



**PUBLIC UTILITIES
COMMISSION
BELIZE**

**TERMS AND CONDITIONS
OF
LICENCE TO ALL PERSONS:**

**Minor Self-Generation & Supply
Minor Distributed Generation
Backup Generation & Supply**

Issue Date: *xxxxx*, 2025

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PART I: TERMS OF THE LICENCE

1 INTERPRETATION

1. Unless the contrary intention appears, words and expressions used in this Licence shall be construed as if they were an Act of Belize and the Interpretation Act applied to them and references to an enactment shall include any statutory modification or re-enactment thereof after the date when this Licence comes into force.
2. In these Conditions unless the context otherwise requires:

“Act” means the Belize Electricity Act, Revised Edition, 2020;

“Commencement Date” means **xxxx, 2025**;

“Commission” means the Public Utilities Commission as defined in the Public Utilities Commission Act, Revised Edition, 2020;

“Force Majeure” means any circumstance including but not limited to war, acts of warfare, hostilities, invasion, incursion by armed forces, acts of a hostile army, nation, or enemy, riot, civil commotion, insurrection, flood, fire, storm, lightning, and other Acts of God;

“Grid Code” means the code approved by the Commission:

- a) for the operation of the transmission system and
- b) covering all material technical aspects relating to:
 - i. connections to and the operation and use of, the transmission and distribution system; or
 - ii. the operation of the electrical installations required for the operation of the transmission and distribution system;

“Interconnection Guidelines” means the standards and requirements approved by the Commission for grid connection applicable to a self or distributed generation facility connecting to the transmission or distribution network;

“Licence” means a Licence to all persons authorised to carry out electricity function or activities in Part I of this Licence;

“Network and Retail licensee” means the holder of a licence to transmit, distribute and supply electricity in an authorised area.

“PUC Act” means The Public Utilities Commission Act;

“PUC” means the Commission as defined in this Section I;

“Single Buyer” means any licensee that operates in a monopsony for the provision of services to premises in Belize;

“Registration” means the process by which a person is recorded by the PUC as being authorised to engage in the specific electricity function or activities authorised in Part I of this Licence, related to electricity generation.

“Registration Certificate” means a document issued by the PUC to a person upon successful completion Registration, certifying their authorization to engage in the electricity function or activities in Part I of this Licence, related to electricity generation.

“Regulations” means any regulations or subsidiary legislation made under the Act or the PUC Act.

2 LICENSED ELECTRICITY ACTIVITIES

2.1. The Public Utilities Commission, in exercise of the powers conferred upon it by the Electricity Act, Chapter 221 of the Laws of Belize, the Electricity Licensing and Consent Regulations, 2024, as amended, and all other powers thereunto enabling, hereby grants a **LICENCE TO ALL PERSONS**, to provide any of the following electricity activities:

- (a) “minor self-generation and supply” refers to a class of licence that permits any off-grid person to generate electricity solely for their own use, with no authorization to sell or distribute electricity to others, and subject to a generation capacity threshold as defined by applicable Regulations.
- (b) “minor distributed generation” refers to a class of licence that permits any grid-connected person to generate electricity primarily for personal use, with the additional authorization to sell any excess electricity, subject to a generation capacity threshold as defined by applicable Regulations.
- (c) “backup generation and supply” refers to a class of licence that permits any person to:
 - (i) generate electricity as a backup facility in order to supply power whenever there is an interruption to its main electricity supply; or
 - (ii) installs energy storage systems of less than 1 MWe capacity, and if grid-connected, does not sell any electricity services to the utility.

subject to the terms of the Licence, the Belize Electricity Act, the Public Utilities Act, any Byelaws, Regulations, Orders and Rules made or issued in accordance with these Acts.

2.2. The Schedule annexed hereto shall be collectively referred and forms part of the Licence.

3. TERM OF LICENCE

- 3.1. The Licence is valid and effective from the Commencement Date and shall remain in effect until the earlier of:
 - (a) the expiry date provided for on the Registration Certificate;
 - (b) the date on which the Licence is surrendered in accordance with Condition 18 of this Licence;
 - (c) the date on which the Licence is cancelled in accordance to Section 29 of the Act; or
 - (d) the date on which the Licence is revoked pursuant to Part III of this Licence.

