



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

Backup Generation and Supply
Minor Self-Generation and Supply
Minor Distributed Generation
Intermediate Self-generation and Supply
Intermediate Distributed Generation

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[PLACEHOLDER]



PART I: TERMS OF THE LICENCE

1. INTERPRETATION

- 1.1. 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.
- 1.2. Any word or expression defined for the purposes of any provision of the Act shall, unless the contrary intention appears, have the same meaning when used in this Licence.
- 1.3. In the Conditions unless the context otherwise requires:

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

"Associate of the Licensee" means any person that directly or indirectly controls or is controlled by or is under the control or influence of another person, and shall include any partner, shareholder, warrant holder, member, director, officer, or manager of any such person.

“Authorised Area” means the area described in Schedule A of this Licence.

“Commencement Date” means **xxxxx 2026**;

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

"Disposal" includes any sale, gift, lease, 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.

“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;

"Generation Business" means the business of the Licensee of generation of electricity being a business involving generation sets.

"Generation set" means any plant or apparatus for the production of electricity and shall, where appropriate, include a generating station comprising more than one generation set.

"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 electrical function or activities in Part I of this Licence;

"Licensed Businesses" means the Generation and Supply Business owned and operated by the Licensee and where the context so permits, each and every one of them.

"Licensee" means the person authorised by the Commission and, for the avoidance of doubt, does not include any Associates of the Licensee;

"Letter of Authorisation" means a written notification issued by the PUC confirming that the electricity function or activities identified in Part I of this Licence fall within the scope of this Licence and may be undertaken by the person.

"PUC Act" means The Public Utilities Commission Act, Revised Edition, 2020;

"PUC" means the Commission as defined in this Part I;

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

"Relevant Asset" means any material asset for the time being used in the Licensee's Generation Business or forming part of the transmission and supply systems and any legal or beneficial interest in land upon which any of the foregoing is situate.

"Supply Business" means the business of the Licensee as distributor and supplier of electricity in Belize, to premises within the Authorized Area as per Schedule A.

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

2. LICENSED ELECTRICAL 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, 2026, as amended, and all other powers thereunto enabling, hereby grants a LICENCE TO ALL PERSONS, to provide any of the following electricity activities:

- (a) Backup Generation and Supply
- (b) Minor Self-Generation and Supply
- (c) Minor Distributed Generation
- (d) Intermediate Self-generation and Supply
- (e) Intermediate Distributed Generation

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 on the Letter of Authorisation;
- (b) the date on which the Licence is surrendered in accordance with Section 15 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 Part III of this Licence.

3.2. The Licence may be further renewed on the Licensee's application, as governed by the Electricity Licensing and Consent Regulations, 2026, from the date identified in Condition 3.1(a) above, and such renewal shall be subject to such terms and conditions as the PUC may specify upon renewal.

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.

- 4.2. The Conditions are subject to modification or amendment in accordance with their terms or in accordance with the Act and any subsidiary legislation made thereunder.

5. COMPLIANCE

- 5.1. The Licensee shall comply with the provisions of the Act, the Public Utilities Commission 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. 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.
- 5.4. 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.
- 5.5. Notwithstanding any rights or obligations conferred by this Licence, the Licensee shall comply at all times with the provisions of the Act and any subsidiary legislation in so far as such provisions are applicable to it.
- 5.6. The Commission authorizes the Licensee to act as necessary for the purposes of exercising its rights, fulfilling its obligations and performing its functions under this Licence and grants to the Licensee all of the relevant powers referred to in the Act for such purposes.
- 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. 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, 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 Part III below.
- 5.9. This Licence does not grant consent for interconnection services; the Licensee must separately secure such services from the Network and Retail Licensee.
- 5.10. 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.
- 5.11. The Licensee shall comply with all metering, billing, and reporting requirements as specified by the PUC.

6. FAILURE TO ADHERE TO THE TERMS OF 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.

8. LIABILITY AND INDEMNITY

- 8.1. 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 generation equipment related to the electrical activities referred to in paragraph 2.1.
- 8.2. The PUC shall not be liable for any interruption, failure, or defect in the Licensee's generation equipment or the supply of electricity therefrom related to the electrical activities referred to in paragraph 2.1.

