

# **TRANSMISSION LICENCE**

**issued to**

**GPU PowerNet Pty Ltd  
ACN 079 798 173**

**Office of the Regulator-General**

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# TRANSMISSION LICENCE

## 1. DEFINITIONS AND INTERPRETATION

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

## 2. GRANT OF LICENCE

The *Office*, in exercise of the powers conferred by section 162 and section 168 of the *Act*, licenses the *Licensee* to *transmit* electricity and to *supply* electricity using the *Licensee's electricity transmission system*, subject to the conditions set out in this licence.

## 3. TERM

- 3.1 This licence takes effect on and from 3 October 1994.
- 3.2 The *Office* may revoke this licence in accordance with clauses 3.3 or 3.4.
- 3.3 The *Office* may at any time agree with the *Licensee* that this licence should be revoked, in which case the term of this licence ends on the day agreed.
- 3.4 The *Office* may at any time give at least 20 *business days* notice of revocation to the *Licensee* if the *Licensee* does not comply with an *enforcement order* or an *undertaking*, and the *Office* decides that it is necessary or desirable to revoke this licence in order to achieve the *policy objectives*, in which case the term of this licence ends, subject to clause 3.5, on the expiration of the period of the notice.
- 3.5 The term of this licence does not end at the expiration of the period of a notice of revocation given under clause 3.4 if, before the expiration, the *Licensee* complies with the *enforcement order* or the *undertaking* (as the case may be).

## 4. OBLIGATION TO OFFER TO CONNECT TO ELECTRICITY TRANSMISSION SYSTEM

- 4.1 The following persons may make a request under clause 4.2:
  - (a) a person which holds or has made application for or intends to make application for one or more of the following kinds of licence:
    - (1) a *generation licence*;
    - (2) a *distribution licence*;
    - (3) a *trader licence*; or
    - (4) a *transmission licence*; or
  - (b) a person registered with *NEMMCO* under the *National Electricity Code*;
  - (c) a person which is exempted from the requirement to obtain a licence; or
  - (d) a person which:
    - (1) is or intends to become a *customer* taking supply directly from the *Licensee's electricity transmission system*; or
    - (2) holds or has made application to or intends to make application for a *retail licence* and wishes to sell electricity to a person which is or intends to

become a *customer* taking supply directly from the *Licensee's electricity transmission system*.

- 4.2 If a person referred to in clause 4.1 requests the *Licensee* to offer to provide *connection* to the *Licensee's electricity transmission system* or to increase the performance of an existing *connection* to the *Licensee's electricity transmission system*, and includes in the request all information the *Licensee* reasonably requires in order to make such an offer, then the *Licensee* must offer to provide *connection* or *connection* at the requested higher performance level within the time specified in clause 4.3.
- 4.3 The *Licensee* must make an offer under clause 4.2 within:
- (a) 65 *business days*; or
  - (b) such other period as the *Office* decides to be reasonable,
- after receiving the request or all information which the *Licensee* reasonably requires in order to make such an offer (whichever is the later) and must otherwise deal with a request under clause 4.2 in accordance with any applicable guidelines published by the *Office* under the Office of the Regulator-General Act 1994.
- 4.4 An offer made by the *Licensee* under this clause 4 must not be inconsistent in the opinion of the *Office* with:
- (a) the *Tariff Order*;
  - (b) any guidelines published by the *Office* under the Office of the Regulator-General Act 1994 which, in the opinion of the *Office*, are applicable to the offer except to the extent the offer is consistent in the opinion of the *Office* with an *approved statement*; and
  - (c) any *approved statement* which, in the opinion of the *Office*, is applicable to the offer.
- 4.5 To the extent that the *Tariff Order* does not regulate the terms of an offer under clause 4.2, the offer must be fair and reasonable. Any question as to the fairness and reasonableness of a term of an offer shall be decided by the *Office* on the basis of the *Office's* opinion of the fairness and reasonableness of the term.
- 4.6 The *Licensee* must not refuse to make an offer to provide *connection* or to provide *connection* at a higher performance level as contemplated by this clause 4 unless:
- (a) the *Licensee* has made an offer to provide those services in accordance with this clause 4 but the offer has not been accepted; or
  - (b) the *Licensee* is permitted or required to do so by any of the *codes* or rules with which the *Licensee* must comply pursuant to clause 9.
- 4.7 A question as to the reasonableness of a requirement by the *Licensee* for information as contemplated by clause 4.2, or as to the reasonableness of a period under clause 4.3(b), shall be decided by the *Office* on the basis of the *Office's* opinion of the reasonableness of the requirement or the period.
- 4.8 A question as to the applicability of guidelines for the purpose of clause 4.3 or 4.4 shall be decided by the *Office* on the basis of the *Office's* opinion of their applicability.