- 3.2. This Licence may be renewed subject to the provisions from time to time in force of the Act, PUC Act and Regulations.

4. POWER TO AMEND

- 4.1. The Commission may, if it considers it is in the public interest to do so, vary these Terms and Conditions based on any technical standards or codes of practice made in accordance with the Act, PUC Act and any Regulations.

5. COMPLIANCE

- 5.1. The Licensee shall comply with the provisions of the Act, the PUC Act and any Regulations, Orders, Directives or Rules made thereunder.
- 5.2. This Licence does not authorize the holder to supply electricity directly to other members of the public, other than to the persons so authorized in this Licence.
- 5.3. This Licence does not authorize the Licensee to construct, modify, commission or operate any relevant facilities in relation to any of its Licensed Electricity Activities except in accordance with appropriate technical reviews and “No Objection” made by the Commission pursuant to the Act and relevant Regulations.
- 5.4. The Licensee shall not sub-licence any of the rights granted under this Licence except with the written approval of the Commission on such terms and conditions as may be approved by the Commission in writing.
- 5.5. This Licence shall not be assigned except with the written approval of the Commission on such terms and conditions as may be approved by the Commission in writing.
- 5.6. In the event that a licence to generate, transmit or supply electricity is proposed to be granted to a person other than the Licensee, and which may affect the rights and obligations granted under

this Licence in relation to Part I paragraph 1., then the Commission and the Licensee shall agree such modifications, if any, to this Licence as shall be necessary to enable such person to exercise its rights, fulfil its obligations and perform its functions under such proposed licence. In the event the Commission determines that the Licensee unreasonably refuses to so agree, the Commission may revoke this Licence in whole or in part in accordance with paragraph 1 of Part III below.

- 5.7. The Licensee shall operate its activities solely in accordance with the scope and conditions set forth in the relevant Schedule herein.
- 5.8. This Licence does not grant consent for interconnection services; the Licensee must separately secure such services from the Network and Retail Licensee.
- 5.9. The Licensee must obtain prior written approval from the Commission for any action that may degrade operational performance, including the disposal or decommissioning of relevant assets.

6. FAILURE TO ADHERE TO THE TERMS OF THE LICENCE AND PENALTIES

- 6.1. Where the Commission determines, in its sole discretion, that the Licensee is in breach of any material obligation or undertaking under this Licence—or that such a breach is reasonably likely to occur—the Commission shall issue a written notice (a "Notice of Breach") to the Licensee, specifying the nature of the breach or anticipated breach and the required remedial actions.
- 6.2. Upon receipt of the Notice of Breach, the Licensee shall have a period not exceeding thirty (30) days (or such longer period as the Commission may, in its discretion, allow) to remedy the breach and provide evidence of corrective action to the Commission.
- 6.3. In addition to any other remedies available under the Act, the PUC Act, or any Regulations, the PUC may impose a penalty for each day of non-compliance. The penalty shall not exceed the limits prescribed by the Act or applicable legislation.

7. REVIEW OF THE COMMISSION'S DECISIONS

- 7.1. Pursuant to the PUC Act, the Licensee has the right to apply to the PUC for a review of any decision relating to the revocation or amendment of this Licence, or any decision affecting the Licensee's undertaking or rights under this Licence.
- 7.2. If a review is requested, the PUC may review its decisions affecting the Licensee's undertaking, including decisions on revocation or amendment.