PART II: LICENCE CONDITIONS

9. STANDARDS OF PERFORMANCE

- 9.1. The Licensee shall conduct its Licenced Businesses in a manner which it reasonably considers to be best calculated to achieve the standards of performance, across multiple areas to ensure safe, reliable, efficient, and environmentally compliant operation, as may be
- (a) prescribed by Regulations, Byelaws, Orders, directions or other subsidiary legislation or administrative orders of the Commission promulgated or issued in writing or served upon the Licensee pursuant to any powers contained in the Act or this License, and
 - (b) set out in the Codes of Practice required to be prepared by the Licensee pursuant to the Section 10 below.
- 9.2. The Licensee shall respect and have due regard for the rights of other licensees in accordance with any applicable provisions in the Act, Regulations, and Byelaws of the Commission. The Licensee shall cooperate as necessary to permit such other licensees to undertake the activities they are authorized to undertake within the power system and regulatory framework of Belize.

10. COMPLIANCE WITH OPERATIONAL CODES

- 10.1. The Licensee shall, in consultation with the Commission, prepare and at all times have in force and shall implement and (subject to paragraph 10.6 of this Condition) comply with the following Codes of Practice:
- (a) a Code governing the operations of the Supply Business and the distribution and supply of electricity within and from the supply system including, without limitation, all material technical aspects relating to connections to and the operation and use of the supply system and electrical plant connected to the supply system and which is designed so as to permit the development, maintenance and operation of an efficient, and coordinated system for the distribution and supply of electricity within the Authorized Area;
 - (b) a Code governing the operations of the Generation Business and the production of electricity from generation sets and which is designed so as to permit the development, maintenance and operation of an efficient, coordinated and economical system for the production of electricity and the optimization of generation from such system.
- 10.2. The Licensee shall comply with the applicable provisions of relevant operational codes.
- 10.3. It shall be incumbent on the Licensee to:

- (a) implement and comply with operational and maintenance Codes, referred to in paragraph 10.1(b), that are in accordance with best practices for the relevant technology of generation sets;
- (b) maintain detailed and updated 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, upon reasonable notice, without undue delay or obstruction, to officer(s) authorized by the Commission to perform on-site inspections. It is an offence for any person acting on behalf of the Licensee to frustrate the work of persons authorized by the Commission to monitor the compliance of the Licensee with any of its obligation under this Licence or any other Law.

10.4. The Licensee shall, with the concurrence of the Commission, periodically review the Codes referred to in paragraph 10.1 and their implementation. Following any such review, the Licensee shall send to the Commission:

- (a) a report on the outcome of such review;
- (b) any proposed revisions to any of the Codes from time to time as the Licensee (having regard to the outcome of such review) reasonably thinks fit for the achievement of the objectives referred to in paragraph 10.1; and
- (c) revisions to any of the codes proposed by the Licensee and sent to the Commission pursuant to paragraph 10.4(b) shall require to be approved by the Commission.

10.5. Having regard to any written representations or objections, and in any event following such consultation as may be reasonable and appropriate, the Commission may issue a directive requiring the Licensee to revise the Codes in such manner as may be specified in the directive, and the Licensee shall forthwith comply with any such directives.

10.6. The Commission may, after consultation with the Licensee, issue directives relieving the Licensee of its obligations under any of the Codes to such extent and for such period as may be specified in the directives.

11. ENERGY SUPPLY PERFORMANCE

11.1. In respect of its Generation Business, the Licensee shall prepare an annual statement in a form approved by the Commission showing in respect of each preceding year of the Licensee in increments on one month the demand actualized and forecasted demand on each part of the Generation System;

11.2. In respect of its Supply Business, the Licensee shall prepare an annual statement in a form approved by the Commission:

- (a) Supply actualized and forecasted supply on each part of the Generation System;
- (b) performance benchmarks for key metrics, including voltage, frequency and reactive power; and
- (c) fault levels.

11.3. The Licensee shall, when required by the Commission, prepare and submit:

- (a) regular reports on any aspect of its Licensed Businesses; and
- (b) information or reports in the conduct of an investigation or in the carrying out of its surveillance of any matter related to electricity.

12. ENVIRONMENTAL, HEALTH & SAFETY OBLIGATIONS

12.1. The Licensee shall comply with Section 49 of the Act and at all times comply with and have regard to those matters relating to preservation of the amenities and fisheries referred to in the Second Schedule to the Act.

12.2. The Licensee shall at all times comply with any relevant Laws that deal with health and safety.

12.3. The Licensee shall operate its undertaking in a manner that protects the health and safety of utility employees and the public.

