

Version Dated 30 January 2018

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**GAS TRANSPORTATION AGREEMENT
MOOMBA TO ADELAIDE PIPELINE SYSTEM**

**EPIC ENERGY SOUTH AUSTRALIA PTY LTD
(ABN 54 068 599 815)**

AND

**[User]
(ABN #)**

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GAS TRANSPORTATION AGREEMENT

DATED _____ 2018

BETWEEN:

EPIC ENERGY SOUTH AUSTRALIA PTY LTD (ABN 54 068 599 815) of 26 High Street, Dry Creek SA 5094 ("**Service Provider**");

AND

[COMPANY NAME] (ABN XX XXX XXX XXX) OF **[COMPANY ADDRESS]**) ("**User**").

WHEREAS:

- A. Service Provider together with its Related Bodies Corporate owns and operates the Pipeline System.
- B. User requires the Services.
- C. Service Provider has agreed to provide the Services to User on the terms and conditions set out in this Agreement.

IT IS AGREED:

1. DEFINITIONS

1.1 Definition of Terms

Accumulated Imbalance means, on a Day, the total of User's Imbalances.

Actual Receipts means, for a Day, the total quantity of Gas received into the Pipeline System from User on that Day as determined in accordance with clauses 15.1 – 15.6.

Additional Service Commercial Terms Schedule means a Commercial Terms Schedule for an additional Service to be provided under this Agreement.

Adelaide Metro Allocation Agreement means an agreement for the allocation of Gas in respect of the Adelaide Metro Delivery Point between Service Provider, User, and all other Users at the Adelaide Metro Delivery Point.

Adelaide Metro Delivery Point means the delivery point by that name in the Mainline Metro Zone specified in the relevant Commercial Terms Schedule.

Affiliate of a Party means a Related Body Corporate of that Party, together with each fund or other entity in respect of which the Related Body Corporate performs services as a manager, trustee or responsible entity.

Agreement means this Gas Transportation Agreement including all Schedules, as it may be amended, supplemented, restated, assigned or novated from time to time.

Alternate Delivery Point has the meaning given in clause 28.2(a).

Alternate Receipt Point has the meaning given in clause 28.3(a).

Angaston Lateral means the lateral on the Pipeline System known by that name.

Angaston Zone means the delivery point zone covering the group of delivery points located on the Angaston Lateral.

Australian Carbon Scheme means any scheme which:

- (a) limits, regulates, imposes Liability in respect of, or relates to, greenhouse gas emissions in Australia; and
- (b) requires the surrender of Permits in relation to those emissions or that Liability (including so as to avoid a Shortfall Charge),

including the scheme established by the *Clean Energy Act 2011* (Cth) and its associated legislation or any replacement or similar scheme.

Australian Carbon Scheme Law means any law, regulation, rule, code, guideline or other legislative or regulatory instrument that creates, regulates or relates to an Australian Carbon Scheme.

Authorised Overrun Service: means a service offered by Service Provider to a Firm Service User:

- (a) in consideration for the payment of a specific charge for that service; and
- (b) under which the Firm Service User may request, and Service Provider may authorise, the delivery to that Firm Service User on a Day of a quantity of Gas in excess of the Firm Service MDQ of that Firm Service User.

Authorised Overrun Service Users means a person that has entered into a contract with Service Provider for an Authorised Overrun Service, other than the User.

Authorised Variation has the meaning given in clause 10.2(d).

Bare Transfer means the transfer or assignment of all or part of User's Firm Service MDQ under this Agreement in circumstances where:

- (a) User's obligations under this Agreement remain in full force and effect after the transfer or assignment; and
- (b) the terms of this Agreement are not altered as a result of the transfer or assignment.

Business Day means any Day other than a Saturday, Sunday or public holiday in South Australia.

Capacity means the capacity of the Pipeline System or (if the context requires) a part of the Pipeline System (including a Receipt Point or Delivery Point) to deliver, or (if the context requires) receive, Gas on a Day and where 'Capacity' is used in relation to:

- (a) a Notional Receipt Point, the 'Capacity' of that Notional Receipt Point will be limited to the quantity of Gas that is scheduled to be, or is being, delivered for User and Other Users at the Delivery Point associated with that Notional Receipt Point on that Day; and
- (b) a Notional Delivery Point, the 'Capacity' of that Notional Delivery Point will be limited to the quantity of Gas that is scheduled to be, or is being, supplied by User and Other Users at the Receipt Point associated with that Notional Delivery Point on that Day.

Capacity Charges means the Firm Service Charge, Firm Bi-Directional Capacity Charge, Angaston Delivery Point Capacity Surcharge and the Whyalla Delivery Point Capacity Surcharge.

Carbon Cost means the reasonable costs incurred by Service Provider in respect of Gas delivered to User that arises out of, incident to or resulting from an Australian Carbon Scheme, including:

- (a) the costs of acquiring units, permits, allowances or credits (which may include the reasonable costs of managing the acquisition and surrender process) to meet an obligation imposed or to avoid a shortfall, penalty or fine under an Australian Carbon Scheme; and
- (b) the costs of undertaking activities intended to abate or sequester greenhouse gas emissions;

but excludes any related interest, penalties and fines (including any shortfall charges) imposed or incurred under an Australian Carbon Scheme.

Carbon Instruments has the meaning given in clause 19.1.

Change in Law means:

- (a) any law, regulation, rule, code, sub-code or procedure being introduced, amended or repealed in whole or in part;
- (b) the imposition of any Impost which was not in force as at the date of this Agreement;
- (c) the rate at which any Impost is levied being varied from the rate prevailing as at the date of this Agreement;
- (d) the basis on which any Impost is levied or calculated being varied from the basis on which it is levied or calculated as at the date of this Agreement;
- (e) a variation in the interpretation or administration of a law or regulation by a Government Agency or a court or tribunal; or
- (f) a scheme being introduced by any Government Agency providing for Service Provider to gain or hold any licence, permit or authorisation or providing for Service Provider to purchase, hold or surrender any certificate, permit or instrument or any such scheme being varied,

except to the extent that such imposition, amendment, repeal, variation or introduction relates to income tax or GST or constitutes a tax on the profits of Service Provider.

Claim includes any claim, action, demand, proceeding, suit or other action whether for payment of money (including damages) or any other relief or remedy:

- (a) under, arising out of or in connection with this Agreement;
- (b) arising out of or in connection with the Services; or
- (c) otherwise at law or in equity including:
 - (i) by statute;
 - (ii) in tort for negligence or otherwise; or
 - (iii) for restitution, including restitution based on unjust enrichment.

Clearance Day has the meaning given in clause 6.2(b)(ii).

Closing Balance is the closing balance of the Park Account determined under clause 17.7(d).

Commercial Terms Schedule means:

- (a) each commercial terms schedule to this Agreement setting out commercial terms applicable to the provision of a Service, including type of Service, Service Commencement Date, Service Term, applicable tariffs and charges, receipt and delivery points, MDQ and any special conditions applicable to the provision of that Service; and
- (b) includes the General Charge Schedule

Compressor Fuel means the quantity of Gas used as fuel in the provision of Pipeline Services, including fuel used in compressors on the Pipeline System and gas engine alternator fuel, but excluding Inlet/Outlet Compressor Fuel.

Conditions Precedent Satisfaction Date means the [insert date]

Confidential Information has the meaning given in clause 35.1.

Confirmed Quantities means, for a Day at a Receipt Point, User's confirmed quantity under clause 14.2 and each Other User's confirmed quantity under its contract for Pipeline Services with Service Provider, for that Day at that Receipt Point.

Consequential Losses includes:

- (a) special, indirect, remote, consequential and incidental losses or damages (whether or not they were or ought to have been foreseen or known by the other Party);
- (b) any loss of business opportunity, business interruption, loss of revenue, loss of access to markets, loss of goodwill, loss of business reputation, future reputation or publicity, increased overhead costs, damage to credit

rating, loss of use, loss of interest or loss of profit or anticipated loss of profit or revenue;

- (c) punitive or exemplary damages; and
- (d) third party financial or economic losses,

and any other similar loss.

Contracted Delivery Point MDQ means the Delivery Point capacity in relation to which Service Provider has contracted to User to provide the Firm Service, as set out in the relevant Commercial Terms Schedule.

Contracted Receipt Point MDQ means the Receipt Point capacity in relation to which Service Provider has contracted to User to provide the Firm Service as set out in the relevant Commercial Terms Schedule.

Counsel has the meaning given in clause 33.1(c)(i).

Corporations Act means *Corporations Act 2001* (Cth).

CRS has the meaning given in clause 30.1.

CRS User has the meaning given in clause 30.2(b).

Curtailment Notice has the meaning given in clause 24.5(a).

Daily Tier 1 Excess Imbalance Quantities means:

| Criteria | Daily Tier 1 Excess Imbalance Quantity |
|--|---|
| On a Day when the absolute value of the Accumulated Imbalance is less than the Tolerance Level | Zero |
| On a Day when the absolute value of the Accumulated Imbalance is within Tier 1 | The amount determined by subtracting the Tolerance Level from the absolute value of the Accumulated Imbalance |
| On a Day when the absolute value of the Accumulated Imbalance is within Tier 2 | The amount determined by subtracting the Tolerance Level from the maximum Tier 1 quantity |

Daily Tier 2 Excess Imbalance Quantities means:

| Criteria | Daily Tier 2 Excess Imbalance Quantity |
|--|---|
| On a Day when the absolute value of the Accumulated Imbalance is less than the minimum Tier 2 quantity | Zero |
| On a Day when the absolute value of the Accumulated Imbalance is within Tier 2 | The amount (in GJ) by which the absolute value of the Accumulated Imbalance exceeds the minimum Tier 2 quantity |

Day means:

- (a) subject to paragraph (b), a period of 24 consecutive hours beginning at 0600 hours Australian central standard time on each day and ending at 0600 hours Australian central standard time on the following day; or
- (b) such other period of time as may be:
 - (i) notified to User by Service Provider (which Notice must specify the date and time from which such other period of time will have effect for the purposes of this Agreement and any measures which may be required to effect a transition to such other period of time); or
 - (ii) required to be implemented by either of the Parties pursuant to any law applicable in South Australia.

Default has the meaning given in clause 32.1(b).

Default Charge Rate means the rate bearing that description set out in the General Charge Schedule, as adjusted during the Term in accordance with clause 18.2.

Delivery Points mean the Delivery Points as specified in the relevant Commercial Terms Schedule, and any New Delivery Points (including any Notional Delivery Point) determined in accordance with this Agreement. For the avoidance of doubt, the 'Park Delivery Point' is not a Delivery Point.

Delivery Point Reallocation has the meaning given in clause 28.2(a).

Disagreement has the meaning given in clause 33.1(c).

Disclosing Party has the meaning given in clause 35.1(d).

Direct Losses means, in relation to a Party, actual, direct and foreseeable costs, losses or damages incurred by that Party caused by, or resulting from, a breach of this Agreement by the other Party, and includes all charges or other amounts that would be payable by User to Service Provider under this Agreement during the Term, but does not include any Consequential Losses.

Dispute has the meaning given in clause 33.1.

Event of Default has the meaning given in clause 32.1.

Excess Imbalance has the meaning given in clause 17.4.

Excess Imbalance Charge means the charge referred to in clause 17.3.

Execution Date has the meaning given in clause 3(a).

Existing Delivery Point has the meaning given in clause 28.2(a).

Existing Firm Service User means a Firm Service User with an Existing Transportation Agreement.

Existing Receipt Point has the meaning given in clause 28.3(a).

Financial Matter has the meaning given in clause 33.2(b).

Firm Bi-Directional Charge means the charge bearing that description in the General Charges Schedule.

Firm Bi-Directional MDQ has the meaning given in Schedule 5.

Firm Park Maximum Balance Quantity means the quantity bearing that description specified in the Commercial Terms Schedule for the Firm Park Service.

Firm Park MDQ means the maximum quantity of Gas that User may request Service Provider to take from the Park Account at the Park Receipt Point or deliver into the Park Account at the Park Delivery Point under the Firm Park Service on a Day, as specified in the relevant Commercial Terms Schedule.

Firm Park Service has the meaning given in clause 6.1(b). Where 'Firm Park Service' is used in relation to an Other User, it has equivalent meaning.

Firm Park Service Charge means the charge bearing that description set out in the Commercial Terms Schedule for the Firm Park Service.

Firm Receipt has the meaning given in 5.1(d).

Firm Service has the meaning given in clause 5.1(b). Where the term 'Firm Service' or 'Firm Southern Haul Service' or 'Firm Northern Haul Service' is used in relation to an Other User, it has an equivalent meaning.

Firm Service Charge means the charge bearing that description set out in the Commercial Terms Schedule for the Firm Service.

Firm Service Charge Rate means the rate bearing that description set out in in the Commercial Terms Schedule for the Firm Service, as adjusted during the Term in accordance with clause 18.2.

Firm Service MDQ means the amount as specified in item 7 of the Commercial Terms Schedule for the Firm Service, provided that:

- (a) where the term 'Firm Service MDQ' is used in relation to a contract for Firm Service with an Other User, it means the maximum quantity of Gas that the Other User has contracted to have delivered in aggregate at all delivery points on the Pipeline System under a Firm Service on any Day and may be a Northern Haul or Southern Haul service (or both) as the context requires; and
- (b) where the term 'Firm Service MDQ' is used in relation to an Existing Transportation Agreement, it means the maximum quantity of Gas that the Other User is entitled to have delivered in aggregate at delivery points on the Pipeline System on a Day under the terms of the Existing Transportation Agreement and may be a Northern Haul or Southern Haul service (or both) as the context requires.

Firm Service Users means a person that has entered into a contract with Service Provider for a Firm Service, other than User and may be a Northern Haul or Southern Haul service (or both) as the context requires.

Gas means any hydrocarbons in a gaseous state and any mixture of one or more hydrocarbons in a gaseous state that may contain other gases (including the residue resulting from the treatment or processing of natural gas).

Gas Specification has the meaning given in clause 21.1.

General Charge Schedule means the schedule setting out the charges payable by User under this Agreement which are not specific to any particular Service, being Schedule 4.

GJ means one (1) gigajoule which is equal to 10^9 Joules.

Government Agency means any government or any governmental, semi-governmental, administrative, regulatory, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in Australia (whether federal, state or local) or any other part of the world.

GST has the same meaning as given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Imbalance means, for a Day, the difference between:

- (a) the amount being equal to:
 - (i) the quantity of Gas received by Service Provider from User into the Pipeline System on that Day including Gas received at any Notional Receipt Point; less
 - (ii) User's share of System Use Gas for that Day; plus
 - (iii) the Park Allocated Receipt Quantity; and
- (b) the amount being equal to:
 - (i) the quantity of Gas delivered by Service Provider to User from the Pipeline System on that Day including Gas delivered to a Notional Delivery Point; plus
 - (ii) the Park Allocated Delivery Quantity,

it being acknowledged that the Imbalance may be a positive number or a negative number.

Imbalance Correction Quantity means, for a Day, the quantity of Gas (if any) in respect of User that has been posted by Service Provider on the CRS, and which is required to be corrected by User under clause 17.2.

Impost means any tax, excise, charge, levy, duty, fee, rate, royalty (whether based on value, profit or otherwise) or impost levied, charged or imposed on Service Provider by any Government Agency and includes the cost of any certificate or instrument required to be acquired, but does not include GST.

Independent Expert has the meaning given in clause 33.1(a)(iv).

Information Recipient has the meaning given in clause 35.1.

Inlet/Outlet Compressor Fuel means the gas used in any compression facilities, including gas engine alternators and heaters, that are used to provide a pressure service at any Receipt Point or Delivery Point.

Insolvency Event means:

- (a) a "controller" (as defined in section 9 of the Corporations Act), administrator or similar officer is appointed in respect of a person or any asset of a person;
- (b) a liquidator or provisional liquidator is appointed in respect of a person;
- (c) any application (not withdrawn or dismissed within 7 Days) is made to a court for an order, an order is made, a meeting is convened or a resolution is passed, for the purpose of:
 - (i) appointing a person referred to in paragraphs (a) or (b) of this definition;
 - (ii) winding up or deregistering a person; or
 - (iii) proposing or implementing a scheme of arrangement;
- (d) any application (not withdrawn or dismissed within 7 Days) is made to a court for an order, a meeting is convened, a resolution is passed or any negotiations are commenced, for the purpose of implementing or agreeing:
 - (i) a moratorium of any debts of a person;
 - (ii) any other assignment, composition or arrangement (formal or informal) with a person's creditors; or
 - (iii) any similar proceeding or arrangement by which the assets of a person are subjected conditionally or unconditionally to the control of that person's creditors or a trustee,

or any agreement or other arrangement of the type referred to in this paragraph (d) is ordered, declared or agreed to;
- (e) as a result of the operation of section 459F(1) of the Corporations Act , a person is taken to have failed to comply with a statutory demand (as defined in that Act);
- (f) any writ of execution, garnishee order, mareva injunction or similar order, attachment, distress or other process is made, levied or issued against or in relation to any asset of a person;
- (g) the Commissioner of Taxation issues a notice to any creditor of a person under the *Taxation Administration Act 1953* (Cth) requiring that creditor to pay any money owing to that person to the Commissioner in respect of any tax or other amount required to be paid by that person to the Commissioner (whether or not due and payable) or the Commissioner advises that creditor that it intends to issue such a notice;
- (h) anything analogous to anything referred to in paragraphs (a) to (g) (inclusive) of this definition, or which has a substantially similar effect, occurs with respect to a person under any law of any jurisdiction; or

- (i) a person is, or admits in writing that it is, or is declared to be, or is taken under any applicable law to be (for any purpose), insolvent or unable to pay its debts.

