



"Leading in Utility Regulation"

## **TRANSITIONAL GENERATION LICENCE**

The Utility Regulatory Authority in accordance with section 3 of the Electricity Act (as amended), and subject to the terms and conditions in Annex 1 of this Licence, hereby issues a ***Transitional Generation Licence*** to ***[insert Company Name] [insert BRN]***.

Licence Number: ***(insert)***

Licensed Activity: ***To construct, operate and maintain a distribution system and to sell electricity to customers within the Republic of Mauritius***

Technology: ***(insert)***

Capacity: ***(insert)***

Licence Validity up to: ***(insert date)***

Subject to the Terms and Conditions as per ***Annex 1***

**Issued** in Ebene on this ***(insert day) day of (insert month and year)***.

***Mr LILADHUR GOSSAGNE SEWTOHUL***  
(Officer in Charge of the Utility Regulatory Authority)



# UTILITY REGULATORY AUTHORITY

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## **Annex 1**

### **TERMS AND CONDITIONS (CEB)**

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**TRANSITIONAL GENERATION LICENCE TERMS & CONDITIONS**

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**CONDITION 1 – DEFINITIONS AND INTERPRETATION**

1. In the general conditions, unless the context otherwise requires –

**“Act”** means the Electricity Act (as amended);

**“affiliate”** in relation to any person means any holding company of such person, any subsidiary of such person or any subsidiary of a holding company of such person, in each case within the meaning of the Companies Act 2001;

**“ancillary services”** means those services necessary to support the transmission and distribution of electric power from seller to purchaser;

**“auditors”** means the Licensee’s auditors;

**“authorised”** in relation to a business or activity means authorised by license granted or treated as granted under section 3(2) of the Act or exemption granted under section 3(3) of the Act;

**“authorised electricity operator”** means any person (other than the Licensee) who is authorised to generate, transmit, distribute or procure electricity or operate the transmission and distribution system and, for the purposes of the general conditions shall include any person who has made an application to be so authorised which application has not been refused;

**“Authority”** means the Utility Regulatory Authority established under Section 4 of the Utility Regulatory Authority Act (as amended);

**“change in control”** means the sale of all or substantially all the assets of the Licensee, any merger, consolidation or acquisition of Licensee with, by or into another undertaking, entity or person, or any change in the ownership of more than fifty percent (50%) of the voting capital stock of the Licensee in one or more related transactions;

**“codes”** means the generation, transmission, distribution and system operation codes collectively or any combination of more than one code as developed and updated by the Authority, from time to time;

**“Commercial Agreements”** means Power Purchase Agreements (PPAs), Connection Agreements, Energy Supply and Purchase Agreement (ESPA), and other commercial agreements required to operate the generating station and sell electricity;

**“commissioned”** means, in relation to the generating station, that it has –

- (a) been substantially completed and is ready for operations in accordance with this Licence;
- (b) met all the requirements for synchronisation and delivery of electricity to the Grid as set out in the National Grid Code; and

- (c) received the required Permits and/or Certificates from the Single Buyer and any relevant Government Authority to allow it to commence generation and delivery of electricity to the Grid.

**“Commercial operation date”** means the date at which all testing of a generating station will be completed and certified by the relevant party for commercial use with the system;

**“Connection Agreement”** means an agreement to be signed by the applicant and the Distribution Licensee or Single Buyer, as the case may be, before or after, as the case may be, successful testing of the former’s installation;

**“disposal”** in relation to assets means any sale, gift, lease, licence, the grant of any right of possession, loan, security, mortgage, charge or the grant of any other encumbrance or the permitting of any encumbrance to subsist or any other disposition to a third party and “dispose” shall be construed accordingly;

**“distribution”** means the conveying of electricity to customers over electric lines of less than 66kV by any licensee licensed for that purpose;

**“distribution code”** means the rules made by the Authority to govern the distribution system and activities relating thereto;