13. PROHIBITED DISPOSAL OF RELEVANT ASSETS

13.1. The Licensee shall not dispose of or relinquish operational control over any Relevant Asset otherwise than in accordance with the following paragraphs of this Condition.

13.2. Save as provided in paragraph 13.3, the Licensee shall give to the Commission not less than six (6) months prior written notice of its intention to dispose of or relinquish operational control over any Relevant Asset together with such further information as the Commission may request relating to such asset or the circumstances of such intended disposal or relinquishment of control or to the intentions with regard thereto of the person proposing to acquire such assets or operational control over such asset.

13.3. Notwithstanding paragraphs 13.1 and 13.2, the Licensee may dispose of or relinquish operational control over any Relevant Asset:

- (a) where:
 - i. the Commission has issued directions for the purposes of this Condition containing a general consent (whether or not subject to conditions) to:

- A. transactions of a specified description; or
 - B. the disposal of or relinquishment of operational control over Relevant Assets of a specified description; and
- ii. the transaction or the Relevant Asset are of a description to which such directions apply and the disposal or relinquishment is in accordance with any conditions to which the consent is subject;
- (b) where the disposal or relinquishment of operational control in question is required by or under any enactment or subordinate legislation.
- 13.4. Notwithstanding paragraph 13.1, the Licensee may dispose of or relinquish operational control over any Relevant Asset as is specified in any notice given under paragraph 13.2 in circumstances where:
- (a) the Commission confirms in writing that it consents to such disposal or relinquishment (which consent may be made subject to the acceptance by the Licensee or any third party in favour of whom the Relevant Asset is proposed to be disposed or operational control is proposed to be relinquished of such conditions as the Commission may specify); or
 - (b) the Commission does not inform the Licensee in writing of any objection to such disposal or relinquishment of control within the notice period referred to in paragraph 13.2.

14. REPLACEMENT OR UPGRADE OF GENERATION FACILITIES

- 14.1. The Licensee shall not replace any generation facilities without the prior written consent of the Commission.
- 14.2. Where the Licensee plans to replace or upgrade its generation facilities, it must first provide to the Commission a detailed proposal (the "Proposal").
- 14.3. The Licensee's Proposal shall be granted or denied by the Commission acting in its sole discretion.

15. SURRENDER OF LICENCE

- 15.1. The Licensee shall not be entitled to surrender this Licence, nor cease to fulfil its duties during the term of this Licence, without the written approval from the Commission.
- 15.2. A Licensee that intends to surrender its Licence shall provide the PUC with no less than ninety (90) days written notice of its intention to do so.
- 15.3. The Licensee shall enter into an agreement with the PUC on the terms and conditions of the surrender, with particular regard to any obligation imposed under the Licence, the Act, PUC Act, Regulations, or any other law.

- 15.4. The Licence shall be deemed surrendered and the PUC shall cancel the Licence if the PUC is satisfied that the Licensee has fully discharged, or has made acceptable arrangements to discharge, all liabilities and obligations arising under the Licence, the Act, PUC Act, Regulations, or any other law.

16. FORFEITURE

- 16.1. Notwithstanding the term of the Licence, if after one (1) year from the issuing of the Letter of Authorisation, 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.

17. EXCEPTIONS AND LIMITATIONS

- 17.1. Unless the context otherwise requires the Licensee's obligations under these Conditions have effect subject to the following exceptions and limitations.
- 17.2. The Licensee shall not be held to have failed to comply with an obligation imposed upon it by or under these Conditions if and to the extent that the Licensee is prevented from complying with that obligation by an act of God (including but not limited to, hurricanes, earthquakes, floods, fires or riots) or of the public enemy, shortages of fuel supply, or actions of others (including but not limited to strikes, lockouts or other industrial disturbance), not within the control or arising from the fault of the Licensee and sufficiently serious or material to prevent fulfilment of its obligations and performance by the Licensee of its functions hereunder.
- 17.3. In so far as this Licence imposes any obligation upon Licensee to provide a service it shall not apply:
- (a) where provision of the service requested would expose any person engaged in its provision to undue risk to health or safety; or
 - (b) where in the opinion of the Commission it is not economical or reasonably practicable in all the circumstances for the Licensee to provide the service requested at the time or place demanded.

18. LICENCE FEE

- 18.1. Licence fees applicable to this Licence shall be governed by the Electricity Licensing and Consent Regulations, 2026, as amended from time to time.

