) must be in writing signed by the person authorised to give it, and
 - (b) may be given, varied or revoked from time to time.
- 2.2 An approval or authorisation under this Licence:
 - (a) may be given or withheld at the absolute discretion of the person authorised to give it, and
 - (b) may be given subject to conditions.

3 Term

- 3.1 This Licence operates on and from 1 July 2007 unless earlier:
 - (a) surrendered by the **Licensee** under section 29 of the **Act**, or
 - (b) suspended or cancelled under section 37 of the **Act**.

4 Scope of licence

- 4.1 This Licence authorises the **Licensee** to undertake the **Operations** in accordance with the terms and conditions of this Licence.
- 4.2 The **Licensee** must not provide network services to a person for a use if the person is required to be authorised under the **Act** in respect of that use and the **Licensee** is aware that the person is not so authorised.
- 4.3 The **Licensee** must take all reasonable steps to ensure that any risk of death or injury to a person, or damage to property, arising out of the **Operations** is eliminated or minimised.

5 Audit of Operations

- 5.1 The **Licensee** must, at its own expense, undertake any audit of its **Operations** reasonably required by the **Commission**, in a manner and form determined by the **Commission** from time to time, for the purpose of determining whether or not it has complied with the **Act**, applicable **Codes** and this licence and must provide a copy of the results of that audit to the **Commission**.
- 5.2 The **Licensee** must retain a copy of each certificate of compliance provided to it under regulation 56(1)(d) of the Electricity (General) Regulations 2012 for at least 12 months after that provision.
- 5.3 The **Licensee** must give the **Commission** or an authorised officer any assistance reasonably requested by the **Commission** or authorised officer in inspecting certificates of compliance retained by the **Licensee** under clause 5.2.

6 Compliance with Codes

6.1 The **Licensee** must:

- (a) comply with Clauses 3, 6.2, 5.1, 5.2, 5.3, 9 (except 9.1.2(a)) of the **Electricity Transmission Code** (as varied from time to time) in respect of the **Network** described at Schedule 2: 1(a) and 1(b).
- (b) comply with any other **Code** or **rule** made by the **Commission** from time to time, as notified in writing by the **Commission** to the **Licensee**, and
- (c) notify the **Commission** if it commits a material breach of relevant provisions of a **Code** or **rule** under clause 6.1(a) or 6.1(b) (as the case may be) within 3 days after becoming aware of that breach.

7 Provision of information

7.1 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.

8 Information to the Commission

8.1 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 its operations authorised by the licence, and
- (b) such other information as the **Commission** may require.

8.2 The **Licensee** must notify the **Commission** of any changes to its officers or majors shareholders (if applicable) within 30 business days of that change.

9 System Controller and AEMO

9.1 The **Licensee** must, following a request from **AEMO**, provide to **AEMO**, such documents or information as it may reasonably require to perform its functions.

9.2 The **Licensee** must comply with any directions given to it by the **System Controller**.

10 Confidentiality

10.1 The **Licensee** must, unless otherwise required by law, this licence, a **Code** or the **National Electricity Rules**:

- (a) comply with any **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, and
- (b) ensure that information concerning a **Customer** is not disclosed without the prior written consent of, or as agreed in writing with, the **Customer**.

11 Compatibility of network

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

12 Augmenting the network

- 12.1 The **Licensee** must, prior to materially augmenting the **Electricity Infrastructure**, provide the **Commission** with details of the proposed augmentation.
- 12.2 The **Licensee** must promptly notify the **Commission** of any material change to the **Electricity Infrastructure**.

13 Insurance

- 13.1 The **Licensee** must maintain during the term of this Licence insurance against legal liability for personal injury or property damage arising out of any bushfire caused by the **Licensee**.
- 13.2 The **Licensee** must maintain such insurance which the **Licensee** reasonably believes is adequate and appropriate given the nature of the **operations** carried on under the entity's licence and the risks entailed in those operations.
- 13.3 The **Licensee** must provide the **Commission** with a certificate of the insurer or the insurance broker by whom the insurance was arranged, certifying as to the existence, currency and terms of that insurance (in a manner approved by the **Commission**).

14 Interruption of supply

- 14.1 With respect to the supply of electricity through the **Network** described in item 1(c) of Schedule 2:
- (a) The **Licensee** must, in undertaking the **Operations**, use best endeavours to minimise the frequency and duration of **supply interruptions**.
 - (b) The **Licensee** must provide not less than the following period of notice to a **Customer** likely to be affected by a planned **material supply interruption**:
 - (i) in respect of an interruption caused by the Licensee: 3 days prior to the interruption
 - (ii) 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
 - (iii) 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.
 - (c) Notice given by the **Licensee** under clause 14.1(b) must include the time, expected duration of, and reason for the **supply interruption**.
 - (d) The **Licensee** 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.
 - (e) In this clause 14, "**material supply interruption**" means any interruption of supply of more than 15 minutes duration.