Interconnect Parties means persons who operate Interconnect Facilities.

Interconnect Facilities means those pipeline facilities that are required to connect the Pipeline System to the facilities of User or of another person who receives and delivers Gas for User's account, which are necessary to enable Service Provider to receive or deliver Gas under this Agreement.

Interest Rate means the corporate overdraft reference rate for overdrafts of greater than \$100,000 (monthly charging cycle) applied from time to time by the Commonwealth Bank of Australia.

Interruptible Service has the meaning given in clause 5.2(b). Where the term 'Interruptible Southern Haul Service' or 'Interruptible Service' is used in relation to an Other User, it has an equivalent meaning and may be a Northern Haul or Southern Haul service (or both) as the context requires.

Interruptible Service Delivered Quantity means the quantity of Gas nominated by User and delivered under the Interruptible Service to User at each Delivery Point.

Interruptible Service Charge means the charge bearing that description set out in the Commercial Terms Schedule for the Interruptible Service.

Interruptible Service Charge Rate means the rate bearing that description set out in the Commercial Terms Schedule for the Interruptible Service, as adjusted during the Term in accordance with clause 18.2.

Interruptible Service MDQ has the meaning given in the relevant Commercial Terms Schedule. Where the term "Interruptible Service MDQ" is used in relation to an Other User, it means the maximum quantity of Gas that the Other User has contracted to have delivered in aggregate at all delivery points on the Pipeline System under an Interruptible Service on any Day and may be a Northern Haul or Southern Haul service (or both) as the context requires.

Interruptible Service User means a person that has entered into a contract with Service Provider for an Interruptible Service, other than the User.

Iron Triangle Zone means the delivery point zone covering the group of delivery points located on the Pt Pirie Lateral and the Whyalla Lateral.

Kilopascal (kPa) means one kilopascal and is equal to one thousand pascals absolute.

Liability means any debt, obligation, fine, penalty, Losses, expense, cost, outgoing, charge or compensation of any kind, including those that are prospective and contingent and those the amount of which is not ascertained or ascertainable.

Licence means Pipeline Licence No.1 issued under the *Petroleum and Geothermal Energy Act 2000* (SA) by the Minister of Energy, and Pipeline Licence No.18 issued under the *Petroleum and Geothermal Energy Act 2000* (SA) by the Minister of Energy.

Line Pack Gas has the meaning given in clause 11.5(b).

Loop Line means the section of the western Wasleys loop between the Wasleys compressor station and the pressure control valve located at the position of the main line valve MLV30L at Torrens Island.

Loop Line Zone means the delivery point zone covering the group of delivery points located on the Loop Line, which as at the Execution Date, is configured for the delivery of Gas at higher pressures than the pressure at which Gas is generally delivered to delivery points in the Mainline Zone.

Losses means, in relation to a Party, all losses, damages, costs, claims, charges or expenses whatsoever including any direct, special, indirect, consequential or incidental losses or damages (whether or not they were or ought to have been foreseen or known by the other Party) including Consequential Losses.

Mainline Metro Zone means the delivery point zone covering the group of delivery points located on the Pipeline System excluding the Angaston Zone, the Iron Triangle Zone, Mainline Rural Zone and the Loop Line Zone.

Mainline Rural Zone means the delivery point zone covering the group of delivery points located north of the Mainline Metro Zone but excluding Loop Line Zone, Angaston Zone and the Iron Triangle Zone.

Maintenance Operations has the meaning given in clause 24.1(a).

MAOP means 7,322 kPa gauge or such other maximum pressure that may be approved or required pursuant to the Licence (as amended from time to time).

MAP In Pipe Trade Point means the notional point immediately downstream of the Moomba Gas Plant Receipt Point at which Gas is deemed to be received or delivered on a Day.

MAP In Pipe Trade Service has the meaning given in clause 4.4.

MAP In Pipe Trade Service Term means [insert].

MDQ means the maximum quantity of Gas that User may take at a Delivery Point and/or under a particular Service in any Day, as determined in accordance with the relevant Commercial Terms Schedule.

Measuring Equipment has the meaning given in Schedule 2.

MHQ means the maximum quantity of Gas that User may take at the Delivery Points in any hour, as determined in accordance with clause 16.

Moomba Delivery Point means the point at which Gas is delivered to User whether by actual delivery or by Notional Delivery from the Pipeline System at the outlet point of the meter station at Moomba.

Moomba Gas Plant Receipt Point means the point at which Gas first enters the Pipeline System at the outlet point of the meter station at Moomba.

Month means the period beginning on the first Day of a calendar month and ending on the first Day of the next calendar month, provided that:

- (a) if the Services Commencement Date is other than the first Day of a calendar month, the first Month will be the period beginning on the Services Commencement Date and ending on the first Day of the next calendar month; and

- (b) if the Termination Date is other than the first Day of a calendar month, the final Month will be the period from the first Day of the calendar month in which the Termination Date occurs to the end of the Day that is the Termination Date.

National Gas Law means the Schedule to the *National Gas (South Australia) Act 2008 (SA)*.

National Gas Rules is defined in the National Gas Law.

New Delivery Point has the meaning given in clause 28.1(a).

New Receipt Point has the meaning given in clause 28.1(a).

New Point Request has the meaning given in clause 28.1(a).

Non-Firm Bi-Directional Charge means the charge bearing that description set out in the General Charges Schedule.

Non-Firm Bi-Directional MDQ has the meaning given in Schedule 5.

Non-Firm Bi-Directional Receipt means the quantity of Gas nominated by User and receipted by Service Provider at a Receipt Point that does not have a Contracted Receipt Point MDQ in excess of the Firm Bi-Directional MDQ.

Non-Firm Receipt has the meaning given in clause 5.1(e).

Non-Specification Gas has the meaning given in clause 21.2(a).

Non-Specification Gas Notice 21.3(b)(i) has the meaning given in clause 21.3(b)(i).

Non-Specification Gas Rejection Notice has the meaning given in clause 21.3(b)(ii).

Northern Haul means the receipt of Gas at a Receipt Point and delivery of Gas to a Delivery Point that is north of that Receipt Point.

Northern Haul Receipt Point means a Receipt Point bearing that description in the relevant Commercial Terms Schedule.

Notice has the meaning given in clause 29.1(a).

Notice for Arbitration has the meaning given in clause 33.10.

Notional Delivery means a method of delivering Gas whereby such delivery takes place in the opposite direction to the direction of physical flow at the relevant Notional Delivery Point by means of Service Provider reducing physical flow at the receipt point associated with that Notional Delivery Point by an equivalent volume.

Notional Delivery Point means a Delivery Point at which the delivery of Gas occurs by way of Notional Delivery and which at the date of this Agreement is the MAP In Pipe Trade Point, QSN Receipt Point and Moomba Gas Plant Receipt Point each when used as a delivery point.

Notional Receipt means a method of receipting Gas whereby such receipt takes place in the opposite direction to the direction of physical flow at the relevant Notional Receipt Point by means of Service Provider reducing physical flow at the delivery point associated with that Notional Receipt Point by an equivalent volume.

Notional Receipt Point means a Receipt Point at which the receipt of Gas occurs by way of Notional Receipt and which at the date of this Agreement is the Adelaide Metro Delivery Point and the MAP In Pipe Trade Point when used as a receipt point.

OFO or Operational Flow Order has the meaning given in clause 25.1(a).

Opening Balance means the opening balance of the Park Account determined under clauses 17.7(a) and 17.7(b).

Operational GTA means a gas transport agreement between Service Provider and a Shipper for the purposes of the National Gas Law, the National Gas Rules and the Operational GTA Code to facilitate capacity trading.

Operational GTA Code means the instrument of that name published under the National Gas Law.

Operational Protocol means the rules and guidelines developed by the parties from time to time that are designed to govern the practical operation of the Pipeline System in the implementation of the Agreement.

Other User means a person (other than User) to whom Service Provider is providing, or (if the context requires) intends to provide, Pipeline Services.

Park Account means the account described in clause 17.7.

Park Allocated Delivery Quantity has the meaning given in clause 15.9(a)(i).

Park Allocated Receipt Quantity has the meaning given in clause 15.9(a)(ii).

Park Delivery Point means the notional delivery point immediately downstream of the Moomba Gas Plant Receipt Point at which Gas is deemed to be delivered into the Park Account on a Day.

Park Overrun Charge means the charge being that description as set out in the relevant Commercial Terms Schedule.

Park Receipt Point means the notional receipt point immediately downstream of the Moomba Gas Plant Receipt Point at which Gas is deemed to be received from the Park Account onto the Pipeline System on a Day.

Party means either Service Provider or User; and **Parties** means both Service Provider and User.

Payment Default has the meaning given in clause 32.1(c).

Peaking Charge means the charge bearing that description set out in the General Charges Schedule.

Peaking Charge Rate means the rate bearing that description set out in the General Charges Schedule, as adjusted during the Term in accordance with clause 18.2.

Peaking Gas means any Gas delivered by Service Provider in excess of the MHQ as determined under clause 16.

Permissible Interruption Limit means for each Year, 2% of the average Firm Service MDQ for that Year multiplied by the number of Days in that Year.

Permit means a permit, consent, allowance, credit, offset, unit, certificate or other instrument.

Permitted Maintenance means Maintenance Operations that have been notified to User not less than 48 hours before the start of the Day on which they are to be carried out.

Pipeline Gas has the meaning given in clause 11.5(a).

Pipeline Services means Gas receipt, transportation, delivery and related services provided by means of the Pipeline System.

Pipeline System means the pipeline system that is operated by Service Provider pursuant to the Licence.

Pipelines Access-Arbitration Regime means the amendments contemplated to the National Gas Law to provide for arbitration in relation to access disputes to the Pipeline System.

PP Receipt Point means the DN250 flange at the southern end of the pressure regulation header pipework (downstream of the heaters) in the existing SEAGas facility.

PPSA Security Interest has the meaning given in clause 34.3(c).

PPS Law means:

- (a) the *Personal Property Securities Act 2009* (Cth) and any regulation made thereunder; and
- (b) any amendment made at any time to any other legislation as a consequence of a law or regulation referred to in paragraph (a).

Pt Pirie Lateral means the lateral on the Pipeline System known by that name.

Quarter means a 3 Month period beginning on each of 1 January, 1 April, 1 July and 1 October.

QSN Link means:

- (a) the high pressure gas transmission pipeline from Ballera to Moomba owned and operated by Epic Energy Queensland Pty Limited (ABN 67 066 656 219); and
- (b) all ancillary equipment connected to that pipeline including any inlet and outlet stations, but not including any lateral pipeline facilities or any extension of the pipeline.

QSN Receipt Point means the point at which Gas first enters the Pipeline System at the outlet point of the meter station on the QSN Link.

Reallocation has the meaning given in clause 28.2(a).

reasonable and prudent means, in relation to an undertaking, the exercise of that degree of skill, diligence, prudence and foresight that would reasonably and ordinarily be exercised by a skilled and experienced person complying with recognised standards and applicable laws in the same type of undertaking under the same circumstances and conditions; and **reasonably and prudently** has a corresponding meaning.

Receipt Point Reallocation has the meaning given in clause 28.3(a).

Receipt Points means the receipt points as specified in the relevant Commercial Terms Schedule, and any new Receipt Points (including any Notional Receipt Point) determined in accordance with this Agreement. For the avoidance of doubt, the Park Receipt Point is not a Receipt Point.

Related Body Corporate has the meaning given to that term in section 9 of the Corporations Act, and additionally in the case of Service Provider includes each entity that would be considered a Related Body Corporate of Service Provider if section 48(2) of the Corporations Act did not apply.

Rules has the meaning given in clause 33.10(f).

Scheduled Delivery Quantity means the quantities of Gas scheduled for Delivery to User under each Service on a Day.

Scheduled MAP In Pipe Trade Point Delivery Quantity means the quantity of Gas scheduled for delivery to the MAP In Pipe Trade Point.

Scheduled MAP In Pipe Trade Point Receipt Quantity means the quantity of User's Gas schedule for receipt at the MAP In Pipe Trade Point.

Scheduled Park Delivery Quantity means the quantity of Gas scheduled for delivery into User's Park Account under the Firm Park Service on a Day.

Scheduled Park Receipt Quantity means the quantity of Gas scheduled for delivery from User's Park Account under the Firm Park Service on a Day.

Scheduled Receipt Quantity means the quantity of Gas scheduled for receipt from User at each Receipt Point on a Day.

Security Documents has the meaning given in clause 34.3(e).

Security Interest has the meaning given in clause 34.3(c)(ii).

Services means those services for which a Commercial Terms Schedule is effective (as varied or amended in accordance with this Agreement from time to time) including all or any of the Firm Service, the Authorised Overrun Service, the Interruptible Service, and the Firm Park Service.

Service Commencement Date for a Service means the later of the date that the Service will commence as set out in the Commercial Terms Schedule for that Service and the date on which the requirements of clause 2 are met.

Service Term means the term for a Service commencing on the relevant Service Commencement Date and ending on the relevant Service Termination Date as set out in the Commercial Terms Schedule for that Service.

Service Termination Date for a Service means the date that the Service will end as set out in the Commercial Terms Schedule for that Service unless the term is amended in accordance with the terms of this Agreement.

Shipper means a party with whom Service Provider enters or has entered into an Operational GTA.

Southern Haul means the receipt of Gas at a Receipt Point and delivery of Gas to a Delivery Point that is south of that Receipt Point.

Southern Haul Receipt Point means a Receipt Point bearing that description in the relevant Commercial Terms Schedule.

STTM means the short term trading market for wholesale gas, administered and operated by the STTM Operator and governed by the STTM Rules and STTM Procedures.

STTM Delivery Point means a Delivery Point which is part of the STTM. As at the date of this Agreement, the Adelaide Metro Delivery Point is an STTM Delivery Point.

STTM Delivery Point Charge means the charge bearing that description set out in the relevant Commercial Terms Schedule.

STTM Operator means the Australian Energy Market Operator (AEMO), or any successor entity appointed to operate and administer the STTM.

STTM Procedures means the most recent short term trading market procedures setting out the detailed procedural and technical rules governing the STTM, as published by the STTM Operator from time to time.

STTM Rules means the short term trading market rules set out in the *National Gas (Short Term Trading Market) Amendment Rules 2010* governing the STTM as may be amended from time to time.

SUG Modification Notice has the meaning given in clause 11.4(b).

System Use Gas has the meaning given in clause 11.5.

System Use Gas Percentage at any time before the SUG Modification Notice takes effect, has the meaning given in clause 11.4(c)(ii), or, at any time on and from the date on which the SUG Modification Notice takes effect, has the meaning given in clause 11.4(d)(ii).

Technical Matter has the meaning given in clause 33.2(a).

Term has the meaning given in clause 3(b).

Termination Date means 0600 hours on the last day of the Service Term for the Service that ends last under this Agreement, or any earlier date on which this Agreement is terminated in accordance with its terms.

Tier 1 has the meaning given in clause 17.3(c).

Tier 1 Excess Imbalance Charge means the charge payable by User in respect of its Daily Tier 1 Excess Imbalance Quantities and calculated in accordance with the relevant Commercial Terms Schedule.

Tier 1 Excess Imbalance Charge Rate means the rate bearing that description set out in the relevant Commercial Terms Schedule, as adjusted during the Term in accordance with clause 18.2.

Tier 2 has the meaning given in clause 17.3(c).

Tier 2 Excess Imbalance Charge means the charge payable by User in respect of its Daily Tier 2 Excess Imbalance Quantities and calculated in accordance with the relevant Commercial Terms Schedule.

Tier 2 Excess Imbalance Charge Rate means the rate bearing that description set out in the relevant Commercial Terms Schedule, as adjusted during the Term in accordance with clause 18.2.

TJ means terajoule and is equal to one thousand (10³) GJ.

Tolerance Level has the meaning given in clause 17.3(c).

Total System Use Gas Quantity at any time before the SUG Modification Notice takes effect, has the meaning given in clause 11.4(c)(ii), or, at any time on and from the date on which the SUG Modification Notice takes effect, has the meaning given in clause 11.4(d)(ii).