**“distribution system”** means that part of the electric system that operates below 66kV from the point of the outgoing isolators of a Feeder at Transmission substations transforming to 22 V and 6.6kV, consisting of apparatus and meters owned and maintained by the Distribution Licensee or Transmission Licensee used for the distribution of electricity;

**“Energy Supply and Purchase Agreement”** means the contract that governs the commercial relationship between an independent power producer and the single buyer which is approved by the Authority and that requires the single buyer to buy energy from the independent power producer and the independent power producer to sell energy to the single buyer in accordance with the terms and conditions thereof;

**“Fees”** means those fees payable by the Licensee pursuant to section 16(1)(f) of the Act;

**“generating station”** means any facility used for the generation of electricity;

**“generation business”** means the authorised business of the Licensee in the generation of electricity and the provision of ancillary services;

**“generation code”** means the rules made by the Authority to govern generation activities in the electricity sector;

**“governance code”** provides background information which puts the codes in context, provides an overview of the legal authority for the codes, sets out the purpose and organisation of the codes, provides the procedure for revision of and compliance with the

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codes, provides guidance on interpretation of the codes, and defines the terms and definitions applicable to the codes;

**“grid”** means the interconnection facilities and any other transmission system or distribution system, transmission or distribution facilities on the system operator side of the interconnection boundary through which the electrical energy output from the generating unit will be distributed by the system operator to users of electricity;

**“information”** shall include any documents, accounts, estimates, returns or reports, records and any data in verbal, written or electronic form and information in any form or medium whatsoever;

**“interconnection”** means the connection of a transmission or distribution line between the generation assets of a generation licensee or a user and the transmission system or the distribution system respectively, including the switchgear, protection and communication facilities among others;

**“interconnection boundary”** means the physical point where the generating station and the grid are connected, or the physical point where a large customer is connected to the transmission system;

**“interconnection facilities”** means all plant and apparatus used for the interconnection of a generating station, generating unit, energy storage unit or variable renewable generating station to the distribution or transmission system;

**“interested party”** means any person who has a recognisable stake (and therefore standing) in a matter;

**“large customer”** means customers who by virtue of the magnitude of the characteristics of their demand are connected directly to the transmission system or to the distribution system;

**“Licensee”** means a person who holds a transitional generation licence;

**“National Grid Code”** comprises of the governance code and each of the codes;

**“operational control”** means the management and operational control of the generating station assets but for the avoidance of doubt the compliance by the Licensee with the instructions of the System Operator according to the National Grid Code shall not be construed as relinquishment of operational control;

**“Permanent Generation Licence”** means a licence issued under the Electricity (Licensing, Registration and Fees) Regulations 2022 (as may be amended), subsequent to the transitional generation licence;

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**“relevant asset”** means any asset for the time being forming part of the Licensee’s generation portfolio, any control centre for use in conjunction therewith and any right, title or interest in land upon which any of the foregoing is situated;

**“Scheduled Commercial Operation Date”** means the planned date at which all testing of a generating station will be completed and certified by the relevant party for commercial use with the system;

**“statutory accounts”** means the accounts that the Licensee prepares under the applicable act;

**“subsidiary”** has the same meaning given in the Companies Act;

**“supply”** means the sale of electricity generated by the Licensee to the Single Buyer;

**“system”** means the interconnection facilities and any other transmission system or distribution system, transmission or distribution facilities on the system operator side of the interconnection boundary (ies) through which the electrical energy output from the generating unit (s) will be distributed by the system operator to users of electricity;

**“system control”** means the administrative and other arrangements established to maintain as far as possible the proper safety, security and economic operation of the system;

**“system operator”** means the operator of a transmission, distribution, load dispatching or similar system;

**“system operation code”** means the rules made by the Authority to govern the system operator activities relating thereto;

**“transmission”** means the conveying of electricity over electric lines of 66kV or more between a generating station and an electrical substation, or between generating stations or between electrical substations;

**“transmission business”** means the business of the Licensee in or ancillary to the transport (whether for its own account or that of third parties) of electricity through the Licensee’s transmission system and shall include any business in providing connections to the Licensee’s transmission system but shall not include any other business of the Licensee in the provision of services to or on behalf of any one or more persons;