19. ASSOCIATES OF THE LICENSEE

19.1. Subject to paragraphs 19.2 and 19.4 below, the rights and obligations of the Licensee under this Licence shall be deemed to mutually apply to any Associate of the Licensee.

19.2. Without limitation of the foregoing and without prejudice to the Licensee's obligations under these Conditions, where:

- (a) any Associate of the Licensee does anything which the Licensee is prohibited from doing under these Conditions or fails to do anything which the Licensee is in the circumstances required to do under these Conditions; and
- (b) the Commission is of the opinion that:
 - i. in consequence the Licensee is seeking to or is in a material and substantial way avoiding obligations which would apply under these Conditions if the thing had been done or not done by the Licensee; and
 - ii. that, having regard to the duties delegated to the Commission pursuant to the Act the Commission ought to make a direction under this Condition;

then the Licensee shall take such reasonable steps to ensure that the Associate ceases to do that thing or otherwise remedies the matter in such a manner as the Commission so directs.

19.3. These Conditions do not apply in respect of any business of the Licensee or any Associate of the Licensee other than the Electricity Generation.

19.4. This Condition shall not apply to any Associate of the Licensee if and to the extent that the Commission so determines.

Part III REVOCATION

20. MODES OF REVOCATION

20.1. Notwithstanding any other provision of this Licence, the Commission may at any time revoke this Licence by not less than thirty (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 any amount payable under Condition 18 is unpaid thirty (30) days after it has become due and remains unpaid for a period of fourteen (14) days after the Commission has given the Licensee notice that the payment is overdue. Provided that no such notice shall be given earlier than the sixteenth (16th) day after the day on which the amount payable became due;
- (c) 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;
- (d) if the Licensee ceases to carry on the undertaking, as authorized by this Licence;
- (e) if it is established that the Licensee submitted false information in its Licence application;
or
- (f) if the Licensee:
 - (i) enters into receivership or liquidation;
 - (ii) ceases to carry on any of the Licensed Business;

Part IV: OTHER OBLIGATIONS

21. GOVERNING LAW

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

22. SEVERABILITY

22.1. 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.

23. NOTICES

23.1. 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.

23.2. 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: SPECIFIC TERMS AND CONDITIONS FOR BACKUP GENERATION & SUPPLY

1. SCOPE OF LICENCE

- 1.1. The PUC hereby grants the Licensee a non-exclusive, non-transferable licence to install, operate, and intermediate self-generation equipment at the premises specifically 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.

3. INSTALLATION, OPERATIONS & MAINTENANCE

- 3.1. The Licensee shall notify the PUC in writing at least five (5) working days prior to the installation and commissioning 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 PUC 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.

SCHEDULE B: SPECIFIC TERMS AND CONDITIONS FOR 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.
- 1.5. In the event that the Licensee becomes grid-connected –
 - (a) as a customer of Belize Electricity Limited; or
 - (b) by means of distributed generation equipment for the purpose of exporting excess electrical output supply to Belize Electricity Limited or any Single Buyer pursuant to the terms of a commercial interconnection agreement.

this Licence shall be deemed immediately surrendered and the PUC shall immediately cancel the Licence. Upon such occurrence, the Licensee shall not operate or engage in any grid-connected electricity activities under this licence.

- 1.6. Upon a surrender of licence under 1.5, the Licensee shall submit a fresh application to the Commission for the grant of a new licence appropriate to the system capacity and the nature of the proposed grid-connected electricity activities. The application shall be made in accordance with the accompanied by the payment of all applicable fees prescribed by the PUC from time to time.
- 1.7. Where by virtue of condition 1.5, this Licence is deemed to be surrendered, the PUC shall forfeit this Licence, and the terms and conditions applicable to a grid-connected licence shall immediately take effect, inclusive of the applicable fee structure prescribed by the PUC.

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, OPERATIONS & MAINTENANCE

- 3.1. The Licensee shall notify the PUC in writing at least five (5) working days prior to the installation and commissioning 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. PROVISION OF INFORMATION

- 4.1. The Licensee shall report to the Commission:
 - (a) All relevant electricity production and consumption data and information as described in section 11; and
 - (b) Promptly on 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.
 - (c) 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.
- 4.2. In addition, within sixty (60) days of the end of each anniversary year, the Licensee shall submit to the Commission a report setting out those matters referred to in paragraph 4.1 above in respect of the previous anniversary year. The Licensee shall, if required by the Commission, publish a summary of the report in a manner approved by the Commission.