## 5. PROVISION OF OTHER SERVICES

- 5.1 The terms on which the *Licensee*, in conducting its business under this licence, provides services which are not *connection* or *network services*, must be fair and reasonable.

5.2 Any question as to the fairness and reasonableness of such terms shall be decided by the *Office* on the basis of the *Office's* opinion of the fairness and reasonableness of the terms.

## 6. APPROVED STATEMENTS

6.1 The *Licensee* may submit to the *Office* for its approval, and must do so within 20 *business days* of being required by the *Office* by notice in *writing* to do so, a statement setting out any or all of:

- (a) the charges it proposes to make for providing any services of the kind referred to in clauses 4, 5 and 7;
- (b) the maximum charges for such services;
- (c) the principles for setting such charges; and
- (d) a methodology for setting such charges.

6.2 The *Licensee* may submit to the *Office* for approval amendments to an *approved statement* and must do so within 20 *business days* of being required by the *Office* by notice in *writing* to do so.

6.3 If the *Tariff Order* regulates any of the matters dealt with in a statement submitted under clause 6.1 or amendments submitted under clause 6.2, then the *approved statement* must be consistent with the *Tariff Order*.

## 7. OBLIGATION TO OFFER TO ENTER INTO A NETWORK AGREEMENT

7.1 Within 20 *business days* after a request by Victorian Power Exchange, the *Licensee* must offer to enter into a *network agreement* on terms which are not inconsistent in the opinion of the *Office* with:

- (a) the *Tariff Order*;
- (b) any guidelines published by the *Office* under the Office of the Regulator-General Act 1994 which, in the opinion of the *Office*, are applicable to the offer except to the extent the offer is consistent in the opinion of the *Office* with an *approved statement*; and
- (c) any *approved statement* which, in the opinion of the *Office*, is applicable to the offer.

7.2 To the extent that the *Tariff Order* does not regulate the terms of an offer under clause 7.1, the offer must be fair and reasonable. Any question as to the fairness and reasonableness of a term of an offer shall be decided by the *Office* on the basis of the *Office's* opinion of the fairness and reasonableness of the term.

## 8. AUGMENTATION

The *Licensee* must not *augment* an *electricity transmission system* except:

- (a) in accordance with any guidelines published by the *Office* under the Office of the Regulator-General Act 1994 in relation to *augmentation*; and
- (b) pursuant to a *network agreement* with Victorian Power Exchange or a *connection agreement* with a *distributor, generator* or *customer*.

## 9. COMPLIANCE WITH CODES AND RULES

9.1 The *Licensee* must comply with applicable provisions of the *Wholesale Metering Code* (until revoked), the *System Code* and the *Pool Rules* (until revoked), and where

applicable the National Electricity Code.

- 9.2 Subject to any limitations on the *Licensee's* ability to do so under any of the *codes* or rules referred to in clause 9.1, if the *Licensee* becomes aware of a material breach of any of the *codes* or rules by the *Licensee*, the *Licensee* must notify the *Office* of the material breach in accordance with any guidelines issued and published by the *Office* under the Office of the Regulator-General Act 1994 or, in the absence of such guidelines, as soon as practicable.
- 9.3 The *Office* may, on application of the *Licensee*, make a determination that the provisions of any of the *codes* or rules referred to in clause 9.1 are to apply in relation to the *Licensee*, either generally or in a particular case or class of cases, as if a specified provision or provisions were omitted or were modified or varied in a specified manner and, subject to section 27 of the Office of the Regulator-General Act 1994, when such a determination is made, the relevant code or rule applies accordingly.
- 9.4 An application by the *Licensee* under clause 9.3 must set out a draft of the determination the *Licensee* seeks.
- 9.5 If:
- (a) the *Office* has received an application from the *Licensee* for a determination under clause 9.3 and Victorian Power Exchange has received a copy of the application; and
  - (b) at the end of 20 business days after the day on which the later of those two events occurred the *Office* has not:
    - (1) made a determination; or
    - (2) advised the *Licensee* that a determination will not be made,

then the *Office* will be deemed to have made a determination in the form of the draft determination set out in the application.