**“transmission system”** means that part of the electric system that operates at 66kV or higher consisting of the electrical facilities used for conveyance of electricity over electric lines between a generating station and substation, or between generating stations or between substations, and consists of electric lines, equipment and meters owned and operated by the transmission licensee in connection with transmission of electricity;

**“user”** means any person using the transmission system or distribution system, as more particularly identified in each section of the respective code, and in the governance code, the term means any person (other than licensee) to whom the codes apply;

**“variable renewable generating station”** means a renewable energy generating station with continuously varying power output following the availability of primary energy such as wind, solar photovoltaic and others.

2. Any words or expressions used in the Act shall, unless the contrary intention appears, have the same meaning when used in these general conditions.
3. Except where the context otherwise requires, any reference to a numbered general condition reference, and reference to a Section is a reference to that Section or Schedule is a reference to the general condition or Schedule bearing that number in this licence, and any reference to a numbered paragraph is a reference to the paragraph bearing that number in the general conditions or Schedule in which the general conditions apply.
4. These general conditions shall have effect as if in relation to references to a licence holder who is a natural person. The words “it”, “its”, and “which” are substituted by the words “he”, “him”, “his” and “whom”, and cognate expressions shall be construed accordingly. Except where the context otherwise requires, a reference in a general condition to a paragraph is a reference to a paragraph of that condition and a reference in a paragraph to a sub-paragraph is a reference to a sub-paragraph of that paragraph.
5. In construing the general conditions, the heading or title of any general condition or paragraph shall be disregarded.
6. Where any obligation under or pursuant to the licence is required to be performed by a specified date or within a specified period, and where the Licensee has failed so to perform by such date or within such period, such obligation shall continue to be binding and enforceable after the specified date or after the expiry of the specified period (but without prejudice to all rights and remedies available against the Licensee by reason of the Licensee’s failure to perform by that date or within that period).

#### CONDITION 2 – LICENSED ACTIVITY

1. This transitional generation licence is granted pursuant to section 3 of the Act to authorise the licensee to own, operate and maintain one or more generating stations for the purposes of generating, supplying and selling electricity to the holder of a Single Buyer licence.

#### CONDITION 3 – TERM OF LICENCE

1. This licence shall enter into force and effect on the [INSERT DATE] and expire on the earlier of [INSERT DATE] or the termination or the expiry of the commercial agreements.
2. The term of the licence may be renewed subject to the conditions and procedures of the Electricity (Transitional Licence) Regulations 2022 (as may be amended), provided the



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Licensee makes an application to the Authority on the online platform and provide such information as the Authority may require at latest 3 months before the expiry date.

#### CONDITION 4 – ANNUAL FEE

1. The Licensee shall pay the Authority an Annual Fee as prescribed in the Schedule of the Electricity (Transitional Licence) Regulations 2022 (as may be amended) in respect of the period that the Licensee holds this Licence.
2. The amounts determined in accordance with paragraph 1 of this Condition shall be paid by the Licensee to the Authority in one instalment being due for payment by 01<sup>st</sup> January in each year, provided that if the Authority has not given notice of the amount of the instalment, at least 30 days before the payment date stated above, the Licensee shall pay the amount due within 30 days from the actual giving of notice by the Authority to the Licensee (whenever notice is given).
3. When the Licensee fails to pay the amount determined in accordance with paragraph 1 of this Condition within 30 days of the due date set out in paragraph 2 of this Condition, it shall pay simple interest on the amount at the rate which is from time to time equivalent to the key rate published by the Bank of Mauritius plus 1% or, if there is no such key rate, such key rate as the Authority may designate for the purposes hereof.

#### CONDITION 5 – SALE OF ELECTRICITY

1. The Licensee shall be entitled to sell all electricity generated by his production facilities to the Single Buyer.
2. For the purpose set out in paragraph 1 of this Condition, the Licensee shall conclude and maintain in force Commercial Agreement(s) with the Single Buyer setting out the terms and conditions of the sale in detail before the expiry of the Licence.