Trade Allocated Delivery Quantity has the meaning given in clause 15.9(a)(i).

Trade Allocated Receipt Quantity has the meaning given in clause 15.9(a)(ii).

Unauthorised Overtake Charge means the charge bearing that description set out in the General Charges Schedule.

Unauthorised Overtake Gas means any Gas delivered by Service Provider to User at the Delivery Points in excess of the Firm Service MDQ on a Day, other than any Gas delivered by Service Provider under the Interruptible Service.

Variation Charge means the variation charge specified in the General Charge Schedule.

Whyalla Delivery Point means a delivery point on the Whyalla Lateral. As at the date of this Agreement, the Delivery Points known as the Whyalla Township Delivery Point, Whyalla BHP Delivery Point, and Whyalla BHP Cogen Delivery Point are Whyalla Delivery Points.

Whyalla Delivery Point Capacity Surcharge means the charge bearing that description set out in the relevant Commercial Terms Schedule, as adjusted during the Term in accordance with clause 18.2.

Whyalla Lateral means the lateral on the Pipeline System known by that name.

Year means a period of 12 consecutive Months, commencing on each 1 January during the Term, provided that:

- (a) if the Services Commencement Date occurs on a day other than 1 January, the first Year will be the period beginning on the Services Commencement Date and ending on 31 December of that year; and
- (b) if the Termination Date occurs on a date other than 1 January, the final Year during the Term will be the period from 1 January immediately prior to the Termination Date to the end of the Day that is the Termination Date.

Zone means each of the Mainline Metro Zone, Mainline Rural Zone, Iron Triangle Zone, Angaston Zone or the Loop Line Zone.

1.2 Interpretation

In the construction of this Agreement, unless the context requires otherwise:

- (a) a reference to a clause or schedule is to a clause of or schedule to, this Agreement, and a reference to this Agreement includes any schedule or annexure;

- (b) a reference to a party is to a party to this Agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (c) words indicating the singular number include the plural number and vice versa;
- (d) words indicating one gender include any other gender;
- (e) headings are for convenience only and do not affect interpretation;
- (f) another grammatical form of a defined word or expression has a corresponding meaning;
- (g) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (h) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (i) a reference to any agreement or other document or instrument is a reference to that agreement as amended, varied, novated or substituted from time to time;
- (j) references to dollars or \$ are references to Australian dollars;
- (k) unless otherwise expressly indicated, a reference to a time of day in connection with the performance of an obligation by a Party is a reference to Australian central standard time (and not adjusted for daylight saving time), even if the obligation is to be performed elsewhere;
- (l) the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- (m) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (n) any agreement, representation, warranty or indemnity by two or more Parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (o) any agreement, representation, warranty or indemnity in favour of two or more Parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (p) a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Agreement or any part of it; and

- (q) if a Day on or by which an obligation must be performed or an event must occur is not a Business Day, that obligation must be performed or the event must occur on or by the next Business Day, except that an obligation or an event relating to an operational issue (including an obligation to give an operational notice) must be performed or must occur on that Day.

1.3 Standards

Terminology used to describe units will, unless otherwise stated, be in accordance with:

- (a) Australian Standard AS ISO 1000 – 1998, the international system of units (SI) and its application;
- (b) the *National Measurement Act 1960* and the regulations under that Act;
- (c) AS/NZS 1376 - 1996 Conversion Factors; and
- (d) the Australian Gas Association publication 'Metric Units and Conversion Factors for Use in the Australian Gas Industry'.

1.4 Rounding

- (a) Subject to clauses 1.4(b) and 1.4(c), any numerical calculation that results in more than four decimal places must be rounded to four decimal places by being rounded up, if the decimal place following the fourth decimal place is greater than or equal to 5, and rounded down, if the decimal place following the fourth decimal place is less than 5.
- (b) Any numerical calculation of a quantity of Gas must be rounded to the nearest GJ by being rounded up, if the first decimal place is greater than or equal to 5, and rounded down, if the first decimal place is less than 5.
- (c) With the exception of tariffs, any numerical calculation of a dollar amount must be rounded to the nearest cent by being rounded up, if the next decimal place is greater than or equal to 5, and rounded down, if the next decimal place is less than 5.
- (d) Any numerical calculation of a tariff amount must be rounded to four decimal places by being rounded up, if the next decimal place is greater than or equal to 5, and rounded down, if the next decimal place is less than 5.

1.5 User

A reference to the supply by, or delivery to, User of Gas means:

- (a) supply or delivery of Gas under this Agreement; and
- (b) includes supply of Gas by, or delivery of Gas to, a person on behalf of User.

1.6 Quantities

References to the supply of Gas at a Receipt Point or the delivery of Gas at a Delivery Point are references to, unless the context otherwise requires, quantities of Gas so supplied or delivered under this Agreement.

2. CONDITIONS PRECEDENT

2.1 Condition Precedent

This Agreement, other than this clause 2 and clauses 3, 4, 24, 25, 26, 27 and 29 to 38 (which come into effect on the Execution Date), is subject to and does not come into effect unless and until Service Provider has obtained the approval of its board of directors to enter into this Agreement.

2.2 Benefit of the Conditions Precedent

The condition precedent set out in clause 2.1 is for the benefit of Service Provider, and Service Provider must act reasonably and prudently to satisfy that condition precedent by the Conditions Precedent Satisfaction Date.

2.3 Satisfaction of Waiver

- (a) Service Provider may waive the condition precedent set out in clause 2.1 by written notice to User.
- (b) Service Provider must provide User with written notice as soon as reasonably possible after the condition precedent set out in clause 2.1 has been satisfied.

2.4 Termination if Conditions Precedent not Satisfied or Waived

If the condition precedent set out in clause 2.1 has not been satisfied or waived by the date specified in clause 2.2 (or such later date as the Parties may agree in writing), either Party may, by giving not less than 7 Days' written notice to the other Party, terminate this Agreement and the provisions of clause 32.6 apply.

3. COMMENCEMENT AND TERM

- (a) This Agreement takes effect on the date it is executed by the Parties ("**Execution Date**").
- (b) The term for the provision of the Services will commence at 0600 hours on the Service Commencement Date of the Service that commences first under this Agreement and will end on the Termination Date (the "**Term**").
- (c) The term for the provision of each Service will commence on the Service Commencement Date for that Service and will continue for the Service Term

for that Service, unless this Agreement is terminated earlier in accordance with its terms.

4. REPRESENTATIONS AND WARRANTIES

4.1 User's Representations and Warranties

User represents and warrants to Service Provider that:

- (a) it has full power and authority to enter into this Agreement, and has taken all necessary action to authorise the execution and performance of this Agreement;
- (b) its obligations under this Agreement are legally valid and binding and are enforceable against it in accordance with their terms;
- (c) User's execution and performance of this Agreement does not:
 - (i) contravene its constituent documents or any law or any obligations or undertakings by which it or any of its assets are bound; or
 - (ii) exceed any limitation on its, or its directors', powers;
- (d) it is not in default under any law affecting it or its assets, or any obligation or undertaking by which it or any of its assets are bound which will, or might reasonably be expected to, materially affect its ability to perform its obligations under this Agreement;
- (e) it does not have immunity from the jurisdiction of a court or from legal process which will, or might reasonably be expected to, materially affect its ability to perform its obligations under this Agreement; and
- (f) there is no pending or threatened action or proceeding affecting User or any of its assets before a court, referee, Government Agency, commission, arbitrator or other tribunal which will, or might reasonably be expected to, materially affect its ability to perform its obligations under this Agreement.

4.2 Service Provider's Representations and Warranties

Service Provider represents and warrants to User that:

- (a) it has full power and authority to enter into this Agreement, and has taken all necessary action to authorise the execution and performance of this Agreement;
- (b) its obligations under this Agreement are legally valid and binding and are enforceable against it in accordance with their terms;
- (c) Service Provider's execution and performance of this Agreement does not:

- (i) contravene its constituent documents or any law or any obligations or undertakings by which it or any of its assets are bound; or
- (ii) exceed any limitation on its, or its directors', powers;
- (d) it is not in default under any law affecting it or its assets, or any obligation or undertaking by which it or any of its assets are bound which will, or might reasonably be expected to, materially affect its ability to perform its obligations under this Agreement;
- (e) it does not have immunity from the jurisdiction of a court or from legal process which will, or might reasonably be expected to, materially affect its ability to perform its obligations under this Agreement; and
- (f) there is no pending or threatened action or proceeding affecting Service Provider or any of its assets before a court, referee, Government Agency, commission, arbitrator or other tribunal which will, or might reasonably be expected to, materially affect its ability to perform its obligations under this Agreement.

5. SERVICES

5.1 Firm Service

- (a) On any Day during the Service Term of the Firm Service, at User's request, Service Provider will provide the Firm Service to User on and subject to the terms of this Agreement.
- (b) The "**Firm Service**" means:
 - (i) the receipt by Service Provider on a Day of User's Gas at:
 - (A) one or more Receipt Points as a Firm Receipt; and/or
 - (B) The Park Receipt Point; and/or
 - (C) one or more Receipt Points as a Non-Firm Receipt,of the quantities of Gas scheduled for that Day up to (but not exceeding) the Firm Service MDQ in aggregate, plus any System Use Gas, in accordance with clause 16; and
 - (ii) the delivery by Service Provider to User on that Day, at Delivery Points, the quantity of Gas scheduled for delivery at those Delivery Points (up to the respective Contracted Delivery Point MDQs) up to (but not exceeding) the Firm Service MDQ in aggregate, in accordance with clause 16,

except to the extent that such obligations or rights are expressly varied under this Agreement.

- (c) Service Provider will not be obliged to deliver an aggregate quantity of Gas to User under the Firm Service at the Delivery Points greater than the aggregate quantity of Gas;

- (i) received from User at the Receipt Points; and
 - (ii) taken from the Park Account at the Park Receipt Point,
- excluding System Use Gas.

- (d) The "**Firm Receipt**" means:

- (i) the receipt by Service Provider on a Day of User's Gas at a Receipt Point;
- (ii) up to the Contracted Receipt Point MDQ; and/or
- (iii) where the Contracted Receipt Point MDQ is 0TJs/Day then up to the Firm Bi-Directional MDQ,

but not exceeding the Firm Service MDQ, except to the extent that such obligations or rights are expressly varied under this Agreement.

- (e) The "**Non-Firm Receipt**" means:

- (i) the receipt by Service Provider on a Day of User's Gas at one or more Receipt Points where the Receipt is not a Firm Receipt, up to the quantities of Gas scheduled for receipt by Service Provider on that Day as a Non-Firm Receipt.
- (ii) The Non-Firm Receipt will only be available on a Day if and to the extent that sufficient Capacity remains after all Firm Receipts have been satisfied by Service Provider and may be interrupted on a Day even after the Non-Firm Receipt has been scheduled by Service Provider for that Day, in accordance with the provisions of this Agreement.
- (iii) For the avoidance of doubt, Service Provider is not obliged to reverse the direction of flow of Gas of any section of the Pipeline to accommodate a Non-Firm Receipt.

5.2 Interruptible Service

- (a) On any Day during the Service Term of the Interruptible Service, at User's request, Service Provider will provide the Interruptible Service to User on and subject to the terms of this Agreement.
- (b) The "**Interruptible Service**" means:

- (i) the receipt by Service Provider on a Day of User's Gas at
 - (A) one or more Receipt Points; and/or
 - (B) the Park Receipt Pointof the quantities of Gas scheduled for that Day, plus any System Use Gas, in accordance with clause 16; and
- (ii) the delivery by Service Provider to User on that Day, at Delivery Points the quantity of Gas scheduled for delivery at those Delivery Points, in accordance with clause 16,

except to the extent that such obligations or rights are expressly varied under this Agreement.

- (c) The Interruptible Service will only be available on a Day if sufficient Capacity remains after all of the transportation agreements for Pipeline Services with a higher priority than the Interruptible Service have been satisfied by Service Provider and may be interrupted on a Day even after the Interruptible Service has been scheduled by Service Provider for that Day) in accordance with the provisions of clauses 8, 10 and 24.

5.3 MAP In Pipe Trade Service

- (a) On any Day during the MAP In Pipe Trade Service Term, at User's request, Service Provider will provide the MAP In Pipe Trade Service to User on and subject to the terms of this Agreement.
- (b) The "MAP In Pipe Trade Service" means:
 - (i) the receipt by Service Provider on a Day of User's Gas at the Moomba Gas Plant Receipt Point, the QSN Receipt Point, the Park Receipt Point or the MAP In Pipe Trade Point, of Quantities of Gas scheduled for that Day; and
 - (ii) the delivery by Service Provider to User at the MAP In Pipe Trade Point on that Day the quantity of Gas scheduled for Delivery at the MAP In Pipe Trade Point,

except to the extent that such obligations or rights are expressly varied under this Agreement.

- (c) User must ensure that the Gas scheduled as the Scheduled Receipt Quantity at the Moomba Gas Plant Receipt Point, the QSN Receipt Point, the Park Receipt Point and the MAP In Pipe Trade Point is at least equal to the Gas scheduled for delivery to the MAP In Pipe Trade Point.

6. PARK SERVICE

6.1 Firm Park Service

- (a) On any Day during the Service Term of the Firm Park Service where the Opening Balance does not exceed the Firm Park Maximum Balance Quantity, User may require and Service Provider will provide the Firm Park Service to User, on and subject to the terms of this Agreement.
- (b) The '**Firm Park Service**' means:
 - (i) the delivery by Service Provider into the Park Account at the Park Delivery Point of the quantity of Gas nominated by User for delivery into the Park Account under the Firm Park Service up to (but not exceeding) the Firm Park Maximum Balance Quantity;
 - (ii) the parking of the Closing Balance for User's account notionally, immediately downstream of the Moomba Gas Plant Receipt Point; and/or
 - (iii) the receipt by Service Provider from the Park Account at the Park Receipt Point of the quantities of Gas nominated by User for delivery to User under the Firm Park Service up to (but not exceeding) the Closing Balance on the previous Day,except to the extent that such obligations or rights are expressly excluded under this Agreement.
- (c) The Firm Park Service will only be available on a Day if and to the extent that Service Provider can park or receive the quantity nominated by User on the relevant Day without causing interruption to the requests of Other Users for Services that have a higher priority than the Firm Park Service (as set out in clause 8).

6.2 Correction of Park Balance

- (a) Not later than 1300 hours on each Day, Service Provider will notify User of its Closing Balance by publishing the quantities on the CRS.
- (b) User:
 - (i) must begin to correct its Closing Balance that is in excess of the Firm Park Maximum Balance Quantity (an "**Excess Closing Balance**") as soon as possible after the amount of that Closing Balance has been posted on the CRS; and
 - (ii) in any event, must clear any Excess Closing Balance on the Day following the Day on which the amount has been posted on the CRS ("**Clearance Day**").

6.3 Rights of Service Provider

- (a) If Service Provider:
 - (i) becomes aware that User is likely to have an Excess Closing Balance; and
 - (ii) determines, acting reasonably and prudently, that such Excess Closing Balance may impede the ongoing efficient and reliable operation of the Pipeline System,

then Service Provider may post a notification on the CRS or otherwise advise User in writing.

- (b) If User does not commence action to remedy the situation specified in the notice to User under clause 6.3(a) forthwith after the notification has been posted or delivered (as applicable), Service Provider may, in addition to its rights elsewhere in this Agreement, take one or more of the following actions:

- (i) issue an Operational Flow Order under clause 25;
- (ii) curtail or suspend deliveries to User at one or more Delivery Points; or
- (iii) interrupt or cease receipts of Gas from User at one or more Receipt Points,

to correct such Excess Closing Balance to the extent that it:

- (iv) no longer impedes; or
- (v) prevents a risk of impeding

the ongoing efficient and reliable operation of the Pipeline System.

7. MODIFYING SERVICES

7.1 Adding a Service

- (a) At any time during the Term the Parties may add a Service to this Agreement by having their authorised representatives execute an Additional Service Commercial Terms Schedule for that Service.
- (b) An Additional Service Commercial Terms Schedule executed in accordance with clause 7.1 forms part of this Agreement, and the additional Service the subject of the Additional Service Commercial Terms Schedule forms part of the Services, from the date the last authorised representative signs the Additional Service Commercial Terms Schedule, unless specified otherwise in the Additional Service Commercial Terms Schedule.

7.2 Capacity Trading

If User trades its right to use any of the Services to a Shipper in accordance with the National Gas Rules then:

- (a) As between Service Provider and User, User remains responsible for Firm Service Charges arising out of or in connection with the provision of the Services to the Shipper in lieu of the User as if the Services were provided to User;
- (b) User must advise Service Provider to which Delivery Point and Receipt Point the traded capacity is to be deducted from equal to the amount of any traded capacity and the Service Provider will revise Contracted Delivery Point MDQ and Contracted Receipt Point MDQ unless already advised through any relevant trade confirmation from AEMO.
- (c) Other than for the purposes of the User's liability to pay the charges as contemplated by clause 7.2(a), any relevant MDQ will be reduced by the amount of capacity that has been traded by User to any Shipper for the purposes of applying the terms of this agreement in respect of:
 - (i) User's right to nominate under clause 9;
 - (ii) Service Provider's obligation to schedule under clause 10; and
 - (iii) the allocation of Gas to any Receipt Point or Delivery Point under clause 15.