## 10. OPERATIONAL AND COMPLIANCE AUDITS

- 10.1 The *Licensee* must undertake operational and compliance audits of -
- (a) its compliance with obligations under the *transmission licence, Wholesale Metering Code, the System Code, connection agreements,, network agreements, the Pool Rules* and the National Electricity *Code* as and when applicable; and
  - (b) its compliance with policies, practices, procedures and systems for collection, analysis and reporting of data on the performance and the capacity of the transmission system.
- 10.2 The operational and compliance audits must be conducted annually by an independent expert or audit team nominated by the holder of the *Licensee* and approved by the *Office*.
- 10.3 The operational and compliance audits must be conducted in accordance with any guidelines published by the *Office* under the Office of the Regulator-General Act 1994.
- 10.4 The scope of the operational and compliance audits are to be approved by the *Office* and must meet any minimum audit scope required by the *Office*.
- 10.5 The *Licensee* must provide the results of the audit to the *Office* in accordance with any guidelines published by the *Office* under the Office of the Regulator-General Act 1994.
- 10.6 The terms and conditions of the operational and compliance audit contract must be approved by the *Office*.

## 11. STANDARDS AND PROCEDURES

- 11.1 At the written request of the *Office*, the *Licensee* must participate to the extent specified by the *Office* in the development, issue and review of any *standards and procedures* specified by the *Office*.
- 11.2 The *Licensee* must in accordance with guidelines published by the *Office* under the Office of the Regulator-General Act 1994, or as directed by the *Office*, report to the *Office* on its performance against applicable *standards and procedures*.
- 11.3 If the *Office* considers that:
- (a) the *Licensee* has failed to comply with clause 11.1; or
  - (b) *standards and procedures* applicable to the *Licensee* have been shown to be insufficient to prevent abuses by the *Licensee* of any market power it enjoys,
- the *Office* may issue *standards and procedures* applicable to the *Licensee* and with which the *Licensee* must comply.

## 12. DISPUTE RESOLUTION

- 12.1 If requested by the *Office*, the *Licensee* must develop, submit to the *Office* for its approval and implement a scheme for the investigation and resolution of disputes between it and:
- (a) a customer of the *Licensee* about the *Licensee's* services, billings or charging; and
  - (b) aggrieved persons about the manner in which the *Licensee* conducts its *electricity business* generally.
- 12.2 The *Licensee* may satisfy the requirement of clause 12.1 by developing, submitting to the *Office* for its approval and implementing an ombudsman scheme providing for the investigation and resolution of complaints that do not relate to issues referred to in clause 12.3 and containing terms and conditions that:
- (a) bind the *participating Licensee* to comply with its rules (as amended from time to time) from the date on which it is approved by the *Office*;
  - (b) confer such powers on the ombudsman (including the power to make rulings that bind the *Licensee* and to impose sanctions for the breach of such a ruling) and include such procedures, in relation to matters relating to the electricity industry as the *Office* specifies by notice in *writing* to the *licensee*, all *distributors, retailers* and other persons participating in the scheme;
  - (c) enable the *Office* to refer complaints in relation to the conduct of the *participating Licensees' electricity businesses* to the ombudsman;
  - (d) require the *Licensee* to comply with all applicable rulings made by the ombudsman;
  - (e) require the *Licensee* to bear a fair proportion, to be fixed by *Office* in the event of a dispute, of the cost of the development of the ombudsman scheme and the establishment and operation of the ombudsman scheme;
  - (f) enable a question as to the fairness of the proportion of the costs which must be borne by a *Licensee* to be decided by the *Office* on the basis of the *Office's* opinion of the fairness of the proportion;

- (g) require the ombudsman to report to the *Office* as and when required by the *Office* in accordance with the scheme concerning the operation of the ombudsman scheme in relation to the electricity industry;
- (h) enable the *Office* to amend the scheme at any time after consultation with participants;
- (i) require the *Licensee* to use its reasonable endeavours to ensure that the ombudsman complies with the scheme; and
- (j) bind the *Licensee* to participate in the scheme subject to:
  - (i) providing to the *Office* 2 years' notice in *writing* of the *Licensee's* intention to withdraw; and
  - (ii) satisfying the *Office* that the *Licensee* complies with clause 12.1.