PART II: LICENCE CONDITIONS

8. COMPLIANCE WITH GRID CODE AND OTHER OPERATIONAL CODES

- 8.1. The Licensee shall comply with the applicable provisions of the Grid Code and other relevant operational codes.
- 8.2. The Licensee shall cooperate with the Network and Retail Licensee to ensure adherence to the Interconnection Guidelines and any hosting capacity constraints.
- 8.3. The Licensee shall at such times and in such manner as may be provided under the Grid Code and any other applicable operational code, provide the Network and Retail Licensee with all information reasonably required by it to enable it, in conformity with the conditions of its Network and Retail Licence to schedule and issue direct instructions for the dispatch of available generation for the grid system.
- 8.4. It shall be incumbent on the Licensee to:
 - (a) comply with operational and maintenance Codes, in accordance with best practices for the relevant power plant technology;
 - (b) maintain appropriate operational and maintenance logs, and upon the request of the Commission, make such logs available for review by the Commission for determination of the licensee's adherence to the implemented operational and maintenance Codes;
 - (c) make its facilities available, without undue delay or obstruction, to officer(s) authorized by the Commission to perform on-site inspections. Access shall be provided upon reasonable notice and with the Licensee's consent, which shall not be unreasonably withheld

9. ENVIRONMENTAL, HEALTH & SAFETY OBLIGATIONS

- 9.1. The Licensee shall comply with all environmental, health, and safety laws in force from time to time.
- 9.2. The Licensee shall operate its undertaking in a manner that protects the health and safety of utility employees and the public.
- 9.3. The PUC, after consultation with appropriate agencies, will use its best effort to secure orders exempting the Licensee from certain environmental obligations if permitted under applicable laws.

10. CONFIDENTIALITY AND USE OF INFORMATION

- 10.1. The Licensee shall maintain the confidentiality of information regarding other licensees in accordance with any applicable agreements and shall not disclose such information to third parties (except to the Public Utilities Commission or as required by a court order).
- 10.2. Any confidential information received must be used solely for purposes for which it was provided or as permitted under this Licence and not for any unauthorized commercial advantage.
- 10.3. The disclosing party may request confidential treatment for any commercially sensitive information provided to Licensee.

11. SURRENDER OF LICENCE

- 11.1. The Licensee may surrender this Licence and discontinue the relevant electricity activity subject to any applicable agreements and with the written approval from the PUC, which shall not be unreasonably withheld.

12. FORFEITURE

- 12.1. Notwithstanding the term of the Licence, if after one (1) year from the issuing of the Registration Certificate, the Licensee fails to engage in the electricity function or activities, the Licensee shall forfeit the licence, unless the PUC determines that such delay was due to events beyond the Licensee's reasonable control, in which case a longer period may be granted. Upon forfeiture under this clause, there shall be no refund of any fees, or charges whatsoever that have been paid in respect of this granting of the Licence.

13. PROVISION OF INFORMATION

- 13.1. The Licensee shall enable the Single Buyer to collect relevant electricity production and consumption data and information to enable periodic reports to the Commission in respect of the Electricity Industry, including inter alia the filing of monthly reports having form and content prescribed by the Commission.
- 13.2. The Licensee shall promptly notify the PUC in writing of any of the following events:
 - (a) Any accident involving electric shock or any event causing or likely to cause loss of life or personal injury, including explosions or fires arising from the generation, transformation, conversion, transmission, distribution, or supply of electrical energy. Notification must be provided within 48 hours electronically and/or via post .
 - (b) Any forced outage affecting a significant portion of the electricity function or activity for an extended period of time, as specified in any relevant Code or Directive.

- (c) Where a Licensee becomes aware that he is in breach of any material obligation or terms and conditions under this Licence, or that such a breach is reasonably likely to occur, the Licensee shall promptly bring this matter to the attention of the PUC.

14. EXCEPTIONS AND LIMITATIONS

- 14.1. Unless the context otherwise requires the Licensee's obligations under these Conditions have effect subject to the following exceptions and limitations.
- 14.2. If the Licensee is prevented from performing any of its obligations due to Force Majeure, the Licensee shall notify the PUC as soon as practicable, detailing the affected obligations.
- 14.3. The PUC may suspend the affected obligations for the duration of the Force Majeure if it is determined that the inability to perform was unavoidable and not preventable by reasonable alternative measures.

15. LICENCE FEE

- 15.1. The Licensee shall pay to the PUC such fees as may be prescribed from time to time under the Act or any relevant Regulations.