SCHEDULE C: 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 equipment.

3. INSTALLATION, OPERATIONS & MAINTENANCE

- 3.1. The Licensee shall notify the PUC in writing at least five (5) working days prior to the installation and commissioning 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. PROVISION OF INFORMATION

- 4.1. 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.
- 4.2. The Licensee shall report to the Commission:
 - (a) promptly on 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; and
 - (b) all relevant electricity production and consumption data and information as described in section 11; and
 - (c) 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.
 - (d) details on an annual basis as to which service standards and performance standards it has complied with and which standards it has failed to meet; and
 - (e) where service and performance standards have not been met details regarding any interventions made to rectify such service and performance deficiencies during the last year.
- 4.3. In addition, no later than sixty (60) days of the end of each anniversary of the Commencement Date, the Licensee shall submit to the Commission a report setting out those matters referred to in paragraph 4.2 above in respect of the previous a year. The Licensee shall, if required by the Commission, publish a summary of the report in a manner approved by the Commission.
- 4.4. If the Licensee fails to meet its required service standards as set forth in this Licence, the Grid Code, or codes of practice, the Licensee shall forthwith discuss with the Commission the reasons for any non-compliance and the steps that the Licensee intends to take in order to remedy such non-compliance.
- 4.5. The Commission shall give the Licensee reasonable time to implement the remedial measures notified by the Licensee to the Commission pursuant to paragraph 4.4 above.
- 4.6. If after the Licensee has been given a reasonable opportunity by the Commission to implement the steps it has outlined to the Commission under paragraphs 4.4 and 4.5 above, the Licensee still fails to meet its required service standards, the provisions in paragraph 4.7 below shall apply.

- 4.7. The Licensee shall be liable for and shall promptly pay all applicable penalties associated with its failure to meet standards of performance, including *inter alia* availability and quality of service standards, in accordance with the methodology to determine penalties and process for payment set forth in any applicable Byelaws or administrative Orders enacted by Commission in exercise of the powers conferred upon it by the Act.

5. DETERMINATION AND PUBLICATION OF TARIFFS AND CHARGES

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

6. SALE OF EXCESS OF ELECTRICITY

- 6.1. 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.

SCHEDULE D: SPECIFIC TERMS AND CONDITIONS FOR INTERMEDIATE 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 intermediate 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 intermediate 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.
- 1.5. In the event that the Licensee becomes grid-connected –
 - (a) as a customer of Belize Electricity Limited; or
 - (b) by means of distributed generation equipment for the purpose of exporting excess electrical output supply to Belize Electricity Limited or any Single Buyer pursuant to the terms of a commercial interconnection agreement.

this Licence shall be deemed immediately surrendered and the PUC shall immediately cancel the Licence. Upon such occurrence, the Licensee shall not operate or engage in any grid-connected electricity activities under this licence.

- 1.6. Upon a surrender of licence under 1.5, the Licensee shall submit a fresh application to the Commission for the grant of a new licence appropriate to the system capacity and the nature of the proposed grid-connected electricity activities. The application shall be made in accordance with the accompanied by the payment of all applicable fees prescribed by the PUC from time to time.
- 1.7. Where by virtue of condition 1.5, this Licence is deemed to be surrendered, the PUC shall forfeit this Licence, and the terms and conditions applicable to a grid-connected licence shall immediately take effect, inclusive of the applicable fee structure prescribed by the PUC.

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 intermediate self-generation equipment.

3. INSTALLATION, OPERATIONS & MAINTENANCE

- 3.1. The Licensee shall notify the PUC in writing at least five (5) working days prior to the installation and commissioning of the intermediate self-generation equipment.
- 3.2. The Licensee shall ensure that the intermediate 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 intermediate self-generation equipment.
- 3.3. The Licensee shall maintain a log of all operations of the intermediate 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 intermediate self-generation equipment at any reasonable time to ensure compliance with this Licence and applicable regulations.

4. PROVISION OF INFORMATION

- 4.1. The Licensee shall report to the Commission:
 - (a) All relevant electricity production and consumption data and information as described in section 11; and
 - (b) Promptly on 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.
 - (c) 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.
- 4.2. In addition, within sixty (60) days of the end of each anniversary year, the Licensee shall submit to the Commission a report setting out those matters referred to in paragraph 4.1 above in respect of the previous anniversary year. The Licensee shall, if required by the Commission, publish a summary of the report in a manner approved by the Commission.