#### CONDITION 6 – COMMERCIAL AGREEMENTS

1. The Licensee shall submit a copy of each Commercial Agreement entered into for the purpose of conducting the licensed activity to the Authority before the expiry of the Licence.
2. The Licensee shall not take any action or enter into any agreement which has the effect of eliminating or substantially damaging another Licensee in the market it operates.
3. The Licensee shall promote efficiency in capital investments in respect of the electricity services provided.
4. The Licensee shall comply with the relevant provisions of any and all specified agreements entered into pursuant to this Condition.

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### CONDITION 7 – LEGAL AND REGULATORY COMPLIANCE

1. The Licensee shall not embark in unfair and anti-competitive practices in the electricity services industry.
2. The Licensee shall comply with directives from the Authority pertaining to the implementation of policy of Government relating to electricity services.
3. The Licensee shall comply with all laws, regulations, codes and standards of the Republic of Mauritius in so far as they are applicable to the licensed activity.
4. The Licensee shall not enter into any agreement that would breach any such law, by-law, regulation, code, standard or the General Terms and Conditions of the Licence.
5. The Authority may issue directions relieving the Licensee of its obligation under the Licence in respect of such parts of the relevant National Grid Code and to such extent and subject to such conditions as may be specified in those directions.
6. The Licensee shall give officers of the Authority or any person or persons duly authorised by the Authority access to the Licensees generating station for the purposes of inspection under the Act.

### CONDITION 8 – REGULATORY ACCOUNTS

1. The Licensee shall ensure compliance with paragraphs (2), (3) and (4) of this Condition before the issuance of a Permanent Generation Licence and to the satisfaction of the Authority.
2. The Licensee shall keep separate regulatory accounts and prepare separate financial statement in respect of the generation business for each financial year.
3. The accounts shall be kept in accordance with the International Public Sector Accounting Standards, and in accordance with any requirement which applies to the Licensee's financial statements under the Financial Reporting Act.
4. The Licensee, when conducting his business activity in addition to the provision of an electricity service, shall keep separate accounts for those distinct activities.

### CONDITION 9 – AVAILABILITY OF RESOURCES

1. The Licensee shall ensure compliance with paragraphs (2) and (3) of this Condition before the issuance of a Permanent Generation Licence and to the satisfaction of the Authority.
2. The Licensee shall at all times act in a manner calculated to secure that it has available to it such resources, including (without limitation) management and financial resources, personnel, fixed and moveable assets, rights, licences consents and facilities, on such terms and with all such rights, as shall ensure that it is at all times able –
  - (a) to properly and efficiently carry on the generation business; and

- (b) to comply in all respects with its obligations under this licence and such obligations under the Act as apply to the generation business including, without limitation, its duty to develop and maintain an efficient, co-ordinated and economical system of electricity generation.
3. The Licensee shall immediately inform the Authority in writing if circumstances exist that justify the reasonable expectation that the Licensee may not have sufficient resources available to conduct its licensed business for a period of 12 months.

#### CONDITION 10 – PROHIBITION OF CROSS-SUBSIDIES

1. The Licensee shall ensure compliance with paragraph (2) of this Condition before the issuance of a Permanent Generation Licence and to the satisfaction of the Authority.
2. Unless authorised by the Authority, the Licensee shall ensure that the business licensed by this licence does not give any subsidy or cross-subsidy (direct or indirect) to, nor receive any subsidy or cross-subsidy (direct or indirect) from, any other business of the Licensee and/or any Affiliate or related enterprise of the Licensee or any other person.

#### CONDITION 11 – PERFORMANCE STANDARDS

1. The Licensee shall conduct the Generation Businesses in a manner which it reasonably considers to be best calculated to achieve the standards of performance set out from time to time in publications made by the Authority pursuant to section 21(2) of the Act.