Part III REVOCATION

16. MODES OF REVOCATION

16.1. Notwithstanding any other provision of this Licence, the Commission may at any time revoke this Licence by giving not less than 30 days' notice in writing to the Licensee.

- (a) if the Licensee agrees in writing with the Commission that this Licence should be revoked;
- (b) if the Licensee fails to comply with an order or direction of the Commission in exercise of a power to make such an order or direction under the PUC Act, the Act and such order or direction is not subject to proceedings for review and appeal;
- (c) if the Licensee ceases to carry on the undertaking, as authorized by this Licence;
- (d) if it is established that the Licensee submitted false information in its Licence application.

16.2. The PUC may review its decisions on revocation pursuant to Clause 6.

Part IV: OTHER OBLIGATIONS

17. GOVERNING LAW

17.1. The Licence shall be governed by and construed in accordance with the laws of Belize.

18. SEVERABILITY

18.1. Every condition and part thereof shall be construed as a separate and severable provision so that if any condition or part thereof is held to be invalid, unenforceable or illegal for any reason, the remainder of the Licence shall remain in full force in every aspect.

19. NOTICES

19.1. The provisions of subsections (2) to (5) of Section 42 of the Act shall apply for the purposes of the service of any notice under this Licence.

19.2. Notices to the PUC under the Licence shall be in writing and delivered to the Chairperson of the PUC at the business address of the PUC.

DEAN E. MOLINA
CHAIRPERSON

SCHEDULE A: MINOR SELF GENERATION & SUPPLY

1. SCOPE OF LICENCE

- 1.1. The PUC hereby grants the Licensee a non-exclusive, non-transferable licence to install, operate, and minor self-generation equipment at the premises specifically described and provided by the Licensee in the prescribed registration form.
- 1.2. The Licensee is authorized to generate electricity solely for the purpose of supplying electricity to the premises and for self-consumption only.
- 1.3. The Licensee shall not use the minor self-generation equipment to supply electricity to any other premises or for any commercial purpose.
- 1.4. The total generation capacity of the self-generation equipment shall not exceed the thresholds provided for by in the Electricity Licensing and Consent Regulations.

2. COMPLIANCE WITH LAWS AND REGULATIONS

- 2.1. The Licensee shall obtain all necessary permits, approvals, and certifications required for the installation and operation of the minor self-generation equipment.

3. INSTALLATION AND OPERATIONS & MAINTENANCE

- 3.1. The Licensee shall notify the PUC in writing at least five (5) working days prior to the installation of the minor self-generation equipment.
- 3.2. The Licensee shall ensure that the minor self-generation equipment is installed and operated in a manner that does not pose a risk to public safety, the integrity of the grid, or the environment. The Licensee is responsible for the maintenance, repair, and safe operation of the minor self-generation equipment.
- 3.3. The Licensee shall maintain a log of all operations of the minor self-generation equipment, including dates, times, and duration of use, and shall make such records available to the PUC upon request.
- 3.4. The PUC reserves the right to inspect the minor self-generation equipment at any reasonable time to ensure compliance with this Licence and applicable regulations.

4. LIABILITY AND INDEMNITY

- 4.1. The Licensee shall indemnify and hold harmless the PUC from and against any claims, damages, losses, or liabilities arising out of or in connection with the installation, operation, or maintenance of the minor self-generation equipment.
- 4.2. The PUC shall not be liable for any interruption, failure, or defect in the Licensee's minor self-generation equipment or the supply of electricity therefrom.

SCHEDULE B: SPECIFIC TERMS AND CONDITIONS FOR MINOR DISTRIBUTED GENERATION

1. SCOPE OF LICENCE

- 1.1. The PUC hereby grants the Licensee a non-exclusive, non-transferable licence to install, operate, and maintain minor distributed generation equipment at the specific premises described and provided by the Licensee in the prescribed registration form.
- 1.2. The Licensee is authorized to generate electricity primarily for self-consumption and to sell excess electricity to the Single Buyer in accordance with the terms of the Licence and applicable Regulations.
- 1.3. The Licensee shall not use the minor distributed generation equipment to supply electricity to any other premises or for any commercial purpose.
- 1.4. The total generation capacity of the minor distributed generation equipment shall not exceed the thresholds provided for by in the Electricity Licensing and Consent Regulations.