SCHEDULE E: SPECIFIC TERMS AND CONDITIONS FOR INTERMEDIATE 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 intermediate 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 intermediate distributed generation equipment to supply electricity to any other premises or for any commercial purpose.
- 1.4. The total generation capacity of the intermediate 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 intermediate distributed generation.

3. INSTALLATION, OPERATIONS & MAINTENANCE

- 3.1. The Licensee shall notify the PUC in writing at least five (5) working days prior to the installation and commissioning of the intermediate distributed generation.
- 3.2. The Licensee shall comply with the applicable provisions of the Grid Code, ensuring adherence to all technical and operational requirements specified therein.
- 3.3. The Licensee shall ensure that the intermediate 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 intermediate distributed generation.
- 3.4. The PUC reserves the right to inspect the intermediate distributed generation at any reasonable time to ensure compliance with this Licence and applicable regulations.

- 3.5. 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. PROVISION OF INFORMATION

- 4.1. 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.
- 4.2. The Licensee shall report to the Commission:
 - (a) promptly on 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; and
 - (b) all relevant electricity production and consumption data and information as described in section 11; and
 - (c) 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.
 - (d) details on an annual basis as to which service standards and performance standards it has complied with and which standards it has failed to meet; and
 - (e) where service and performance standards have not been met details regarding any interventions made to rectify such service and performance deficiencies during the last year.
- 4.3. In addition, no later than sixty (60) days of the end of each anniversary of the Commencement Date, the Licensee shall submit to the Commission a report setting out those matters referred to in paragraph 4.2 above in respect of the previous a year. The Licensee shall, if required by the Commission, publish a summary of the report in a manner approved by the Commission.
- 4.4. If the Licensee fails to meet its required service standards as set forth in this Licence, the Grid Code, or codes of practice, the Licensee shall forthwith discuss with the Commission the reasons for any non-compliance and the steps that the Licensee intends to take in order to remedy such non-compliance.
- 4.5. The Commission shall give the Licensee reasonable time to implement the remedial measures notified by the Licensee to the Commission pursuant to paragraph 4.4 above.

- 4.6. If after the Licensee has been given a reasonable opportunity by the Commission to implement the steps it has outlined to the Commission under paragraphs 4.4 and 4.5 above, the Licensee still fails to meet its required service standards, the provisions in paragraph 4.7 below shall apply.
- 4.7. The Licensee shall be liable for and shall promptly pay all applicable penalties associated with its failure to meet standards of performance, including *inter alia* availability and quality of service standards, in accordance with the methodology to determine penalties and process for payment set forth in any applicable Byelaws or administrative Orders enacted by Commission in exercise of the powers conferred upon it by the Act.

5. DETERMINATION AND PUBLICATION OF TARIFFS AND CHARGES

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

6. SALE OF EXCESS OF ELECTRICITY

- 6.1. 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.

7. SPECIAL ARRANGEMENTS FOR EMERGENCIES

- 7.1. The Licensee shall, after consultation with such authorities responsible for Emergency Organizations, make plans or other arrangements for the provision or, as the case may be, the rapid restoration of electricity services as are practicable and may reasonably be required in Emergencies.
- 7.2. The Licensee shall, on request by such person as is designated for the purpose in the relevant plans or arrangements, implement those plans or arrangements in so far as it is reasonable and practicable to do so.
- 7.3. In this Condition, "Emergency Organizations" means:
 - (a) the police department, fire department, ambulance services and coastguard services of Belize;
 - (b) the National Emergency Management Organization (NEMO); and
 - (c) such other similar organizations providing assistance to the public of Belize in Emergencies, as the Commission may from time to time determine.

8. NO DISCRIMINATION OR UNFAIR PREFERENCE

8.1. The Licensee shall:

- (a) maintain transparency in its operations and decision-making processes to prevent any form of exclusion, market distortion, or discrimination.
- (b) document and make available, upon request by the Commission, all policies, procedures, and decisions that could impact market competition and fairness.

8.2. The Licensee shall:

- (a) comply with any direction in writing from the Commission aimed at preventing anti-competitive behaviour, market distortion, or discrimination;
- (b) implement corrective actions as directed by the Commission to address any identified issues of unfair preference or discrimination.

8.3. When directed by the Commission, the Licensee shall prepare and submit reports to the Commission detailing measures taken to ensure compliance with this condition. These reports may include data on service access, pricing, terms and conditions, and any complaints or disputes related to discrimination or unfair preference.