#### CONDITION 12 – DISPOSAL OF RELEVANT ASSETS

1. The Licensee shall be obliged to obtain prior written consent from the Authority for the disposal of or relinquishment of operational control over any equipment, immovable property or other asset required to perform the licensed activity unless –
- (a) the Authority has given prior general consent in written form for the disposal of or a relinquishment of operational control over relevant assets of a specified description; and
  - (b) it is obliged by law or final order of a competent court to dispose of the relevant asset or part of its Generation Business.

#### CONDITION 13 – ENVIRONMENTAL PRESERVATION

1. The Licensee shall comply with the conditions set out in the EIA licence granted to the Licensee by the Department of Environment from the Ministry of Environment, Solid Waste Management and Climate Change.
2. The Licensee shall promote the conservation of resources.

CONDITION 14 – TRANSFER AND ASSIGNMENT OF LICENCE

1. The Licensee may not transfer, assign or otherwise cede control of the Licence without prior written consent of the Authority.
2. The Licensee shall seek the consent of the Authority to any transfer, assignment or other ceding of control of the Licence at least 3 months prior to the envisaged date of the requested transfer, assignment or ceding of control of the Licence.
3. When deciding whether to give its consent the Authority shall apply the same criteria as it would apply if it were deciding on a licence application from the entity to which the Licence shall be transferred, assigned or otherwise ceded.

CONDITION 15 – DISPATCH

1. The Licensee shall, at all material times, comply with the scheduling and dispatch provisions under the National Grid Code.

CONDITION 16 – ANCILLARY SERVICES

1. The Licensee shall ensure compliance with paragraphs (2) and (3) of this Condition before the issuance of a Permanent Generation Licence and to the satisfaction of the Authority.
2. The Licensee shall offer the conditions for ancillary services if so requested by the System Operator.
3. The Licensee shall, in accordance with paragraph 2 of this Condition, and upon request of the Authority, provide to the Authority a report containing details of –
  - (a) prices offered for the provision of Ancillary Services by each generation unit of the Licensee; and
  - (b) an explanation regarding the cost of the Licensee for the provision of Ancillary Services in conformity with the applicable National Grid Code.

CONDITION 17 – SAFETY AND HEALTH OF EMPLOYEES

1. The Licensee shall take all reasonable steps to promote the safety and health of employees and shall consult with appropriate representatives of employees for the purpose of establishing and maintaining an appropriate machinery or forum for the joint consideration of matters of mutual concern in respect of safety and health of those employees. The Licensee shall comply with all occupational safety and health laws of Mauritius.

CONDITION 18 – PROVISION OF INFORMATION

1. Subject to paragraphs 2 and 3 of this Condition, the Licensee shall furnish to the Authority, in such manner and at such times as the Authority may reasonably require, such information and shall provide and furnish to it such reports, as the Authority may

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reasonably require or as may be necessary for the purpose of performing the functions conferred on it by or under the Act.

2. The Licensee shall, if so requested by the Authority, give reasoned comments on the accuracy and text of any information or advice (so far as relating to its activities as holder of an electricity generation licence) which the Authority proposes to publish pursuant to the exercise of its duties and functions under section 26 of the Utility Regulatory Act (as amended).
3. This condition shall not require the Licensee to produce any documents or give any information which it could not be compelled to produce or give in evidence in civil proceedings before a court.
4. The Licensee shall not destroy, tamper, or conceal any information book, accounts, or other document likely to be required in relation to a request made by the Authority.
5. The power of the Authority to call for information under paragraph 1 of this Condition is in addition to the power of the Authority to call for information under or pursuant to any other condition. There shall be a presumption that the provision of information in accordance with any other condition is sufficient for the purposes of that condition, but that presumption shall be rebutted, if the Authority states in writing that in its opinion such further information is, or is likely to be, necessary to enable it to exercise functions under the condition in question.