8. PRIORITY OF SERVICE

8.1 Order of Priority

If on any Day there is insufficient Capacity to satisfy all Gas nominated by User and all Other Users or scheduled by Service Provider for User and all Other Users on a Day, then Service Provider will schedule Gas deliveries in the following priority (or curtail Gas deliveries in the opposite order). Where Service Provider is curtailing Gas deliveries, references in this clause 8.1 to quantities nominated by User or an Other User will be taken to be references to quantities scheduled by Service Provider for the relevant user:

- (a) Quantities nominated by User and all Firm Service Users within their respective Firm Service MDQs. If the sum of the confirmed nominations exceeds the available Capacity, the available Capacity will be shared between User and all Firm Service Users pro rata on the basis of their Firm Service MDQs (or Contracted Receipt Point MDQ or Contracted Delivery Point MDQ, as applicable).
- (b) Quantities nominated by User and all Authorised Overrun Service Users (and accepted by Service Provider) for an Authorised Overrun Service, up to the Capacity of the relevant Delivery Points. If the sum of those quantities

exceeds the actual Capacity available to meet those requested Authorised Overrun Services, the available Capacity will be shared pro-rata among Authorised Overrun Service Users on the basis of the amounts of their respective accepted nominations for Authorised Overrun Service for the relevant Day.

- (c) Quantities nominated by User and Other Users (and accepted by Service Provider) for a Firm Park Service. If the sum of those quantities exceeds the actual Capacity available to meet those requested Firm Park Services, the available Capacity will be shared pro-rata among User and Other Users on the basis of the amounts of their respective accepted nominations for Firm Park Services for the relevant Day.
- (d) Quantities nominated by User and all Interruptible Service Users (and accepted by Service Provider) for an Interruptible Service. If the sum of those quantities exceeds the actual Capacity available to meet those requested Interruptible Services, the available Capacity will be shared pro-rata among Interruptible Service Users on the basis of their respective accepted nominations for an Interruptible Service on the relevant Day.

8.2 Notional Receipt Points and Notional Delivery Points

To the extent there is insufficient Capacity at a Notional Receipt Point or Notional Delivery Point on a Day, Service Provider will schedule the relevant quantity at the Notional Receipt Point or Notional Delivery Point on a pro rata basis amongst User and Other Users in accordance with the respective nominations for the receipt of Gas at the Notional Receipt Point or delivery of Gas at the Notional Delivery Point (as applicable).

8.3 Variations to Priority and Sequence

- (a) Subject to clause 8.3(b), the User acknowledges and agrees that the Service Provider may from time to time agree to provide Other Users with Pipeline Services that are not listed in clauses 8.1, 8.2 or 8.3, and that, despite clauses 8.1, 8.2 and 8.3, the Service Provider may, by written notice to the User, vary the priority and sequence in clauses 8.1, 8.2 and 8.3 by:
 - (i) inserting one or more additional paragraphs; and/or
 - (ii) modifying one or more existing paragraphs,to reflect the priority and sequence that the Service Provider and the Other Users have agreed will be accorded to those Pipeline Services.
- (b) The Service Provider will not vary clause 8.1 so as to accord any Pipeline Service provided to an Other User a higher priority than that referred to in clause 8.1(a) (but, for the avoidance of doubt, the Service Provider may accord a Pipeline Service the same priority as that referred to in clause 8.1(a)).

9. FORECASTS AND NOMINATIONS

9.1 Nominations

- (a) Not later than 5 Business Days prior to the first Day of each Month, User must provide to Service Provider its nominations for each Service for each Day of that Month.
- (b) User may provide Service Provider with nominations for more than one Month in advance, which shall remain in effect until User provides Service Provider with a revised nomination.
- (c) User will advise Service Provider by no later than 1500 hours on each Day of its nomination for each Service under this Agreement for the next Day and its best estimate of its nomination for each Service under the Agreement for the following two Days.
- (d) User's nomination must specify the quantity of Gas nominated:
 - (i) to be supplied by User at each Receipt Point and in aggregate at the Receipt Points;
 - (ii) to be supplied at the Park Receipt Point;
 - (iii) to be taken at the Park Delivery Point; and
 - (iv) to be taken at each Delivery Point and in aggregate at the Delivery Points.
- (e) If any of the quantities of Gas nominated by User are not scheduled by Service Provider pursuant to clause 10, Service Provider will advise User by telephone (to be subsequently confirmed in writing), facsimile or electronic means as soon as possible (and in any event no later than 1600 hours on the Day before the relevant Day) of the quantities of Gas not scheduled and the reason that those quantities were not scheduled.
- (f) Where User has submitted a nomination under this clause 9.1, and Service Provider reasonably believes that nomination is not bona fide, Service Provider will have the right to reject such nomination to the extent that Service Provider reasonably believes that nomination not to be bona fide. Where Service Provider rejects such nomination, it will advise User via the CRS, email or electronic means as soon as possible.
- (g) If the sum of any such nominations for any Day exceeds the relevant MDQ, Service Provider may reduce those nominations to the amount of the relevant MDQ, and those reduced quantities will be deemed to be the nominated quantities.

- (h) By making nominations in accordance with this clause 9.1, User will be deemed to have warranted that User has made to the Interconnect Parties, and the Interconnect Parties have accepted, a nomination for the supply at the relevant Receipt Points of the quantity of Gas the subject of the nominations made in accordance with this clause 9.1 (including User's share of any System Use Gas and Imbalance Correction Quantity) on the relevant Day.
- (i) User is solely responsible for the accuracy of its nominations and Service Provider will have no obligation to enquire whether nominations are correct.
- (j) For the avoidance of doubt, at any one time User may only nominate for the delivery of Gas into the Park Account at the Park Delivery Point, or receipt of Gas from the Park Account at the Park Receipt Point on a Day. For purposes of this clause 9.1(j), the number zero does not constitute a nomination.

9.2 Deemed Nominations

- (a) If User fails to make a nomination under clause 9.1(c) for any Service for a Day, User's nomination for that Service for that Day will be deemed to be:
 - (b) where the Service is the Firm Service:
 - (i) where a best estimate for that Day has previously been made under clause 9.1(c), that best estimate of nominated quantity;
 - (ii) where a nomination for that Day has previously been made under clause 9.1(a), that nominated quantity; or
 - (iii) where no best estimate or nomination for that Day has been made under clauses 9.1(c) or 9.1(a), zero.
 - (c) for any other Service, zero.

10. SCHEDULING AND VARIATIONS

10.1 Scheduling of Receipt and Delivery Quantities

- (a) This clause 10.1 applies to all Services under this Agreement, unless specified in the relevant Commercial Terms Schedule.
- (b) After 1500 hours on a Day, Service Provider shall schedule the receipts and deliveries of Gas nominated by User for the following Day in accordance with this clause 10.
- (c) Service Provider will not be obligated to schedule for delivery at a Delivery Point on a Day more Gas than is scheduled to be received at the Receipt Points and/or the Park Receipt Point plus any other quantity of Gas that

Service Provider is required to deliver to User in accordance with clause 6.2, less any System Use Gas.

- (d) Service Provider is not obliged to accept into the Pipeline System any quantity of Gas on a Day that exceeds the total Scheduled Receipt Quantity for that Day (unless there has been an Authorised Variation for that Day pursuant to clause 10.2).
- (e) If the Contracted Receipt Point MDQ including Firm Bi-Directional MDQ or the Contracted Delivery Point MDQ is equal to or greater than the quantity of Gas nominated by User as Firm Service at the relevant Receipt Point or Delivery Point (as applicable), Service Provider shall schedule the receipts or deliveries of Gas nominated by User, provided that Service Provider will not be obliged to schedule as Firm Service quantities of Gas:
 - (i) to be supplied by User at each Receipt Point and in aggregate at the Receipt Points; and
 - (ii) to be taken at each Delivery Point and in aggregate at the Delivery Points,

for a Day that exceeds the Firm Service MDQ.

except to the extent that such obligations or rights are expressly varied under this Agreement.

- (iii) in the case of receipts or deliveries involving transportation of Gas along the Whyalla Lateral or the Angaston Lateral, the Lateral Charge is payable by User to Service Provider.

10.2 Rescheduling

- (a) Subject to the provisions of this clause 10.2, for Services User may at any time prior to 2200 hours on a Day request Service Provider to authorise a variation in the Scheduled Receipt Quantity for that Day, and/or the Scheduled Park Receipt Quantity for that Day, provided that:
 - (i) the amount of the variation sought is matched (in aggregate, but net of User's share of that Day's System Use Gas and inclusive of any Imbalance Correction Quantity) by variations to specific Scheduled Delivery Quantities and/or Scheduled Park Delivery Quantities for the same Day; and/or
 - (ii) the variation does not reduce the scheduled quantities for that Day to a quantity that is less than the quantity of Gas already received and delivered for User on that Day, as determined by Service Provider on the basis of the best information available to Service Provider at the time.
- (b) In order for Service Provider to consider a request for a variation to the Scheduled Receipt Quantity or Scheduled Delivery Quantity, User must

specify the Receipt Point or Delivery Point at which the amount of the variation is to apply.

- (c) Service Provider will have no obligation to authorise a variation to the Scheduled Receipt Quantity and/or Scheduled Park Receipt Quantity for a Day if, to do so, would adversely affect the quantities of Gas already scheduled for receipt from and delivery to Other Users on that Day.
- (d) If a request for a variation to the Scheduled Receipt Quantity, and/or Scheduled Park Receipt Quantity (as applicable) for a Day is approved by Service Provider (an "**Authorised Variation**"), the nominated quantities and the scheduled quantities will be amended accordingly as follows:
 - (i) for variation requests received prior to 11.30 hours on a Day the relevant quantities will be amended by Service Provider by 12.30 hours;
 - (ii) for variation requests received prior to 15.00 hours on a Day the relevant quantities will be amended by Service Provider by 16.00 hours;
 - (iii) for variation requests received prior to 18.00 hours on a Day the relevant quantities will be amended by Service Provider by 19.00 hours; and
 - (iv) for variation requests received prior to 22.00 hours on a Day the relevant quantities will be amended by Service Provider by 22.30 hours;
- (e) Each time there is an Authorised Variation in respect of User or Other Users, the System Use Gas in respect of User and Other Users for the Day will be recalculated using the calculation in clause 11.4 and posted on the CRS.

10.3 Variation Charge

- (a) If, on a Day, User:
 - (i) delivers a quantity of Gas to the Receipt Point; or
 - (ii) takes delivery of a quantity of Gas from the Delivery Point,

which varies the quantity that was scheduled for receipt or delivery (as applicable) under clause 10.1, or as varied by an Authorised Variation under clause 10.2(d), by more than the Tolerance Level, User shall pay a Variation Charge.

11. SYSTEM USE GAS

11.1 Take or Return of System Use Gas

Service Provider may, at no cost to Service Provider, either take System Use Gas from the Gas supplied by User and Other Users into the Pipeline System or return System Use Gas by reducing Gas supplied by User and Other Users into the Pipeline System.

11.2 Responsibility for System Use Gas

- (a) User will be responsible for providing Service Provider with, or taking delivery of, its share of System Use Gas, which may be a positive or negative amount.
- (b) The Gas used for Inlet/Outlet Compressor Fuel at any Receipt Point or Delivery Point will be allocated only amongst Users of the relevant Receipt Point or Delivery Point.
- (c) Service Provider will use reasonable and prudent efforts to minimise the quantity of System Use Gas that is required for the operation of the Pipeline System.

11.3 Supply or Return of System Use Gas

- (a) Where System Use Gas is required to be supplied on a Day, User will supply, and Service Provider will be entitled to take, User's share of System Use Gas for that Day at no cost to Service Provider.
- (b) Where System Use Gas is required to be returned by Service Provider on a Day, User will accept its share of System Use Gas for that Day at no cost to User.
- (c) Where System Use Gas is supplied to Service Provider on a Day, the Gas comprising the System Use Gas for that Day will be used by Service Provider for the provision of the Services.

11.4 Calculation of System Use Gas

- (a) By 1530 hours on each Day, and otherwise as soon as reasonably practicable after Service Provider authorises a variation request made by User or an Other User, Service Provider will calculate and post on the CRS the share of System Use Gas that User must supply or take delivery of at the beginning of the following Day based on the most recent schedule.
- (b) The Service Provider may, at its discretion, provide User with 2 months' notice that the method for calculation of User's share of System Use Gas will be modified (**SUG Modification Notice**).

- (c) From the Commencement Date until the Day on which a **SUG Modification Notice** takes effect, the quantity of System Use Gas required to be provided by User will be calculated as follows:
- (i) User's share of System Use Gas for a Day will be the quantity determined by multiplying the System Use Gas Percentage for that Day by the quantity of Gas to be supplied by User at the Receipt Point on that Day.
 - (ii) The "**System Use Gas Percentage**" for a Day will be calculated as follows:
 - (A) Service Provider will reasonably and prudently estimate the total quantity of System Use Gas required to be supplied or returned for the provision of all Pipeline Services to User and all Other Users on that Day ("**Total System Use Gas Quantity**"); and
 - (B) that Total System Use Gas Quantity will then be expressed as a percentage of the sum of the quantities of Gas nominated to be supplied at the Receipt Points on that Day by User and all Other Users.
- (d) On and from the date on which the **SUG Modification Notice** takes effect, User's share of System Use Gas for a Day will be calculated as follows:
- (i) User's share of System Use Gas for a Day will be:
 - (A) the quantity determined by multiplying the System Use Gas Percentage for that Day by the quantity of Gas to be delivered for User at the Delivery Points on that Day; plus
 - (B) the sum of any Inlet/Outlet Compressor Fuel quantity for that User, calculated in accordance with clause 11.4(e);
 - (ii) Subject to clause 11.4(b) , the "**System Use Gas Percentage**" for a Day will be calculated as follows:
 - (A) Service Provider will reasonably and prudently estimate the total quantity of System Use Gas (excluding Inlet/Outlet Compressor Fuel) required to be supplied or returned for the provision of all Pipeline Services to User and all Other Users on that Day ("**Total System Use Gas Quantity**"); and
 - (B) that Total System Use Gas Quantity will then be expressed as a percentage of the sum of the quantities of Gas nominated to be delivered to the Delivery Points on that Day for User and all Other Users.
- (e) The Inlet/Outlet Compressor Fuel quantity for User for each Receipt Point or Delivery Point used by User on a Day, will be calculated as the actual

quantity of Inlet/Outlet Compressor Fuel used by the compressors located at that Receipt Point or Delivery Point, as measured from that Day, pro-rated based on the quantity of Gas allocated to User at the relevant Receipt Point or Delivery Point on that Day, against the total quantity of gas received at or delivered to the relevant Receipt Point or Delivery Point on that Day.

- (f) The User acknowledges and agrees that, for the purposes of informing User of User's share of System Use Gas prior to the Day in accordance with clause 11.4(a), Service Provider will estimate the Inlet/Outlet Compressor Fuel quantities for the Day, but the amount of Inlet/Outlet Compressor Fuel provided by User on the Day will be the actual amount calculated in accordance with clause 11.4(e), which may be greater or lesser than the estimated quantity. Service Provider's estimate will be based on the quantity of Gas that Service Provider reasonably and prudently estimates will be used by the compressors located at the Receipt Point or Delivery Point on that Day, pro-rated based on the quantity of Gas scheduled for User at the relevant Receipt point or Delivery Point for that Day, against the total quantity of gas scheduled for receipt at or delivery to the relevant Receipt Point or Delivery Point for that Day.
- (g) User's System Use Gas for a Day may be adjusted to reflect:
 - (i) any adjustment to User's System Use Gas made:
 - (A) after Service Provider authorises a variation request made by User or an Other User; or
 - (B) to reflect the actual quantity of Inlet/Outlet Compressor Fuel used on the relevant Day;
 - (ii) any error in the measurement or calculation of Inlet/Outlet Compressor Fuel quantities for that Day.
- (h) Service Provider will, on request by User, provide on a monthly basis, such information as is reasonably required to justify Service Provider's calculation of the quantity of System Use Gas required for each Day of the relevant Month.

11.5 System Use Gas

"**System Use Gas**" means the quantity of Gas reasonably and prudently required by Service Provider for the purposes of:

- (a) operating and maintaining the Pipeline System (including Compressor Fuel, Inlet/Outlet Compressor Fuel, heater Gas, Gas lost, Gas vented, and Gas unaccounted for) (**Pipeline Gas**); and
- (b) keeping the line pack of the Pipeline System at a level consistent with the efficient operation of the Pipeline System (**Linepack Gas**).