15 Safety and technical management plan

- 15.1 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 the commencement of the operation of the transmission or distribution system to which the plan relates, and
 - (ii) to any revision of the plan,
 - (c) comply with the plan as approved from time to time in accordance with clause 15.1(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**.

16 Public safety awareness plan

- 16.1 The **Licensee** must, if requested by the **Technical Regulator**, participate in the development of a Public Safety Awareness Plan in accordance with any written directions provided by the **Technical Regulator** from time to time.
- 16.2 The **Licensee** must, if requested by the **Technical Regulator**, comply with the Public Safety Awareness Plan once developed.

17 Connection policy

- 17.1 The **Licensee** must, if requested by the **Commission**, develop a Connection Policy in relation to the **Network** specified at item 1(c) of Schedule 2 specifying:
- (a) the **Licensee's** policy in respect of extending the **Electricity Infrastructure** at the request of a potential **Customer** (including stipulations in respect of voltages and distance from load to existing infrastructure), and
 - (b) the terms and conditions on which the **Licensee** will extend the **Electricity Infrastructure**, provide a new **meter** or provide **metering** information services, including:
 - (i) cost of connection to, and use of, the **Electricity Infrastructure**
 - (ii) method of calculation and collection of capital contribution (if any) for the first **Customer** and any subsequent **Customer**, and
 - (iii) details of technical or other obligations of the **Customer** in respect of that extension or provision,

and the **Licensee** must submit the Connection Policy, and any amendment to that policy, to the **Commission** for approval.

- 17.2 The **Licensee** must not refuse to connect a person to the **Network** because:
- (a) the person provides its own electricity **metering** system, or
 - (b) a third party provides an electricity **metering** system for the person,
- if that **metering** system complies with the **Act** or the **National Electricity Rules**.

18 Compliance with regulatory requirements

18.1 The **Licensee** must comply with all applicable laws including any technical or safety requirements or standards in regulations under the **Act**.

19 Switching Manual

19.1 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**.

Schedule 1: Definitions and Interpretation

Part 1 – Definitions

In this licence:

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

AEMO means the Australian Energy Market Operator Ltd (ACN 072 010 327);

Commission means the Essential Services **Commission** established under the **ESC Act**;

Customer means a customer (as defined in the **Act**) connected to the **Network**;

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

Electricity Infrastructure means the electricity infrastructure used in connection with the Operations (but does not include an electrical installation);

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

ESC Act means the Essential Services Commission Act 2002 (SA);

Licensee means BHP Olympic Dam Corporation Pty Ltd (ACN 007 835 761);

meter does not include a meter the provision and operation of which is regulated by the National Electricity Rules;

metering means metering undertaken by means of a meter;

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

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

Network means the network set out in Item 1 of Schedule 2;

Operations means the carrying on by the **Licensee** of the operation of the **Network**;

regulation means a regulation made under the **Act**;

Return Period means:

- (a) in respect of the first return under this Licence, the period on and from the commencement of the licence until and including 30 June in the first twelve month period after the Licence was issued
- (b) in respect of each subsequent return (other than the last return) under this Licence, the year commencing on the day following the last day of the immediately preceding Return Period, and
- (c) in respect of the last Return Period under this licence, the period on and from the day following the last day of the immediately preceding Return Period until and including the last day of the term.

rule means any **rule** issued by the **Commission** under section 28 of the **ESC Act**.

System 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 contact with the **Customer**, or
- (d) an interruption of supply rectified by an automatic process

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**.

Term means the term during which this Licence operates as set out in clause 3, but otherwise, terms have the same meaning as in the Electricity Act 1996.

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.

Schedule 2

1 Network

- 1.1 The **Network** for the purposes of this Licence consists of the following Electricity Infrastructure:
- (a) the 275 kV transmission network between the connection point with the ElectraNet transmission network at the Davenport Substation up to and including the Olympic Dam (West) outdoor substation
 - (b) the 132kV transmission network between the connection point with the ElectraNet transmission network at the Pimba substation up to and including the Olympic Dam (North) outdoor substation and the 132kV transmission network connecting the Olympic Dam (West) outdoor substation to the Olympic Dam (North) outdoor substation, and
 - (c) the Electricity Infrastructure used by the Licensee to distribute and supply electricity to third party Customers or another electricity entity (for example the Roxby Downs Municipal Council and any third party contractor which is licensed to occupy a premises at the Olympic Dam village but excluding any related body corporate of the Licensee (as that term is defined in the Corporations Act 2001)) from the Electricity Infrastructure referred to in paragraphs (a) and (b) above up to the connection point with the relevant Customer's electrical installation or Electricity Infrastructure.



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