#### CONDITION 19 – SUSPENSION

1. The Authority may, at any time, suspend the Licence by giving not less than 14 days' notice in writing to the Licensee –
  - (a) if any amount payable under Condition 4 (Annual Fee) is unpaid 30 days after it has become due and remains unpaid for a period of 30 days after the Authority has given the Licensee notice that the payment is overdue – provided that no such notice shall be given earlier than the sixteenth day after the day on which the amount payable becomes due;
  - (b) if the Licensee fails to comply with an order (within the meaning of section 38 of the Act) and such failure is not rectified to the satisfaction of the Authority within three months after the Authority has given notice in writing of such failure to the Licensee – provided that no such notice shall be given by the Authority before the proceedings are finally determined;
  - (c) if the Licensee fails to pay any financial penalty (within the meaning of sections 36, 38, 40 or 44 of the Act) by the date for such payment and such payment is not made within 3 months after the Authority has given notice in writing of such failure by the Licensee – provided no such notice shall be given before any proceedings are finally determined;
  - (d) if the Licensee fails to pay any amount due to the Authority payable as part of an award or any costs determined as part of an interim award howsoever payable by the due date specified in either such award; or

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- (e) if the Licensee fails to conduct the licensed activity in accordance with the terms and conditions of the Licence, the provisions of the Act and any regulatory instruments thereunder and does not immediately take all appropriate means to remedy the failure.
2. Without prejudice to paragraph 1, the Authority may forthwith suspend the licence on any ground specified in paragraph 1 where –
    - (a) the Authority considers that it is in the public interest to do so; and
    - (b) the urgency of the matter so requires.
  3. A suspension effected under paragraph 2 shall lapse after 21 days unless –
    - (a) the suspension has been revoked prior to that period; or
    - (b) a notice has been served under paragraph 1 during that period.

#### CONDITION 20 – AMENDMENT AND REVOCATION

1. The Authority may, at any time, on receipt of a complaint by any interested party or on its own initiative, amend the terms of, or revoke the Licence by giving not less than 14 days' notice (24 hours' notice in the case of a revocation under paragraph (e) of this Condition) in writing to the Licensee stating the reasons for which it proposes to do so and to allow the licensee to make any written representations to object to the proposal –
  - (a) if the Licensee agrees in writing with the Authority that the Licence should be amended or revoked;
  - (b) if any amount payable under Condition 4 (Annual Fee) is unpaid 30 days after it has become due and remains unpaid for a period of 90 days after the Authority has given the Licensee notice that the payment is overdue – provided that no such notice shall be given earlier than the sixteenth day after the day on which the amount payable becomes due;
  - (c) if the Licensee fails –
    - (i) to comply with an order (within the meaning of section 38 of the Act) and such failure is not rectified to the satisfaction of the Authority within 3 months after the Authority has given notice in writing of such failure to the Licensee – provided that no such notice shall be given by the Authority before the proceedings are finally determined;
    - (ii) to pay any financial penalty (within the meaning of sections 36, 38, 40 or 44 of the Act) by the date for such payment and such payment is not made within 3 months after the Authority has given notice in writing of such failure by the Licensee – provided no such notice shall be given before any proceedings are finally determined; or
    - (iii) to pay any amount due to the Authority payable as part of an award or any costs determined as part of an interim award howsoever payable by more than 90 days following the due date specified in either such award.
  - (d) If the Commercial Agreement with the Single Buyer is terminated.
  - (e) if the Licensee –
    - (i) contravenes the Act;
    - (ii) has ceased to carry on this activity;
    - (iii) has repeatedly failed to provide the electricity service for which it has been licensed;

- (iv) fails to conduct the licensed activity in compliance with the terms and conditions of the Licence, the provisions of the Act and any regulatory instruments thereunder, without remedying such failure within a reasonable period of time and fails to remedy such failure within a reasonable period of time; or
  - (v) has submitted false information when making its application for the Licence.
  - (f) if the Licensee –
    - (i) is unable to pay its debts (within the meaning of Part II of the Insolvency Act);
    - (ii) passes a resolution for Voluntary Winding Up (within the meaning of Part III of the Insolvency Act); or
    - (iii) is subject to Winding Up by a court of competent jurisdiction (within the meaning of section 401 of the Insolvency Act).
  - (g) If the Licensee transfers, assigns or otherwise cedes control of the Licence without prior written consent of the Authority.
2. Without prejudice to paragraph 1, the Authority may forthwith revoke the licence on any ground specified in paragraph 1 where –
    - (a) the Authority considers that it is in the public interest to do so; and
    - (b) the urgency of the matter so requires.