12. RECEIPT AND DELIVERY POINT OBLIGATIONS

12.1 Receipt Point Quantity Obligations of User

Except as otherwise provided in this Agreement, on a Day for which there is a Scheduled Receipt Quantity, User must supply the amount of that Scheduled Receipt Quantity at the Receipt Points.

12.2 Delivery Point Quantity Obligations of User

Except as otherwise provided in this Agreement, on a Day for which there are Scheduled Delivery Quantities, User must take delivery of those Scheduled Delivery Quantities at the nominated Delivery Points.

12.3 Receipt Point Pressure

- (a) User must, at the relevant Receipt Points:
 - (i) supply Gas (including System Use Gas and any quantity of Gas required to correct any Accumulated Imbalance to zero) at a gauge pressure as uniform as practicable;
 - (ii) for the Moomba Gas Plant Receipt Point and QSN Receipt Point ensure the gauge pressure does not:
 - (A) fall below 6,200 kPa without Service Provider's prior written approval (which approval may be given or withheld at the absolute discretion of Service Provider); or
 - (B) exceed the MAOP.
 - (iii) for the PP Receipt Point ensure the gauge pressure does not:
 - (A) fall outside the range of 15,300 kPa to 7,500 kPa (unless otherwise varied to a lower amount with the agreement of the parties), without Service Provider's prior written approval (which approval may be given or withheld at the absolute discretion of Service Provider).
- (b) User acknowledges that Service Provider is under no obligation to install compression or other facilities to permit the receipt of User's Gas at any Receipt Point.
- (c) User must ensure that the upstream facilities at the relevant Receipt Points have the capacity to supply Gas into the Pipeline System at a pressure of at least:
 - (i) For the Moomba Gas Plant Receipt Point and QSN Receipt Point 6,200 kPa gauge.

- (ii) For the PP Receipt Point 7,500 kPa gauge.
- (d) User acknowledges that the Gas pressure in the Pipeline System may at times exceed 6,200 kPa gauge.

12.4 Notional Receipt Point Pressure and Temperature

Gas which is taken to be supplied from User at a Notional Receipt Point will be deemed to have been received at the pressure and temperature existing in the Pipeline System.

12.5 Odourisation

Gas in the Pipeline System will be odourised by Service Provider.

12.6 Receipt Point Quantity Obligations of Service Provider

Except as otherwise provided in this Agreement, on a Day for which there is a Scheduled Receipt Quantity, Service Provider will accept from User at the nominated Receipt Points the quantity of Gas supplied by User up to that Scheduled Receipt Quantity.

12.7 Delivery Point Quantity Obligations of Service Provider

Except as otherwise provided in this Agreement, on a Day for which there are Scheduled Delivery Quantities, Service Provider will deliver to User at the nominated Delivery Points the quantity of Gas supplied by User on that Day at the nominated Receipt Point(s), less System Use Gas and the quantity required to correct an Accumulated Imbalance, up to the Scheduled Delivery Quantities.

12.8 Delivery Point Pressure

- (a) Service Provider will maintain Pipeline System pressures so that the delivery pressure at a Delivery Point does not:
 - (i) fall below the minimum pressure for that Delivery Point as set out in Schedule 1; or
 - (ii) exceed the maximum pressure for that Delivery Point as set out in Schedule 1.
- (b) User acknowledges that Service Provider can only fulfil its obligations under this clause 12.8 if User meets its obligations under clause 12.3.

13. MEASUREMENT AT RECEIPT AND DELIVERY POINTS

13.1 Measurement at Receipt Points

The quantity and quality of Gas metered at each Receipt Point will be measured in accordance with Schedule 3.

13.2 Measurement at Delivery Points

The quantity and quality of Gas metered at each Delivery Point will be measured in accordance with Schedule 3.

14. CONFIRMATION OF PRIOR DAY'S RECEIPTS

14.1 Application of Clause

- (a) This clause 14 applies to each of the Firm Service and the Interruptible Service.
- (b) This clause 14 applies only to those Receipt Points at which the metering equipment is not owned by Service Provider (as at the date of this Agreement, the Moomba Gas Plant Receipt Point).

14.2 Confirmation of Prior Day's Receipts

Not later than 1000 hours on each Day, User must procure that the Interconnect Parties provide Service Provider with a copy of a confirmation of the actual quantity of Gas supplied for User at each Receipt Point on the previous Day, and the total quantity of Gas supplied for User and Other Users at each Receipt Point on the previous Day. If a confirmation is not received by that time for a Receipt Point, then the provisions of clause 15.3(b) will apply.

14.3 Confirmed Quantities

- (a) If under clause 14.2 the provisions of clause 15.3(b) apply at a Receipt Point, Service Provider will use its reasonable and prudent endeavours to continue to seek Confirmed Quantities for User and each Other User from the Interconnect Parties for that Receipt Point and, if those Confirmed Quantities are provided, Service Provider will reallocate the Actual Receipts accordingly.
- (b) Notwithstanding clause 14.3(a), Service Provider will be under no obligation to make a reallocation under clause 14.3(a), after the fifth Day of the Month following the Month to which the reallocation relates.
- (c) If Service Provider makes a reallocation under clause 14.3(a), User will be liable for Excess Imbalance Charges on the basis of the Confirmed Quantities, and if those charges have previously been imposed on the basis of determination under clause 15.3(b), Service Provider will make the necessary adjustments in the next invoice issued under this Agreement.
- (d) For the avoidance of doubt, Service Provider will not make a reallocation where the Interconnect Party provides a confirmation under clause 14.2 but subsequently changes Confirmed Quantities for a Day.

15. ALLOCATION OF RECEIPT AND DELIVERY POINT QUANTITIES

15.1 Determination of Total Receipt Quantity and Total Delivery Quantity

- (a) The total quantity of Gas determined as having been supplied at any Receipt Point on a Day will be:
 - (i) where the metering equipment at the Receipt Point is owned by Service Provider or its Related Bodies Corporate, the actual metered quantity for that Receipt Point; and
 - (ii) where the metering equipment at the Receipt Point is owned by a party other than Service Provider or its Related Bodies Corporate, the quantity notified to Service Provider pursuant to clause 14.
- (b) The total quantity of Gas determined as having been delivered to any Delivery Point on a Day will be the actual metered quantity for that Delivery Point.

15.2 Allocation of Receipts and Deliveries – Sole User

Where a Receipt Point or Delivery Point is used on a Day only by User, User will, for the purposes of this Agreement, be taken to have supplied or taken delivery of the total quantity of Gas determined to have been supplied at that Receipt Point or delivered at that Delivery Point on that Day.

15.3 Allocation of Receipts and Deliveries – Shared Point

Subject to clause 15.6, where a Receipt Point or Delivery Point is used on a Day by User and by one or more Other Users, and if on a Day the quantities of Gas actually received at a Receipt Point or delivered at a Delivery Point do not equal the quantities scheduled by Service Provider in accordance with clause 10, then Service Provider will allocate those quantities actually received or delivered by Service Provider (as the case may be) among User and Other Users in accordance with the following provisions:

- (a) Where the metering equipment at the Receipt Point is owned by a party other than Service Provider or its Related Bodies Corporate, Service provider will use the data provided by the Interconnect Party pursuant to clause 14.
- (b) Where the metering equipment at the Receipt Point is owned by a party other than Service Provider or its Related Bodies Corporate, and no data is provided under clause 15.3(a), or if Confirmed Quantities are provided for one or more but not all of User and each of the Other Users for that Day, then Service Provider may determine the proportion of Gas to be attributed to User and each Other User by reference to:
 - (i) their respective scheduled quantities at the Receipt Point;

- (ii) their respective contractual rights at the Receipt Point; or
 - (iii) any other information to which a reasonable and prudent pipeline operator would have regard.
- (c) Where the metering equipment at the Receipt Point or Delivery Point is owned by Service Provider or its Related Bodies Corporate, then User's proportional share of the Gas stream at that Receipt Point or Delivery Point may be determined:
- (i) in accordance with any agreement between Service Provider, User, Other Users and any relevant Interconnect Parties; or
 - (ii) Service Provider may determine the proportion of Gas to be attributed to User and each Other User by reference to:
 - (A) their respective contractual rights at the Receipt Point or Delivery Point;
 - (B) their respective scheduled quantities at the Receipt Point or Delivery Point; or
 - (C) any other information to which a reasonable and prudent pipeline operator would have regard.
- (d) In respect of the Adelaide Metro Delivery Point, User's proportional share of the Gas stream at that Delivery Point will be determined by the allocation procedure set out in the Adelaide Metro Allocation Agreement to which User must be party in respect of the Adelaide Metro Delivery Point.

15.4 Change in Allocation Procedures

By agreement executed between Service Provider, User, Other Users and any Interconnect Parties not less than 14 Days prior to the beginning of a Month, the allocation methodologies under clause 15.3(a) may be changed commencing at the beginning of that Month. Allocations and methodologies may not be changed during a Month, and may never be changed retrospectively.

15.5 Determination of Receipt Quantity – Adelaide Metro Notional Receipt Point

If User and any Other User are taken to have supplied Gas at the Adelaide Metro Delivery Point for the purposes of the Interruptible Service on a Day, then User's proportional share of the Gas stream at that Notional Receipt Point will be determined by the allocation procedure set out in the Adelaide Metro Allocation Agreement to which User must be party in respect of the Adelaide Metro Delivery Point.

15.6 Allocation when an OFO or a curtailment exists at a Receipt Point not owned by Service Provider

Where Service Provider exercises its rights on a Day under clauses 24 or 25 at a Receipt Point at which the metering equipment is not owned by Service Provider,

which is used on the Day by User and one or more Other Users, then Service Provider will allocate quantities at that Receipt Point in accordance with an allocation arrangement entered into among Service Provider, the Interconnect Parties, User and the Other Users using that Receipt Point prior to that Day, or where there is no such allocation arrangement, pro rata according to the Scheduled Receipt Quantities at that Receipt Point for that Day.

15.7 Sequence of Gas Flow

The sequence in which Gas is received by Service Provider from User on a Day, will be:

- (a) first, User's share of System Use Gas for that Day;
- (b) second, the amount of the Imbalance or Accumulated Imbalance to be corrected on that Day pursuant to clause 17.2;
- (c) third, the Scheduled Delivery Quantities for that Day (including any Authorised Variations for that Day); and
- (d) fourth, the Scheduled Park Delivery Quantity for that Day.

15.8 Contractual Allocation of Delivered Quantities between Services

- (a) The aggregate quantity of Gas determined to have been delivered to User by Service Provider on a Day under this Agreement will be allocated as follows:
 - (i) first, as Gas delivered pursuant to the Firm Service up to the Scheduled Delivery Quantity for the Firm Service but not exceeding the Firm Service MDQ;
 - (ii) second, as Gas delivered pursuant to the Interruptible Service up to the Scheduled Delivery Quantity for the Interruptible Service; and
 - (iii) third, as Unauthorised Overrun Gas.
- (b) For the Park Service, the aggregate quantity of Gas determined to have been delivered to User by Service Provider on a Day under this Agreement will be allocated as Gas delivered pursuant to the Firm Park Service up to the Firm Park Service MDQ.

15.9 Allocation of Park Quantities

- (a) In the case of the Park Delivery Point and the Park Receipt Point, the total quantity of Gas determined as having been delivered to or received from the Park Account will be determined as follows:
 - (i) the actual quantity of Gas delivered into the Park Account at the Park Delivery Point on a Day will be deemed to be the Scheduled Park Delivery Quantity for that Day (the "**Park Allocated Delivery Quantity**"); and

- (ii) the actual quantity of Gas received from the Park Account at the Park Receipt Point on a Day will be deemed to be the Scheduled Park Receipt Quantity for that Day (the "**Park Allocated Receipt Quantity**").
- (b) In the absence of manifest error, the Park Allocated Receipt Quantity and the Park Allocated Delivery Quantity will not be altered under any circumstance.

15.10 Allocation of MAP In Pipe Trade Quantities

- (a) In the case of the MAP In Pipe Trade Receipt Point and the MAP In Pipe Trade Delivery Point, the total quantity of Gas determined as having been received at the MAP In Pipe Trade Receipt Point or delivered at the MAP In Pipe Trade Delivery Point will be determined as follows:
 - (i) the actual quantity of Gas delivered to the MAP In Pipe Trade Delivery Point on a Day will be deemed to be the Scheduled MAP In Pipe Trade Delivery Quantity for that Day (the "**Trade Allocated Delivery Quantity**"); and
 - (ii) the actual quantity of Gas received at the MAP In Pipe Trade Receipt Point on a Day, pursuant to the MAP In Pipe Trade Service, will be deemed to be the Scheduled MAP In Pipe Trade Receipt Quantity for that Day (the "**Trade Allocated Receipt Quantity**").
- (b) In the absence of manifest error, the Scheduled MAP In Pipe Trade Delivery Quantity and the Scheduled MAP In Pipe Trade Receipt Quantity will not be altered under any circumstance.

16. MAXIMUM HOURLY QUANTITIES

- (a) On a Day, User must not:
 - (i) supply a quantity of Gas in any 1 hour period at the Receipt Point in excess of:
 - (A) 110 per cent of 1/24th of User's Scheduled Receipt Quantity at the Receipt Point; or
 - (B) such greater proportion of the Scheduled Receipt Quantity at the Receipt Point as Service Provider may, in its absolute discretion approve;
 - (ii) take delivery of quantities of Gas at any Delivery Point in any 1 hour period in excess of 4.5% of User's Scheduled Delivery Quantities at that Delivery Point;

- (iii) take delivery of quantities of Gas in aggregate at all Delivery Points within a Zone, in excess of:
 - (A) 110 per cent of 1/24th of User's Scheduled Delivery Quantities for the relevant Zone for that Day in any 1 hour period or; or
 - (B) such greater proportion of the User's Scheduled Delivery Quantity at the Delivery Point as Service Provider may, in its absolute discretion approve.
- (b) If User takes delivery of a quantity of Gas at a Delivery Point in any hour which quantity exceeds the MHQ, this will be considered Peaking Gas and Service Provider will charge User the Peaking Charge Rate for each GJ of Peaking Gas.

17. IMBALANCE

17.1 Obligation of User

On each Day, User must use reasonable endeavours to ensure that there is no Imbalance and the Accumulated Imbalance is within the Tolerance Level.

17.2 Correction of Imbalance

- (a) Not later than 1300 hours on each Day, Service Provider will notify User of any Imbalance and Accumulated Imbalance for the prior Day by publishing the quantities on the CRS. However, nothing in this clause 17 prevents Service Provider from posting on the CRS any Imbalance or Accumulated Imbalance at any time in any Day.
- (b) User:
 - (i) must begin to correct an Imbalance or Accumulated Imbalance that is outside of the Tolerance Level as soon as possible after the amount of that Imbalance or Accumulated Imbalance has been posted on the CRS; and
 - (ii) in any event, must clear any Imbalance or Accumulated Imbalance if and to the extent it is outside the Tolerance Level on the Day following the Day on which the amount has been posted on the CRS ("**Clearance Day**").

17.3 Excess Imbalance Charge

- (a) To the extent that, at the end of any Day, the absolute value of the Accumulated Imbalance falls outside of the Tolerance Level and within either Tier 1 or Tier 2 (each as defined below), an "**Excess Imbalance Charge**" is payable by User to Service Provider.

- (b) The Excess Imbalance Charge will be the sum of any Tier 1 Excess Imbalance Charge and any Tier 2 Excess Imbalance Charge.
- (c) For purposes of this Agreement, the **Tolerance Level, Tier 1** and **Tier 2** are, respectively, as follows:

Tolerance Level: the GJ equivalent to 5% of Firm Service MDQ

Tier 1: the GJ range equivalent to >5% to 10% of Firm Service MDQ

Tier 2: the GJ equivalent to >10% of Firm Service MDQ

17.4 Rights of Service Provider

- (a) If Service Provider:
 - (i) becomes aware of an Imbalance that is likely to result in an Accumulated Imbalance that is greater than the Tolerance Level (an "**Excess Imbalance**"); and
 - (ii) determines, acting reasonably and prudently, that such Excess Imbalance may impede the ongoing efficient and reliable operation of the Pipeline System,then Service Provider may post a notification on the CRS or otherwise notify User in writing.
- (b) If User does not commence action to remedy the situation specified in the notification under clause 17.4(a) immediately after the notification has been posted or delivered (as applicable), Service Provider may, in addition to its rights under clause 17.3, take one or more of the following actions:
 - (i) issue an Operational Flow Order under clause 25;
 - (ii) curtail or suspend deliveries to User at one or more Delivery Points;
or
 - (iii) interrupt or cease receipts of Gas from User at one or more Receipt Points,

to correct such Excess Imbalance to the extent that it no longer impedes, or prevents a risk of impeding the ongoing efficient and reliable operation of the Pipeline System.