12.3 If:

- (a) a dispute arises relating to the terms and conditions of provision of *network services, connection* to the transmission network or *augmentation* of the transmission network; and
- (b) the *Office* has not exercised its rights under clause 12.4 with respect to the dispute,

the *licensee* shall offer to each other party to the dispute to resolve the dispute on such basis as the *Office* may have specified in a determination or decision relating to the dispute, being a determination or decision made by the *Office* after its having given the *licensee* an opportunity to make representations on the matter. The *licensee* shall ensure that any offer so made by it remains open for acceptance for a reasonable period.

12.4 If:

- (a) the *Office* is notified by a person that the person is in dispute with the *licensee*;
- (b) the person requests the *Office* to exercise its rights under this clause; and
- (c) the *Office* considers that the dispute relates to the terms and conditions of providing *network services, connection* to the transmission network or *augmentation* of the transmission network,

the licensee shall, if requested by the *Office* to do so, promptly agree (in writing and on terms and conditions approved by the *Office*) with the person to having the dispute referred to arbitration.

### 13. SEPARATE ACCOUNTS

The *Licensee* must ensure that business information including separate accounts are prepared in accordance with guidelines set by the *Office* and must maintain its accounting records accordingly.

### 14. PROVISION OF INFORMATION TO VICTORIAN POWER EXCHANGE

- 14.1 Following a request in *writing* from Victorian Power Exchange, the *Licensee* must provide to Victorian Power Exchange such documents or information as Victorian Power Exchange may reasonably require to perform its functions and exercise its powers under the *Act*.



- 14.2 A question as to the reasonableness of a requirement by Victorian Power Exchange for documents or information as contemplated by clause 14.1 shall be decided by the *Office* on the basis of the *Office's* opinion of the reasonableness of the requirement.
- 14.3 If a document or information is provided to Victorian Power Exchange following a request under clause 14.1, Victorian Power Exchange must only use the document or information for the purpose for which it was provided and must not disclose the document or information to any other person except to the *Office*, or as required by a law or the lawful requirement of a government or government authority or with the agreement of the *Licensee*. If Victorian Power Exchange is required to disclose a document or information provided to Victorian Power Exchange following a request under clause 14.1 to the *Office* or by law or the lawful requirement of a government or government authority, then Victorian Power Exchange must notify the *Licensee* before so disclosing the document or information.

## **15. PROVISION OF INFORMATION TO THE OFFICE**

The *Licensee* must obtain and provide to the *Office*, documents and such information, in the manner and form decided by the *Office*, as and when required to do so by the *Office*.

## **16. PAYMENT OF LICENCE FEES**

- 16.1 The *Licensee* must pay the fees and charges in respect of this licence determined by the *Minister* under section 163(4) of the *Act*.
- 16.2 In so far as a fee or charge determined by the *Minister* under section 163(4) of the *Act* in respect of this licence is an annual fee or charge, it must be paid in either four equal instalments on the last days of September, December, March and June in each year or paid in one payment on the last day of September in each year and in the manner notified to the *Licensee* by the *Office*.
- 16.3 A fee or charge determined by the *Minister* under section 163(4) of the *Act* in respect of this licence (other than the licence fee referred to in clause 16.2) must be paid at the times and in the manner notified to the *Licensee* by the *Office*.

## **17. ADMINISTRATOR**

- 17.1 If an *administrator* is appointed to the *Licensee's* business under section 166 of the *Act*, the *administrator* must exercise its functions and powers in such a manner as may be specified by the *Office* in the instrument of appointment.
- 17.2 The *Licensee* is responsible for the acts and defaults of the *administrator*.

## **18. COMPLIANCE WITH LAWS**

The *Licensee* must comply with all applicable laws including but not limited to the *Tariff Order*.

## **19. VARIATION**

This licence may be varied in accordance with:

- (a) the procedures specified in section 164 of the *Act*; or
- (b) section 167(8) of the *Act*.

## **20. TRANSFER OF LICENCE**

This licence may be transferred in accordance with section 167 of the *Act*, but is otherwise not transferable.