#### CONDITION 21 – DISPUTES

1. Any disputes pertaining to this licence or the Licensee’s performance in this Licence may be resolved amicably between representatives of the Licensee and the Authority.
2. If a dispute in paragraph (1) is not resolved within 30 business days amicably, the dispute may be referred to an expert acceptable to the Licensee and the Authority. The expert shall give his decision within 30 business days after having received all information from both parties.

#### CONDITION 22 – INSURANCE

1. The Licensee shall maintain with financially sound and reputable insurers, insurance and reinsurance with respect to its generation business that is adequate in relation to the standard in the electricity industry.

#### CONDITION 23 - FORCE MAJEURE

1. The Licensee shall not be liable for its total or partial failure to perform any obligation under this Licence to the extent that such failure is a consequence of a force majeure (as defined by applicable law) or any other event or circumstance or combination of events or circumstances that the Authority finds to be beyond the reasonable control of the Licensee ("*Force Majeure*").
2. The Licensee's obligations hereunder shall be suspended to the extent necessary as a result of the Force Majeure and during the time such Force Majeure continues; provided, however, as a condition precedent for the suspension of the obligations, the Licensee shall

notify the Authority, with confirmation in writing, as promptly as possible.

3. Notwithstanding the above provisions, the occurrence of a Force Majeure shall not excuse the Licensee from making any payments required of it by law in a timely manner.

#### CONDITION 24 – CORRESPONDENCE

1. Any correspondence or notice to be given under any of these terms and conditions by both parties shall be in writing and shall be deemed to have been properly served if hand-delivered or sent by registered post at the address set out below or such other address which may be from time to time specified in writing to each other -

**Licensee:**

The Director

**(insert name of company)**

**(insert address)**

Telephone: **(insert no)**

Email: **(insert email address)**

**Authority:**

Chief Executive Officer

The Utility Regulatory Authority

One Exchange Square

Level 8, Tower A, Wall Street

Ebene Cybercity, Mauritius

Telephone: +230 454 8070/454 8079

2. Any notice given under the provisions of paragraph (1) shall be deemed to have been duly served and received -
  - (a) at the actual time of delivery, if delivered personally;
  - (b) **seven (7) working days** subsequent to the date of postage, if sent by registered post.

#### CONDITION 25 – WHOLE LICENCE

1. This Licence constitutes the entire license and supersedes all prior understandings and agreements between the Licensee and the Authority.



PART 1

**Part 1 (A) – Specified Production Facilities**

GENERATING STATION NAME:

LOCATION:

CAPACITY:

NUMBER OF GENERATION UNITS AND RESPECTIVE CAPACITY:

HOW THE GENERATING STATION WILL BE FUELLED OR DRIVEN:

DETAILS OF ELECTRIC LINES CONNECTED TO THE NETWORK

GENERATING STATION CONNECTION POINT: GENERATING STATION LIFE SPAN:

GENERATING STATION INFORMATION

**Part 1 (B)**

The generating station has the following outline parameters: MW

Total nominal capacity:

Estimated energy output:

Maximum estimated Energy Output per month: MWh

Minimum estimated Energy Output per month: MWh

Scheduled Commercial Operation Date:

A more detailed description of the Generating station is:

Energy source:

Generation specification:

Type:

Number of generating units: Output voltage:

Power factor:

Method of output power control:

Method of output voltage control:

Transformer:

Protection equipment:

Grid Connection:

**Part 1 (C) – Interconnection Facilities**

The Interconnection Facilities for the Generating station comprise the following: [●].

**Part 1 (D) – Site details**

The details of the Site, including, where relevant, a site plan, coordinates and cadastral details are: [●]