17.5 Imbalance Trading

- (a) User may exchange all or part of an Accumulated Imbalance for an equal but opposite quantity of an Other User's imbalance on such terms as User may agree with the Other User, provided that Notice of the exchange is received by Service Provider from both User and the relevant Other User by no later than 1500 on the Day after the Day of the Accumulated Imbalance.

Where an exchange is made, both the Accumulated Imbalance and the Other User's imbalance will be adjusted accordingly.

- (b) A Notice under this clause 17.5 must be made by User to Service Provider via CRS.
- (c) An exchange under clause 17.5(a) will not affect User's Liability to pay:
 - (i) any of the charges payable under the Agreement for the Services rendered by Service Provider; or
 - (ii) any Excess Imbalance Charge payable in respect of the Accumulated Imbalance for the period prior to the exchange.

17.6 Accumulated Imbalance after Termination or Expiry

If on the date of expiration or termination of this Agreement there is an Accumulated Imbalance, then despite the expiration or termination of this Agreement, Service Provider must notify user in writing and User must:

- (a) if the Accumulated Imbalance is negative, within 10 Days after receipt of the Notice from Service Provider, make a quantity of Gas equal to the Accumulated Imbalance available for receipt by Service Provider at a Receipt Point; and
- (b) if the Accumulated Imbalance is positive, make arrangements to sell the amount of the Accumulated Imbalance to an Other User. If such sale is not completed within 30 Days of the date that User receives Notice of the Accumulated Imbalance from Service Provider, the amount will be forfeited by User without entitlement to compensation. Service Provider will provide reasonable assistance to User to obtain a sale of the amount of the Accumulated Imbalance on reasonable terms using Service Provider's existing facilities (for example, by posting the amount for sale on the CRS).

17.7 Park Account

(a) Opening Balance at Commencement Date

The Opening Balance will be zero at the commencement of the Service Term for the Firm Park Service.

(b) Calculation of Opening Balance

The Opening Balance on each subsequent Day during the Service Term of the Firm Park Service will be equal to the Closing Balance for the previous Day.

(c) Adjustments to Park Account

On each Day:

- (i) the Park Allocated Delivery Quantity will be added to the balance of the Park Account; and
- (ii) the Park Allocated Receipt Quantity will be deducted from the balance of the Park Account.

(d) **Calculation of Closing Balance**

The Closing Balance for each Day during the Service Term of the Firm Park Service will be calculated as follows:

$CB = OB + \text{Park Allocated Delivery Quantity} - \text{Park Allocated Receipt Quantity}$

Where:

CB is the Closing Balance on that Day;

OB is the Opening Balance on that Day;

Park Allocated Delivery Quantity is the quantity of Gas that has been taken from the Park Account on that Day, as determined under clause 15.9(a)(i); and

Park Allocated Receipt Quantity is the quantity of Gas that has been provided into the Park Account on that Day, as determined under clause 15.9(a)(ii).

(e) **Park Overrun**

If the Closing Balance for a Day exceeds the Firm Park Maximum Balance Quantity, then a Park Overrun Charge will be payable by User.

(f) **Closing Balance after Termination or Expiry**

If on the date of expiration or termination of this Agreement there is a Closing Balance, then despite the expiration or termination of this Agreement, Service Provider must notify User in writing and User must make arrangements to sell the amount of the Closing Balance to an Other User. If such sale is not completed within 30 Days of the date that User receives Notice of the Closing Balance from Service Provider, the amount will be forfeited by User without entitlement to compensation. Service Provider will provide reasonable assistance to User to obtain a sale of the amount of the Closing Balance on reasonable terms using Service Provider's existing facilities (for example, by posting the amount for sale on the CRS).

18. FINANCIAL MATTERS

18.1 Charges

- (a) User must pay the charges (including any applicable surcharges or general charges) that relate to the Services as set out in the Commercial Terms Schedules, in the manner and at the times set out in the relevant Commercial Terms Schedule, including:
 - (i) any outstanding Excess Imbalance Charge payable by User to Service Provider under clause 17.3;
 - (ii) any charge based on the Default Charge Rate incurred by User under clause 24.7 in connection with the violation of a Curtailment Notice;
 - (iii) any charge based on the Default Charge Rate incurred by User under clause 25.5 in connection with any variance from the requirements of an OFO; and
 - (iv) any other charge or amount owing by User to Service Provider under this Agreement.
- (b) All amounts referred to in this Agreement (including the Commercial Terms Schedules) are exclusive of applicable GST and are in dollars as at the year set out in the relevant Commercial Terms Schedule.

18.2 CPI Adjustment

- (a) On 1 January of each Year (commencing in the year set out in the relevant Commercial Terms Schedule), all of the rates and charges set out in the Commercial Terms Schedules will be adjusted by multiplying them by the Escalation Factor for that year, and the relevant Schedules will be deemed to have been varied to incorporate the adjusted rates and charges.
- (b) The "**Escalation Factor**" for each year is calculated as:
 $1 + ((CPI_a - CPI_b) / CPI_b)$, where:
 - (i) CPI_a means CPI in respect of the September quarter immediately preceding the relevant adjustment date;
 - (ii) CPI_b means CPI in respect of the September quarter that is 12 months before the quarter to which CPI_a relates; and
 - (iii) if CPI_a is less than CPI_b , then $CPI_a - CPI_b$ is deemed to be zero.
- (c) "**CPI**" means the consumer price index (weighted average for 8 capital cities, all groups) published from time to time by the Australian Bureau of

Statistics or if that index is suspended or discontinued or if the basis of assessment is changed so that it no longer accurately reflects changes in the prevailing levels of prices substantially in the same manner as it did prior to the change in basis, then an alternative index that reflects movements in the cost of living in all of the capital cities of Australia will be selected by Service Provider and substituted for the relevant index for the period of the suspension or, in the case of a discontinuance of the CPI or a material alteration in its calculation, on a permanent basis and the calculation of the adjustments to be made under clause 18.2(a) will be made using such alternative index as though it was the CPI.

18.3 Invoicing

- (a) By the 10th Day of each Month, Service Provider will provide to User an invoice specifying the charges and other amounts payable under clause 18.1 for all Services supplied by Service Provider to User in the preceding Month.
- (b) User must pay each invoice by not later than the 20th Day of the Month in which it is received.
- (c) Each invoice will be accompanied by:
 - (i) a gas balance report showing for each Day of the preceding Month (subject to clause 19.3):
 - (A) the quantity of Gas received into the Pipeline System from User at each Receipt Point;
 - (B) the total quantity of Gas delivered to User from the Pipeline System at each Delivery Point, together with the quantities delivered pursuant to each of the Services;
 - (C) User's share of System Use Gas;
 - (D) the Scheduled Quantities; and
 - (E) the Imbalance and Accumulated Imbalance; and
 - (ii) such other specific information or records as Service Provider may reasonably be required to provide to User to verify the amounts payable (or receivable) pursuant to that invoice.
- (d) If actual information necessary for invoicing is unavailable to Service Provider in sufficient time to permit the preparation of an invoice, Service Provider may use estimated information based on prior invoices issued to User to prepare the invoice. When the actual information becomes available, the next invoice rendered by Service Provider will be adjusted to reflect the difference between the amount that would have been invoiced had the actual information been available to Service Provider and the amount that was invoiced based on the estimated information. No interest

will be payable on the amount of any such adjustment for the period between the relevant invoices.

18.4 Invoice Disputes

- (a) If User disputes part or all of an invoice:
 - (i) User must, by the due date for payment of the invoice, give Service Provider a Notice specifying the amount in dispute and the reasons for the dispute; and
 - (ii) each Party will:
 - (A) designate an officer of the Party to meet with a designated officer of the other Party to try to resolve the dispute; and
 - (B) if the appointed officers fail to resolve the dispute within five Business Days after their meeting pursuant to clause 18.4(a)(ii)(A), refer the matter to an Independent Expert for determination in accordance with clauses 33.3 to 33.11 as a financial matter (as that term is used in clause 33).
- (b) A resolution of a dispute relating to an invoice by the officers of the Parties under clause 18.4(a)(ii)(A) must be recorded in writing and signed and dated by such officers, after which the resolution of the dispute will be final and binding on the Parties.
- (c) Despite clause 18.4(a), User must, in the absence of manifest error, pay the full amount of any disputed invoice in accordance with clause 18.3(b).
- (d) If, as a result of the resolution of a dispute of the nature described in clause 18.4(a), either Party is required to pay an amount to the other Party, then the amount must be paid within 14 Days after the date that the dispute was resolved together with interest on that amount calculated on a daily basis at the Interest Rate.

18.5 Incorrect Invoices

- (a) If at any time during the Term either Party determines that User:
 - (i) has been overcharged or undercharged for Services under this Agreement; and
 - (ii) has paid the invoice(s) to which the overcharge(s) or undercharge(s) relate(s),

then, within 14 Days after the date that Notice of the error has been received from the Party that discovered the error and the amount of the overcharge or undercharge has either been agreed by the Parties or determined pursuant to clause 18.4, either

- (iii) Service Provider will repay to User the amount of the overcharge together with interest on that amount calculated on a daily basis at the Interest Rate; or
- (iv) User will pay to Service Provider the amount of the undercharge together with interest on that amount calculated on a daily basis at the Interest Rate,

as applicable.

- (b) A Party may not claim from the other Party any amount overcharged or undercharged if more than 18 Months have elapsed since the date of the invoice in question.

18.6 Default Interest

If either Party fails to pay any amount due under this Agreement then that Party will pay interest on the overdue amount, calculated on a daily basis at the Interest Rate plus 2% per annum, from the due date until the date of actual payment.

18.7 GST

- (a) Words or expressions used in this clause 18.7 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause 18.7.
- (b) If a party (the "**Supplier**") is required to pay GST in respect of a supply made under or in connection with (including by reason of a breach of) this Agreement, the recipient of the supply must (in addition to any other monetary or non-monetary payment for, or in connection with, the supply) pay to the Supplier an amount equal to the GST exclusive consideration for the taxable supply multiplied by the prevailing rate of GST ("**GST Amount**") unless and to the extent the consideration is expressly stated to be GST inclusive.
- (c) The recipient need not pay the GST Amount in respect of a taxable supply until the Supplier has given the recipient a tax invoice in respect of that taxable supply.
- (d) Provided a tax invoice has been given, the GST Amount must be paid by the recipient:
 - (i) if any monetary consideration is payable for the supply, at the same time and in the same manner as such monetary consideration; or
 - (ii) if no monetary consideration is payable for the supply, within 10 Business Days after the Day on which the tax invoice is given.
- (e) If any payment to be made to a Party under or in connection with this Agreement is a reimbursement or indemnification of an expense or other Liability incurred or to be incurred by that Party, then the amount of the payment must be reduced by the amount of any input tax credit to which

that Party, or the representative member of the GST group that Party is a member of (as the case may be), is entitled for that expense or other Liability, such reduction to be effected before any increase in accordance with clause 18.7(b).

- (f) If an adjustment event arises in respect of a supply made under or in connection with this Agreement, then:
 - (i) if the Supplier's corrected GST Amount is less than the previously attributed GST Amount, the Supplier will refund the difference to the recipient; or
 - (ii) if the Supplier's corrected GST Amount is greater than the previously attributed GST Amount, the recipient will pay the difference to the Supplier; and
 - (iii) the Supplier must issue an adjustment note to the recipient within seven Days of the adjustment event occurring; and
 - (iv) any payment under clauses 18.7(f)(i) or 18.7(f)(ii) must be paid to the Supplier or recipient (as the case may be) within 15 Days of the adjustment note being issued by the Supplier.
- (g) In this Agreement, all references to monetary and non-monetary payments and obligations to make payments, including all references to compensation (including by way of reimbursement or indemnity), are, but for the operation of this clause, exclusive of GST, unless expressly stated to be GST-inclusive.

18.8 Liability for Change in Law

- (a) To the extent that a Change in Law directly or indirectly:
 - (i) affects the direct or indirect costs of or to Service Provider in respect of the goods, services or other things supplied or provided under or in connection with this Agreement, including direct and indirect costs in respect of production, creation, performance, acquisition, supply, sale or disposal of such goods, services or other things; or
 - (ii) leads to a change in the benefits gained by Service Provider from the activities described in clause 18.8(a)(i) (except by operation of this clause 18.8),

and the increase or decrease in those amounts or that change in benefit is not to be reimbursed under any other provision of this Agreement, the charges payable pursuant to clause 18.1 will be adjusted to reflect the impact on Service Provider of the increase or decrease or the change in benefit, as the case may be, attributable to the Change in Law.

- (b) Any variation to the charges payable pursuant to clause 18.1 as a result of the operation of clause 18.8(a) will be effective as from the date of the relevant Change in Law.
- (c) Service Provider will give Notice to User of any variation to the charges payable pursuant to clause 18.1 as a result of the operation of this clause 18.8 as soon as practicable after any variation takes effect under clause 18.8(b).
- (d) If a Change in Law imposes an obligation or requirement on Service Provider that is inconsistent with this Agreement, Service Provider is relieved of its obligations under this Agreement to the extent of that inconsistency and User must co-operate with Service Provider in such manner as is determined by Service Provider (acting reasonably) to be necessary or desirable for compliance with that Change in Law, including making such amendments to this Agreement as may be reasonably required for compliance with that Change in Law.

18.9 Prudential Undertaking

- (a) If the User does not have, or ceases to have, a long term senior unsecured debt rating of at least "BBB-" by Standard & Poor's or an equivalent rating from another internationally recognised rating agency (the "**Minimum Credit Rating**"), , User will provide Service Provider with a guarantee of all User's obligations under this Agreement for the Term from a Related Body Corporate of User with the Minimum Credit Rating (the "**Guarantor**") in favour of Service Provider (an "**Undertaking**").
- (b) For the avoidance of doubt, Service Provider will not be required to commence providing the Services or continue providing the Services until User:
 - (i) provides Service Provider with an Undertaking under clause 18.9(a); or
 - (ii) otherwise satisfies Service Provider of the ability of User to meet its contractual obligations to Service Provider.
- (c) If the User is unable to provide the Undertaking or if an Undertaking provided by User ceases to have effect or the credit rating of the Guarantor is downgraded below the Minimum Credit Rating or, in Service Provider's reasonable opinion, one or more events have occurred that have or are likely to have a material adverse effect on the Guarantor's ability to meet its obligations under the Undertaking, then Service Provider may request that User provide it with any one of the following (each, "**Adequate Assurance**"):
 - (i) an irrevocable demand guarantee issued on terms and by a bank or other financial institution acceptable to Service Provider for a sum equal to the amount that would be payable by User under this Agreement for a rolling period of 6 Months;

- (ii) an irrevocable letter of credit satisfactory to Service Provider, acting reasonably, for a sum equal to the amount that would be payable by User under this Agreement for a rolling period of 6 Months; or
 - (iii) some other form of prudential assurance satisfactory to Service Provider.
- (d) If User does not provide Service Provider with Adequate Assurance within 14 Days of Service Provider's request, Service Provider may suspend the performance of any and all of its obligations under this Agreement until User has provided the requested Adequate Assurance.
- (e) If User fails to pay Service Provider:
 - (i) any amount due and payable under this Agreement within the time provided under this Agreement; or
 - (ii) any amount due and payable following the resolution of a Dispute pursuant to clause 33,

Service Provider may demand payment of such amount from the Guarantor or other issuer of any Undertaking or Adequate Assurance or otherwise apply the Adequate Assurance in satisfaction of the outstanding payment obligation.

- (f) If at the end of the Term all or any part of an Undertaking or an Adequate Assurance has not been applied by Service Provider to meet User's payment obligations under this Agreement, then Service Provider must forthwith return that Undertaking or Adequate Assurance to User.
- (g) Service Provider will return an Undertaking or an Adequate Assurance provided by User under this clause 18.9 in the event that the circumstances that resulted in the Undertaking or the Adequate Assurance being requested no longer exist.

19. AUSTRALIAN CARBON SCHEME

19.1 Introduction of Carbon Scheme

- (a) Notwithstanding any other provision of this Agreement, if an Australian Carbon Scheme applies to the provision of Services under this Agreement, User and Service Provider must comply with the requirements of this clause.
- (b) If, during the Term of this Agreement, an Australian Carbon Scheme applies to the provision of Services under this Agreement, User and Service Provider agree to negotiate in good faith appropriate amendments to this Agreement.
- (c) The agreed amendments to this Agreement must be consistent with the following principles. To the extent permitted by law:

- (i) Carbon Costs attributable to the Gas transported under this Agreement to be passed through to User; and
- (ii) the responsibility for acquiring, purchasing, holding or surrendering carbon credits, permits or similar instruments (**Carbon Instruments**) in respect of the embodied emissions in the Gas transported under this Agreement to be transferred to User.
- (iii) Service Provider must use reasonable endeavours to minimise any Carbon Costs.
- (iv) User may request reasonable information substantiating the calculation of Carbon Costs or Carbon Instruments from Service Provider, and Service Provider must provide such information to User and permit it to be audited by an independent third party.