## 21. COMMUNICATIONS

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

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

- (a) when delivered in person to the addressee;
- (b) 3 *business days* after the date of posting, if the *communication* is posted within Australia;
- (c) 7 *business days* after the date of posting, if the *communication* is posted outside Australia; or
- (d) when, according to the sender's transmission report, received by facsimile transmission by the addressee.

**THE COMMON SEAL** of )  
**THE OFFICE OF THE** )  
**REGULATOR-GENERAL** )  
 was affixed pursuant to )  
 the authority of the Office )  
 on 3 October 1994 )

ROBIN C. DAVEY  
**Regulator-General**

This licence which was originally issued on 3 October 1994 has been varied by the following -

The Treasurer	7 August 1995	Gazette S91 4 September 1995
The Treasurer	1 March 1996	Gazette G13 4 April 1996
The <i>Office</i>	3 November 1997	
The <i>Office</i>	30 April 1999	

This is the licence as varied on 30 April 1999.

**THE COMMON SEAL** of )  
**THE OFFICE OF THE** )  
**REGULATOR-GENERAL** )  
 was affixed pursuant to )  
 the authority of the Office )  
 on 30 April 1999 )

Ian Wilson as delegate for  
**Regulator-General**

## SCHEDULE: DEFINITIONS AND INTERPRETATION

### 1. DEFINITIONS

In this licence:

“**Act**” means the Electricity Industry Act 1993;

“**administrator**” means an administrator appointed by the *Office* under section 166 of the *Act* in respect of the business carried on by the *Licensee* under this licence;

“**approved statement**” means a statement of the kind referred to in clause 6.1 that is submitted to and approved, by notice in *writing* to the *Licensee*, by the *Office*;

“**augmentation**” means, in relation to an *electricity transmission system*, the process of maintaining or upgrading the operating capability of the *electricity transmission system* by replacing or enhancing existing plant and equipment or by adding plant and equipment;

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

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

“**connection**” means the contact between the electrical systems of two persons or an electrical system and an electrical installation such as will allow the *supply* of electricity between those systems or that system and that electrical installation;

“**connection agreement**” means an agreement relating to the provision of *connection services*;

“**connection services**” means the services of establishing and maintaining *connection* between an *electricity transmission system* and another electrical system or *electrical installation* (including, without limitation, those services which are Connection Services for the purposes of the *Tariff Order* and the augmentation works specified in the table headed “Connection Works” in Part C of Attachment 5 to the *Tariff Order*);

“**customer**” means a person, other than a *retailer*, who buys or wishes to buy electricity directly through the *Pool* (for the period up to *NEM commencement date*) or the *NEM* (for the period from *NEM commencement date*), or from a *retailer* and includes other *retailers*;

“**distribute**”, in relation to electricity, means to distribute electricity using a *distribution system*;

“**distribution licence**” means a licence to *distribute* and *supply* electricity granted under section 162 of the *Act*;

“**distribution system**” means in relation to a *distributor* a system of electric lines (generally at nominal voltage levels of 66 kV or below) which that *distributor* is licensed to use to *distribute* electricity for *supply* under its *distribution licence*;

“**distributor**” means a holder of a *distribution licence* or a person who has been exempted from the requirement to obtain a *distribution licence* under section 160 of the *Act*;

“**electricity business**” means the business of *transmitting* electricity conducted by the *Licensee*;

“**electricity transmission system**” means a transmission system in Victoria (generally at nominal voltage levels of 66kV or above) which the holder of a *transmission licence* may use to *transmit* electricity;

“**enforcement order**” means a provisional or final order made and served by the *Office* under

section 35 of the Office of the Regulator-General Act 1994;

“**generation licence**” means a licence to generate electricity for **supply** or sale granted under section 162 of the **Act**;

“**generator**” means a holder of a **generation licence** or a person who has been exempted from the requirement to obtain a **generation licence** under section 160 of the **Act**;

“**Licensee**” means GPU PowerNet Pty Ltd ACN 079 798 173;

“**Minister**” means the person who is the Minister for the purposes of section 163(4) of the **Act**;

“**National Electricity Code**” means the Code approved in accordance with section 6(1) of the **National Electricity Law** as amended from time to time;