2. COMPLIANCE WITH LAWS AND REGULATIONS

- 2.1. The Licensee shall obtain all necessary permits, approvals, and certifications required for the installation and operation of the minor distributed generation.

3. INSTALLATION AND OPERATIONS & MAINTENANCE

- 3.1. The Licensee shall notify the Regulator in writing at least five (5) working days prior to the installation of the minor distributed generation.
- 3.2. The Licensee shall ensure that the minor distributed generation is installed and operated in a manner that does not pose a risk to public safety, the integrity of the grid, or the environment. The Licensee is responsible for the maintenance, repair, and safe operation of the minor distributed generation.
- 3.3. The PUC reserves the right to inspect the minor distributed generation at any reasonable time to ensure compliance with this Licence and applicable regulations.
- 3.4. The Licensee shall not use and operate any apparatus or equipment or permit or cause the same to be used or operated in any manner which causes interference with any other electricity services

operating in Belize. In case of any such interference, the Licensee shall comply with all instructions given to it by the PUC in respect of the use and operation of the said equipment.

4. DETERMINATION AND PUBLICATION OF TARIFFS AND CHARGES

- 4.1. The Commission shall approve such rates and charges as may be prescribed from time to time under the Act or any relevant Regulations.

5. SALE OF EXCESS ELECTRICITY

- 5.1. The Licensee is permitted to sell excess electricity generated by the distributed generation equipment to the Single Buyer subject to the terms of a commercial interconnection agreement.
- 5.2. The Licensee shall comply with all metering, billing, and reporting requirements as specified by the PUC.

6. LIABILITY AND INDEMNITY

- 6.1. The Licensee shall indemnify and hold harmless the PUC from and against any claims, damages, losses, or liabilities arising out of or in connection with the installation, operation, or maintenance of the minor distributed generation.
- 6.2. The PUC shall not be liable for any interruption, failure, or defect in the Licensee's minor distributed generation or the supply of electricity therefrom.

SCHEDULE C: SPECIFIC TERMS AND CONDITIONS FOR BACKUP GENERATION AND SUPPLY

1. SCOPE OF LICENCE

- 1.1. The PUC hereby grants the Licensee a non-exclusive, non-transferable licence to install, operate, and maintain backup generation equipment at the specific premises described and provided by the Licensee in the prescribed registration form.
- 1.2. The Licensee shall not use the backup generation equipment to supply electricity to any other premises or for any commercial purpose.

2. COMPLIANCE WITH LAWS AND REGULATIONS

- 2.1. The Licensee shall obtain all necessary permits, approvals, and certifications required for the installation and operation of the backup generation equipment.

3. INSTALLATION AND OPERATIONS & MAINTENANCE

- 3.1. The Licensee shall notify the PUC in writing at least five (5) working days prior to the installation of the backup generation equipment.
- 3.2. The Licensee shall ensure that the backup generation equipment is properly isolated from the grid to prevent back-feeding of electricity.
- 3.3. The Licensee shall ensure that the backup generation equipment is installed and operated in a manner that does not pose a risk to public safety, the integrity of the grid, or the environment. The Licensee is responsible for the maintenance, repair, and safe operation of the backup generation equipment
- 3.4. The Licensee shall maintain a log of all operations of the backup generation equipment, including dates, times, and duration of use, and shall make such records available to the Regulator upon request.
- 3.5. The PUC reserves the right to inspect the backup generation equipment at any reasonable time to ensure compliance with this Licence and applicable regulations.

4. LIABILITY AND INDEMNITY

- 4.1. The Licensee shall indemnify and hold harmless the PUC from and against any claims, damages, losses, or liabilities arising out of or in connection with the installation, operation, or maintenance of the backup generation equipment.
- 4.2. The PUC shall not be liable for any interruption, failure, or defect in the Licensee's backup generation equipment or the supply of electricity therefrom.