20. RIGHTS OF SERVICE PROVIDER

20.1 Co-mingling of Gas

Service Provider will have the right to co-mingle Gas supplied by User with other Gas in the Pipeline System.

20.2 Processing

Service Provider may compress, cool, heat, clean and apply other processes to Gas consistent with its reasonable and prudent operation of the Pipeline System.

20.3 Operation of Pipeline System

Subject to its compliance with its obligations under this Agreement, Service Provider reserves the right to decide the manner in which it will operate the Pipeline System.

20.4 Delivery of Gas

Service Provider may at its absolute discretion satisfy its obligation to deliver Gas to User by using a Gas pipeline other than the Pipeline System, or by any other means.

21. GAS QUALITY

21.1 Gas Specification

User must ensure that all Gas it supplies at a Receipt Point conforms with the specification set down in AS 4564 "Australian Standard Specification for General Purpose Natural Gas", and in the case of:

- (a) the Moomba Gas Plant Receipt Point:

- (i) is at a temperature of not greater than 71°C; and
- (ii) contains not more than 3% by volume of carbon dioxide; and
- (b) the QSN Receipt Point, is at a temperature of not greater than 50°C,

provided that the Gas Specification at no time is of a lesser standard than that required by law ("**Gas Specification**").

21.2 Supply of Non-Specification Gas by User

- (a) Service Provider may refuse to accept Gas into the Pipeline System that does not meet the Gas Specification ("**Non-Specification Gas**") if to do so may result in:
 - (i) Service Provider delivering Non-Specification Gas at a Delivery Point to an Other User; or
 - (ii) damage to the Pipeline System.
- (b) If Non-Specification Gas is supplied into the Pipeline System by User, Service Provider:
 - (i) may issue an OFO directing User to restrict or terminate supplies of Non-Specification Gas into the Pipeline System;
 - (ii) will, if it issues an OFO, communicate that fact as soon as practicable to the Interconnect Parties or other persons supplying such Non-Specification Gas to User (if known) and request that such Interconnect Parties or other persons terminate the supply of such Non-Specification Gas as soon as possible;
 - (iii) may (if necessary and possible) itself restrict or terminate supplies of Non-Specification Gas into the Pipeline System;
 - (iv) will, if there is no other practical means of addressing the matter, vent or flare Gas to remove any or all of the Non-Specification Gas (and, in that event, Service Provider will give User Notice of the venting or flaring, or post a notification of the venting or flaring on the CRS); and
 - (v) will, as soon as it becomes aware that User has introduced Non-Specification Gas into the Pipeline System, provide User and all Other Users with Notice of that fact.
- (c) Where Gas is vented or flared by Service Provider pursuant to clause 21.2(b)(iv):
 - (i) the total quantity of Gas vented or flared (including any Gas meeting the Gas Specification):
 - (A) will be deemed not to have been received into the Pipeline System;

- (B) will be to the account of User (unless the Non-Specification Gas was supplied into the Pipeline System by User and by one or more Other Users, in which case the total quantity of Gas vented or flared will be pro-rated amongst those persons on the basis of their respective scheduled receipt quantities at the relevant Receipt Point); and
- (ii) User must, as soon as reasonably practicable after being notified of that venting or flaring, supply at the relevant Receipt Point a quantity of Gas conforming with the Gas Specification equal to the quantity of vented or flared Gas that is to the account of User.

21.3 Quality at Delivery Points

- (a) If on a Day User supplies Gas into the Pipeline System that conforms to the Gas Specification, then Service Provider will on that Day deliver Gas to User that conforms with the Gas Specification.
- (b) If Service Provider delivers or proposes to deliver Non-Specification Gas to User at the Delivery Point then:
 - (i) Service Provider must, as soon as it becomes aware of Non-Specification Gas at the Delivery Point, provide User with written notice of that fact (**Non-Specification Gas Notice**);
 - (ii) User may, within two hours of receiving a Non-Specification Gas Notice, issue a written notice to Service Provider directing Service Provider to restrict or terminate the delivery of Non-Specification Gas at the Delivery Point (**Non-Specification Gas Rejection Notice**), failing which it is deemed to accept the Non-Specification Gas;
 - (iii) Service Provider must comply with the Non-Specification Gas Rejection Notice as soon as practicably possible after receiving it and, the Firm Service Charge, as applicable, will be reduced to the extent of any quantity of Non-Specification Gas delivered by Service Provider up to the point in time that Service Provider complies with the Non-Specification Gas Rejection Notice; and
 - (iv) Service Provider's liability to User in connection with the delivery of Non-Specification Gas will be limited to the reduction in the Firm Service Charge contemplated by clause 21.3(b)(iii) and User will be entitled to no other compensation from Service Provider in that regard.

22. WARRANTY OF TITLE, CONTROL, POSSESSION AND RESPONSIBILITY

22.1 Warranty of Title

- (a) User represents, warrants and covenants to and with Service Provider that, at the time it supplies Gas into the Pipeline System at a Receipt Point, User will have full legal and beneficial title to the Gas, free and clear of all liens, charges and other security interests, encumbrances, any other third party interests and all other claims of any nature that are inconsistent with Service Provider's operation of the Pipeline System or that will conflict with the provision of the Services by Service Provider in accordance with this Agreement.
- (b) Subject to clause 22.1(c), title to and risk in Gas supplied into the Pipeline System by User will at all times remain with User.
- (c) Title to and risk in Pipeline Gas (except for Gas unaccounted for and lost Gas) passes from User to Service Provider when that Gas is used by Service Provider in the operation of the Pipeline System and/or in the provision of the Pipeline Services.

22.2 Custody, Control and Responsibility

Subject to the terms of this Agreement, Service Provider will:

- (a) take custody and control of Gas from the relevant Receipt Point until its delivery at a Delivery Point in accordance with the nomination procedure set out in clause 9; and
- (b) assume legal responsibility and Liability for Gas only while it is within Service Provider's custody and control.

22.3 Deemed Delivery of Gas

The Parties agree that by delivering Gas to a Delivery Point in accordance with the terms of this Agreement, Service Provider will be deemed to have delivered User's Gas to User. Such delivered Gas at a Delivery Point is and will be deemed to be that Gas received by Service Provider from User at the Receipt Point(s).

23. BARE TRANSFERS

- (a) User may undertake a Bare Transfer on a Day.
- (b) User need not supply Service Provider with any information in relation to a Bare Transfer.

24. PERMITTED MAINTENANCE AND CURTAILMENT

24.1 Maintenance

- (a) Service Provider must arrange for all maintenance, repairs, testing, enhancements, expansions, connections, adding to, altering, replacing or cleaning of the Pipeline System that affect, or are likely to affect, Capacity ("**Maintenance Operations**") to be carried out at such times and in such a way as to minimise, to the extent possible in the circumstances, any disruption to the Firm Service.
- (b) Where the nature or extent of any Maintenance Operations make it likely that, notwithstanding all reasonable and prudent efforts by Service Provider, some restriction in the Firm Service may be required, then Service Provider must consult with User and Firm Service Users to arrange for those Maintenance Operations to be carried out with the least amount of disruption to the Firm Service as is possible.
- (c) Without limitation to Service Provider's rights to curtail or interrupt the Services under clause 24.3, Service Provider will be entitled to curtail, or interrupt the Services either totally or partially in order to undertake Permitted Maintenance or for any other reason that Service Provider deems necessary, provided that if the aggregate of all such curtailments or interruptions to the Firm Service within any Year exceeds the Permissible Interruption Limit, then clause 24.2 will apply.
- (d) For the purpose of clause 24.1(c), the aggregate of all curtailments or interruptions to the Firm Service within any Year will be calculated as the aggregate amount of the Firm Service MDQ that is not available on each Day as a result of curtailments or interruptions pursuant to clause 24.1(c).

24.2 Firm Service Charge Reduction

- (a) Subject to clause 24.2(b), if in any Month in a Year, the aggregate of Service Provider's curtailments or interruptions to the Firm Service under clause 24.1(c) in that Year (calculated in accordance with clause 24.1(d)) exceeds the Permissible Interruption Limit, the Firm Service Charge and Whyalla Delivery Point Capacity Surcharge payable by User for that Month will be reduced in the same proportion that the amount of any further curtailment or interruptions of the Firm Service (being the amount of Firm Service MDQ that is not available on each Day within that Month, in aggregate) bears to the product of Firm Service MDQ and the number of Days in that Month.
- (b) To the extent that any curtailment or interruption of the Firm Service by Service Provider is caused by an act or omission of User, User will not be entitled to the benefit of clause 24.2(a).

- (c) For the avoidance of doubt, the aggregate curtailment or interruption of the Firm Service for the purposes of clause 24.1 and this clause 24.2 will be reset to zero at the start of each Year.

24.3 Service Provider's Permissible Interruption without Liability

Notwithstanding clauses 24.1 and 24.2, Service Provider may, without Liability to User, curtail or interrupt the Services, totally or partially, for any period of time that Service Provider reasonably and prudently considers to be necessary:

- (a) because of any condition, situation or circumstance that in the opinion of Service Provider may:
 - (i) present a threat of danger to the life, health or property of any person;
or
 - (ii) jeopardise the operational efficiency or integrity of the Pipeline System;
- (b) to comply with the requirements of the Licence, any Government Agency or any law;
- (c) during, as a result of, or in relation to User taking delivery of a quantity of Gas in excess of the MHQ;
- (d) in circumstances where User consents to the curtailment or interruption; or
- (e) under clause 21.2(b), 17.4(b)(ii) or 17.4(b)(iii).

24.4 Notional Receipt Point and Delivery Point Curtailment

In addition to the rights of Service Provider set out elsewhere in the Agreement, Service Provider will be entitled to curtail, interrupt or discontinue the provision of any Service utilising a Notional Receipt Point or Notional Delivery Point under this Agreement without any Liability to User to the extent there is insufficient Capacity at the Notional Receipt Point or Notional Delivery Point on a Day.

24.5 Provision of Notice

- (a) Service Provider will provide User with notification of any curtailment or interruption to the Services in accordance with this clause 24.5 (a "**Curtailment Notice**") at a time and in a manner that is reasonable and prudent under then existing conditions which, depending on such conditions, may be before or after the curtailment or interruption. Where such a Curtailment Notice is provided on the CRS, Service Provider will send a copy of that Curtailment Notice by facsimile or email to User in accordance with clause 29 and will also telephone User to advise that the Curtailment Notice has been or will be provided.
- (b) User will be solely responsible for informing all affected gas suppliers and downstream entities of the curtailment or interruption set out in any Curtailment Notice.

- (c) Service Provider will, on a reasonable request by User and within a reasonable time after the request is made, provide such information as is reasonably required to support the issue of a Curtailment Notice.
- (d) Nothing in this clause 24.5 limits Service Provider's right to curtail or interrupt the Services in accordance with the provisions of this Agreement.

24.6 Curtailment Compliance

- (a) If Service Provider issues a Curtailment Notice, then User will be allowed one hour (or such lesser or greater time as is stipulated by Service Provider in the Curtailment Notice) to comply with the requirements of the Curtailment Notice.
- (b) If User does not comply with the requirements of a Curtailment Notice within the time period stipulated by Service Provider, Service Provider may take action to give effect to those requirements.

24.7 Charge

All Gas taken by User in violation of a Curtailment Notice after the time referred to in clause 24.6(a) has passed, will attract a charge calculated by multiplying the number of GJs (or part thereof) of Gas in respect of which User is at variance from the level of receipts or deliveries specified in the Curtailment Notice by the Default Charge Rate.

25. OPERATIONAL FLOW ORDERS

25.1 Description of Contents of OFOs

- (a) An "**OFO**" (or "**Operational Flow Order**") is an announcement by Service Provider:
 - (i) of operating conditions, attributable to conduct of User, that is in breach of User's obligations under this Agreement, which conduct is adversely affecting or may adversely affect, the provision of Pipeline Services to one or more Other Users; and
 - (ii) that directs User to take specific action as a result.

The issue of an OFO is in addition to any other rights that Service Provider has under this Agreement.

- (b) Each OFO will contain the following:
 - (i) the time and date that it was issued;
 - (ii) the time and date from which the OFO is effective;

- (iii) the duration of the OFO (provided that if none is specified, the OFO will remain effective until further notice);
- (iv) the action, if any, that User must take;
- (v) the reason(s) for the OFO including the particulars of the relevant breach of User's obligation under this Agreement that gave rise to the issue of the OFO; and
- (vi) such other information as Service Provider considers necessary.

25.2 Conditions Under Which an OFO may be issued

An OFO may be issued:

- (a) to alleviate conditions that threaten the operational integrity of the Pipeline System;
- (b) to maintain Line Pack Gas and pressures necessary in order for Service Provider to maintain Capacity and the ability to receive and deliver scheduled quantities of Gas under this Agreement and the agreements with Other Users;
- (c) to ensure adequate quantities of Gas are received at the Receipt Points on the Pipeline System and taken by User at specific Delivery Points on the Pipeline System;
- (d) to alleviate operational problems arising from excessive supplies of Gas at the Receipt Points or excessive deliveries of Gas at specific Delivery Points;
- (e) to alleviate other Receipt Point or Delivery Point problems or difficulties not reflected in clauses 25.2(a) to 25.2(d); or
- (f) for any other reason Service Provider deems necessary to address operating conditions or conduct of the kind referred to in clause 25.1(a)(i).

25.3 Means of Issuing OFOs

- (a) Service Provider may issue an OFO by posting the OFO on the CRS. Notification that an OFO has been issued will be sent by facsimile to User and Service Provider will also telephone User to advise that the OFO has been or will be issued.
- (b) User:
 - (i) must monitor the CRS for any OFO applicable to User; and
 - (ii) will be solely responsible for complying with each OFO.

25.4 Obligations of User

- (a) Upon an OFO being issued, User must, from the time the OFO is effective until it ceases to have effect (either according to its terms or upon Service Provider giving notice to that effect) take the actions set out in the OFO, which may include:
 - (i) only using a Delivery Point in respect of which User has a Contracted Delivery Point MDQ;
 - (ii) increasing supplies at Receipt Points and/or restricting deliveries of Gas at Delivery Points;
 - (iii) restricting or limiting supplies of Gas at Receipt Points; or
 - (iv) any other action Service Provider deems necessary to address operating conditions or conduct of the kind referred to in clause 25.1(a)(i).
- (b) If User does not comply with the requirements of an OFO within the time period stipulated by Service Provider, Service Provider is entitled to take such recourse as it deems necessary to give effect to those requirements.

25.5 Payment of Charge by User

User must pay an amount equal to the Default Charge Rate for each GJ of Gas in respect of which User is at variance from the level of receipts or deliveries specified in an OFO between the time that an OFO becomes effective and the time it ceases to have effect according to its terms or is otherwise terminated or withdrawn by Service Provider.

26. FORCE MAJEURE

26.1 Definition

- (a) Subject to clause 26.1(b), for the purposes of this Agreement, "**Force Majeure**" means any event or circumstance not within the reasonable control of a Party which, by the exercise of due diligence, that Party is not reasonably able to foresee, prevent or overcome, including without limiting the generality of the nature of those events or circumstances and providing they meet the foregoing criteria:
 - (i) acts of God, including earthquakes, floods, washouts, landslides, lightning, storms and the elements;
 - (ii) strikes, lockouts, bans, slowdowns or other industrial disturbances;
 - (iii) acts of enemy, wars, acts of terrorism, blockades or insurrections, riots and civil disturbances, arrest and restraint of rulers and peoples;

- (iv) fire or explosion;
 - (v) epidemic or quarantine;
 - (vi) any order of any court or any order, law, rule, regulation, act or omission of any Government Agency having jurisdiction or any failure to obtain any necessary governmental consent or approval;
 - (vii) any accident, breakages or accident to machinery or pipelines, the necessity for making repairs and/or alterations in machinery or pipelines (other than routine maintenance for which notice has not been given), freezing of pipelines; or
 - (viii) partial or entire failure of pipeline(s) or deliverability.
- (b) Notwithstanding clause 26.1(a), the following will not under any circumstance constitute (directly or indirectly) events or circumstances of Force Majeure:
- (i) changes in market structure or market conditions for:
 - (A) the transportation, purchase or sale of Gas; or
 - (B) any good or service manufactured or provided by User;
 - (ii) lack of, or reduction in, Gas reserves, water supply or raw materials;
 - (iii) commercial failure, expiration or termination for whatever reason of a contract; or
 - (iv) lack of funds.

26.2 Non-Performance Excused

Subject to clauses 26.3 and 26.4, any failure by either Party to perform an obligation under this Agreement will, during the time and to the extent that such performance is prevented, wholly or in part, by Force Majeure:

- (a) be excused and not constitute a default of that Party's obligations under this Agreement; and
- (b) not give rise to any Liability to the other Party.