“**National Electricity Law**” means the National Electricity (Victoria) Law which applies in Victoria as a result of the operation of section 6 of the National Electricity (Victoria) Act 1997 (as amended from time to time);

“**NEM**” means the market for wholesale trading in electricity operated by **NEMMCO** under the **National Electricity Code**;

“**NEM commencement date**” means the date upon which the market for wholesale trading in electricity operated by **NEMMCO** under the **National Electricity Code** commenced, being 00:00 hours on 13 December 1998;

“**NEMMCO**” means National Electricity Market Management Company Limited ACN 072 010 327; “**network agreement**” means an agreement under which the **Licensee** agrees, amongst other things, to use its best endeavours to provide, in an integrated and properly coherent manner, **network services**;

“**network services**” means services relating to the use of an **electricity transmission system**, including, without limitation, any of:

- (a) network transmission services including:
  - (1) power transfer capability between nodes;
  - (2) configuration switching capability at nodes;
  - (3) system security and stabilisation capability services; and
  - (4) voltage and reactive control capability at nodes;
- (b) network operation systems including:
  - (1) remote operation services (including provision of appropriate personnel of the **Licensee** to perform operational tasks at the direction of Victorian Power Exchange);
  - (2) voice and data communications services;
  - (2A) system performance monitoring services;
  - (3) real time operational information and control capability; and
  - (4) operational information (including plant characteristics); and
- (c) technical support including:
  - (1) special incident investigations (including, where relevant, a 24 hour service); and
  - (2) design investigations and cost estimates.

“**Office**” means the Office of the Regulator-General under the Office of the Regulator-General Act 1994;

“**participating Licensee**” means the *Licensee* if the *Licensee* has not withdrawn from the ombudsman scheme in accordance with clause 12.2(j);

“**policy objectives**” means the objectives specified in section 157 of the *Act* and section 7 of the Office of the Regulator-General Act 1994 and, to the extent the context requires, in a statement of government policy under section 10 of the Office of the Regulator-General Act 1994;

“**Pool**” means the market for wholesale trading in electricity operated and administered by Victorian Power Exchange until *NEM commencement date*;

“**Pool Rules**” means rules prepared by *Victorian Power Exchange* and certified by the *Office* relating to, the market for the wholesale trading in electricity which was operated and administered by *Victorian Power Exchange* prior to the *NEM commencement date*, as amended from time to time;

“**retail licence**” means a licence granted under section 162 of the *Act* to sell electricity otherwise than through the *Pool* (for the period up to *NEM commencement date*) or the *NEM* (for the period from *NEM commencement date*) ;

“**retailer**” means a holder of a *retail licence* or a person who has been exempted from the requirement to obtain a *retail licence* under section 160 of the *Act*;

“**standards and procedures**” means overall performance standards which are issued by the *Licensee* under clause 11.1 or by the *Office* under clause 11.3;

“**supply**”, in relation to electricity, means the delivery of electricity;

“**System Code**” means the code of that name certified by the *Office*;

“**Tariff Order**” means the Victorian Electricity Supply Industry Tariff Order made under section 158A of the *Act*;

“**trader licence**” means a licence to sell electricity granted under part 12 of the *Act* to State Electricity Commission of Victoria or any other licence granted under that part designated as a trader licence by the *Office*;

“**transmission licence**” means a licence to *transmit* electricity granted under section 162 of the *Act*;

“**transmit**”, in relation to electricity, means to transfer electricity in bulk;

“**undertaking**” means an undertaking given by the *Licensee* under section 35(5)(a) of the Office of the Regulator-General Act 1994;

“**Wholesale Metering Code**” means the code of that name certified by the *Office*; and

“**writing**” includes any mode of representing or reproducing words, figures, drawings or symbols in a visible form.

## 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 a condition, clause, schedule or part is to a condition, clause, schedule or part of this licence;
  - (f) a reference to terms of an offer or agreement is to terms, conditions or provisions thereof;
  - (g) 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;
  - (h) 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;
  - (i) a reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns;
  - (j) when italicised, other parts of speech and grammatical forms of a word or phrase defined in this licence have a corresponding meaning;
  - (k) a period of time:
    - (i) which dates from a given day or the day of an act or event is to be calculated exclusive of that day; or
    - (ii) which commences on a given day or the day of an act or event is to be calculated inclusive of that day; and
  - (l) 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*.