26.3 Notification and Diligence

A Party that is, by reason of Force Majeure, unable to perform any obligation must:

- (a) give the other Party a Notice as soon as possible after becoming aware of the Force Majeure specifying:
 - (i) particulars of the event or circumstance of Force Majeure (known at the time of giving notice) including the date of commencement of the

event or circumstance and an estimate of the period of time required to enable it to resume full performance of its obligations; and

- (ii) where possible, the means proposed to be adopted to remedy or abate the Force Majeure;
- (b) use reasonable and prudent efforts to remedy, abate or mitigate the effects of the Force Majeure as expeditiously as possible; and
- (c) resume performance as expeditiously as possible after the Force Majeure has abated to an extent which permits resumption of performance, and notify the other Party immediately when resumption of performance has occurred.

26.4 Consequence of Force Majeure

- (a) An event or circumstance of Force Majeure does not relieve either Party from its obligations to make payments of amounts then due in respect of Gas previously delivered.
- (b) An event or circumstance of Force Majeure affecting User does not suspend or reduce User's obligation to pay any moneys that would be payable under this Agreement.

26.5 Extended Force Majeure

If a Party has invoked the provisions of this clause 26 and the same Force Majeure prevents the performance of any obligation or condition required to be performed under this Agreement for a period of 18 consecutive Months:

- (a) either Party may terminate this Agreement by giving the other Party not less than two Months' Notice to that effect; and
- (b) thereafter neither Party will be under any further obligation to the other, but each the Party will remain responsible for the performance of its obligations under this Agreement arising prior to the date of termination.

27. ENTRY RIGHTS

27.1 Grant Right of Entry

Subject to any existing connection agreements and clause 27.2, each Party grants to the other Party, and to the other Party's officers, employees, agents and contractors, a right of entry for any purposes contemplated by this Agreement to premises owned or controlled by it and upon which any Receipt Point or Delivery Point is located ("**Premises**").

27.2 Notice and other Obligations of Party Seeking Entry

The Party seeking entry to Premises:

- (a) must give at least 24 hours' Notice to the other Party specifying the time of such proposed entry and the reason why entry is required;
- (b) must take all reasonable steps to ensure that its officers, employees, agents and contractors who enter the Premises cause as little inconvenience as possible to any operations of the other Party on the Premises and at all times observe all safety and security procedures (including, any relevant induction procedures) reasonably required by the Party giving access;
- (c) will be liable for all acts and omissions of its officers, employees, agents and contractors who enter the Premises except where such acts and omissions result from the negligence or default of the Party giving access; and
- (d) must bear its own costs of obtaining entry to the Premises.

27.3 Third Parties' Premises

If any equipment to be owned by or relied upon by either Party for the purposes of this Agreement is, or will be, located on premises of a third party, then the Party owning or relying upon the equipment will use its best endeavours to secure for the other Party a right of entry (equivalent to that in clause 27.1) to the third party's premises.

28. NEW RECEIPT AND DELIVERY POINTS

28.1 New Receipt Point or Delivery Point

- (a) Subject to clauses 28.1(b) through 28.1(d), User may add a new receipt point or a new delivery point to the existing Receipt Points or existing Delivery Points (each a "**New Receipt Point**" or a "**New Delivery Point**" as applicable) by making a written request to Service Provider, in which User provides:
 - (i) a description of the New Receipt Point or New Delivery Point; and
 - (ii) the date from which the addition or change is to occur (which must be at least 30 Days after the date on which the request is received by Service Provider),
 (a "**New Point Request**").
- (b) Subject to clause 28.1(c) and clause 28.1(d), Service Provider will provide Services to a New Delivery Point or from a New Receipt Point described in a New Point Request, provided that:
 - (i) in the case of either a New Receipt Point or New Delivery Point:
 - (A) there is a connection allowing the physical flow of Gas in accordance with Service Provider's standards between the Pipeline System and the New Receipt Point or New Delivery

Point and that New Receipt Point or New Delivery Point has been fully constructed, commissioned and is operational;

- (B) there is adequate available Capacity at the New Receipt Point or the New Delivery Point for Service Provider to undertake the New Point Request;
 - (C) User agrees that, after Service Provider implements the New Point Request, User will continue to pay, as a minimum, the tariffs and charges paid by User under the terms of this Agreement immediately prior to Service Provider implementing the New Point Request;
 - (D) User agrees to pay any reasonable additional charges (including, any additional lateral or receipt point charges associated with implementing the New Point Request, including the provision of Services from the New Receipt point or to the New Delivery Point, as applicable) necessary for Service Provider to recover the additional costs (if any) of operating the Pipeline System or New Receipt Point or New Delivery Point facilities as applicable, including any applicable capital cost rebates, which additional charges are reasonably incurred by Service Provider as the result of the New Point Request. Service Provider can levy these additional costs as a lump sum, periodic payment or by reference to contract volumes, but in any case must provide an estimate of these additional charges prior to implementing the New Point Request; and
 - (E) it is commercially, technically and operationally feasible for Service Provider to do so;
- (ii) in the case of a New Receipt Point:
- (A) the New Receipt Point is located at a point on the Pipeline that is consistent with the direction of the Services to be provided using that Receipt Point; and
 - (B) the New Receipt Point is capable of delivering Gas into the Pipeline System at a pressure sufficient to provide the Services; and
- (iii) in the case of a New Delivery Point, it is located at a point on the Pipeline consistent with the direction of the Services to be provided using that Delivery Point.
- (c) The addition or change of a Receipt Point or Delivery Point pursuant to this clause 28.1 will also be subject to:
- (i) any other reasonable conditions Service Provider may impose; and

- (ii) User and Service Provider setting out in a document signed by both Parties all amendments to the Commercial Services Schedule(s) and any relevant provision of this Agreement that are necessary to give effect to changes to be made pursuant to this clause 28.1.
- (d) Notwithstanding clause 28.1(b), Service Provider is under no obligation whatsoever to undertake construction or make capital improvements at any New Receipt Point or New Delivery Point unless Service Provider and User have entered into a separate written agreement to the contrary.

28.2 Reallocation of Delivery Point MDQ

- (a) Subject to clauses 28.2(b) through 28.2(d), User may request a reallocation of some of its Contracted Delivery Point MDQ from an existing Delivery Point, as the case may be ("**Existing Delivery Point**") to another Delivery Point ("**Alternate Delivery Point**"), (both referred to as a "**Delivery Point Reallocation**") by making a request to Service Provider in writing, provided that no amount can be allocated to a Notional Delivery Point.
- (b) Subject to clauses 28.2(c) and 28.2(d), Service Provider will agree to and will implement the Delivery Point Reallocation as soon as reasonably practicable after the request from User is made (and, in any event, not later than 30 Days after that request is made), provided that:
 - (i) it is technically and operationally feasible for Service Provider to undertake the requested Reallocation;
 - (ii) there is adequate available Capacity at the Alternate Point for Service Provider to undertake the requested Delivery Point Reallocation;
 - (iii) User agrees that, after Service Provider implements the requested Delivery Point Reallocation, User will continue to pay, as a minimum, the tariffs and charges paid by User under the terms of this Agreement immediately prior to Service Provider implementing the requested Delivery Point Reallocation;
 - (iv) User agrees to pay any reasonable additional charges (including, any additional lateral or delivery point charges associated with implementing the requested Delivery Point Reallocation) necessary for Service Provider to recover the additional costs (if any) of operating the Pipeline System or the Alternate Delivery Point, which additional charges will be reasonably incurred by Service Provider as the result of the requested Delivery Point Reallocation including any applicable capital cost rebates. Service Provider can levy these additional costs as a lump sum, periodic payment or by reference to contract volumes, but, in any case, must provide User with an estimate of these additional charges prior to implementing the Delivery Point Reallocation; and

- (v) in the case of any Delivery Point Reallocation to another Delivery Point or a New Delivery Point in the Loop Line Zone, a pressure services agreement is entered into.
- (c) The Reallocation will also be subject to:
 - (i) any other reasonable conditions Service Provider may impose; and
 - (ii) User and Service Provider setting out in a document signed by both Parties all amendments to the Commercial Terms Schedule and any relevant provision of this Agreement that are necessary to give effect to changes to be made pursuant to this clause 28.2.
- (d) Notwithstanding clauses 28.2(b) and 28.2(c), Service Provider is under no obligation whatsoever to undertake construction or make capital improvements at a Delivery Point unless Service Provider and User have entered into a separate written agreement to the contrary.

28.3 Reallocation of Receipt Point MDQ

- (a) Subject to clauses 28.2(b) through 28.2(d), User may request a reallocation of its Contracted Receipt Point MDQ from and existing Receipt Point, as the case may be ("**Existing Receipt Point**") to another Receipt Point, as applicable ("**Alternate Receipt Point**"), (referred to as a "**Receipt Point Reallocation**") by making a request to Service Provider in writing, provided that no amount can be allocated to a Notional Receipt Point.
- (b) Subject to clauses 28.2(c) and 28.2(d), Service Provider will agree to and will implement the Reallocation as soon as reasonably practicable after the request from User is made (and, in any event, not later than 30 Days after that request is made), provided that:
 - (i) User has not requested a Receipt Point Allocation more than once in any one Year period commencing 1 January of that Year;
 - (ii) the Receipt Point Reallocation is from a Southern Haul Receipt Point to a Northern Haul Receipt Point or vice versa;
 - (iii) the Receipt Point Reallocation is for the entire amount of the existing Contracted Receipt Point MDQ;
 - (iv) the Receipt Point Reallocation is for a minimum term of one Year commencing 1 January following the request;
 - (v) it is technically and operationally feasible for Service Provider to undertake the requested Receipt Point Reallocation and any such Receipt Point Reallocation does not result in a breach by Service Provider of any legal or other regulatory requirements; ;

- (vi) there is adequate available Capacity at the Alternate Receipt Point for Service Provider to undertake the requested Receipt Point Reallocation;
 - (vii) User agrees that, after Service Provider implements the requested Receipt Point Reallocation, User will continue to pay, as a minimum, the tariffs and charges paid by User under the terms of this Agreement immediately prior to Service Provider implementing the requested Receipt Point Reallocation;
 - (viii) User agrees to pay any reasonable additional charges (including, any additional lateral or delivery point charges associated with implementing the requested Receipt Point Reallocation) necessary for Service Provider to recover the additional costs (if any) of operating the Pipeline System or the Alternate Receipt Point, which additional charges will be reasonably incurred by Service Provider as the result of the requested Receipt Point Reallocation including any applicable capital cost rebates. Service Provider can levy these additional costs as a lump sum, periodic payment or by reference to contract volumes, but, in any case, must provide User with an estimate of these additional charges prior to implementing the Reallocation; and
- (c) The Receipt Point Reallocation will also be subject to:
- (i) any other reasonable conditions Service Provider may impose; and
 - (ii) User and Service Provider setting out in a document signed by both Parties all amendments to the Commercial Terms Schedule and any relevant provision of this Agreement that are necessary to give effect to changes to be made pursuant to this clause 28.2.
- (d) Notwithstanding clauses 28.2(b) and 28.2(c), Service Provider is under no obligation whatsoever to undertake construction or make capital improvements at a Delivery Point unless Service Provider and User have entered into a separate written agreement to the contrary.

28.4 Receipt Point Equipment

Unless the Parties otherwise agree:

- (a) any equipment at a Receipt Point that is not owned by Service Provider and is necessary to enable it to provide the Services:
 - (i) must be made available by User to Service Provider at no cost for use by Service Provider; and
 - (ii) will be operated and maintained at User's cost by Service Provider;

- (b) User must ensure that all Measuring Equipment at a New Receipt Point that is not owned by Service Provider is designed and constructed in accordance with Schedule 2;
- (c) the Measuring Equipment at a Receipt Point, irrespective of ownership, must at all times comply with the specifications and other technical requirements for Measuring Equipment set out in Schedule 2 so as to record continuously the volume and the energy flow rate and all measurements used in their computation; and
- (d) a Receipt Point must have an emergency shutdown valve, flow control valve with pressure control override, and equipment for metering, quality measurement, pressure control, isolation, protection and cleaning, and for making available metering data for instantaneous transmission to the Pipeline System's control centre with SCADA and communications protocols acceptable to Service Provider, and any other equipment for the safe and reliable receipt of Gas in accordance with this Agreement.

28.5 Unused Receipt Points

If Gas has not been supplied at a Receipt Point by or on behalf of User or any Other Users during any period of 12 consecutive Months:

- (a) Service Provider may, upon giving not less than 180 Days' notice to User (if affected) and all affected Other Users, cease to make use of that Receipt Point for the provision of Pipeline Services; and
- (b) in that event, where User or an Other User has a contract for a Firm Service:
 - (i) that contract will be deemed to be amended by deleting the reference to there being a Contracted Receipt Point MDQ at that Receipt Point; and
 - (ii) User must transfer, pursuant to clause 28.2, the amount of the Contracted Receipt Point MDQ at that Receipt Point so that it becomes, or increases, one or more Contracted Receipt Point MDQ at one or more other Receipt Points.

28.6 Delivery Point Equipment

Unless the Parties otherwise agree:

- (a) any equipment at or downstream of a Delivery Point that is not owned by Service Provider and is required by Service Provider to provide the Services:
 - (i) must be made available by User to Service Provider at no cost for use by Service Provider; and
 - (ii) will be operated and maintained by Service Provider;

- (b) User must ensure that all Measuring Equipment at a New Delivery Point that is not owned by Service Provider is designed and constructed in accordance with Schedule 2;
- (c) the Measuring Equipment at any New Delivery Point, irrespective of ownership, must at all times comply with the specifications and other technical requirements for Measuring Equipment set out in Schedule 2 so as to record continuously the volume and the energy flow rate and all measurements used in their computation; and
- (d) a Delivery Point must have an emergency shutdown valve, flow control valve with pressure control override, and equipment for metering, quality measurement, pressure control, isolation, protection and cleaning, and for making available metering data for instantaneous transmission to the Pipeline System's control centre with SCADA and communications protocols acceptable to Service Provider, and any other equipment for the safe and reliable delivery of Gas in accordance with this Agreement.

28.7 Unused Delivery Points

If delivery of Gas has not been taken at a Delivery Point by a person having a contract for a Firm Service during any period of 12 consecutive Months:

- (a) Service Provider may, upon giving not less than 180 Days' notice to User (if affected) and all affected Other Users, cease to make use of that Delivery Point for the provision of Pipeline Services; and
- (b) in that event, where User or an Other User has a contract for a Firm Service:
 - (i) that contract will be deemed to be amended by deleting the reference to there being a Contracted Delivery Point MDQ at that Delivery Point; and
 - (ii) User must transfer, pursuant to clause 28.2, the amount of the Contracted Delivery Point MDQ at that Delivery Point so that it becomes, or increases, one or more Contracted Delivery Point MDQ at one or more other Delivery Points.

28.8 Adjoining Facility Operator

Service Provider may exchange metering data and allocated Gas quantities determined pursuant to this Agreement with the operator of any distribution pipeline system, transmission pipeline system or other Gas facility that directly connects with the Pipeline System, or with the STTM Operator (or intermediary) or market operator (or intermediary) of any market associated with that distribution pipeline system, transmission pipeline system or other Gas facility.

29. NOTICES

29.1 CRS

- (a) Subject to clauses 29.1(b) and 29.1(c), it is intended that each notice, notification, consent, request and other communication ("**Notice**") between the Parties will be given or made on the CRS, provided that Notices may also be given in accordance with clause 29.2.
- (b) Clause 29.1(a) does not apply in relation to any Notice that is expressly required to be given in accordance with a provision of this Agreement.
- (c) If at any time the CRS fails to function properly, then each Notice that is required to be given during the period of failure must be given in accordance with clause 29.2.

29.2 Written Form

- (a) Except as otherwise provided in this Agreement, any Notice or invoice issued under this Agreement must be:
 - (i) in writing and signed by a person duly authorised by the sender; and
 - (ii) hand delivered or sent by prepaid post, email or facsimile to the recipient's address, email address or facsimile number specified in clause 29.3, as varied by any Notice given by the recipient to the sender.
- (b) A Notice or invoice issued in accordance with clause 29.2(a) will be taken to be received:
 - (i) if hand delivered, on delivery;
 - (ii) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);
 - (iii) if sent by email, when the sender has received a confirmation email from the addressee of the original email (provided that an auto-generated reply from the addressee will not constitute such a confirmation); or
 - (iv) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within one Business Day after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 1700 hours (local time) on a Business Day in the place of receipt, the Notice

is taken to be received at 0900 hours (local time) on the next Business Day in the place of receipt.

29.3 Address for Notices

Unless changed, the Parties' address and other contact details for Notices under this Agreement are:

- (a) in the case of Service Provider:

Non-operational Notices

Epic Energy South Australia Pty Limited
26 High Street
Dry Creek SA 5094

Attention: Manager, Commercial
Telephone: (08) 8343 8100

Email: commercial@epic.com.au

Operational Notices

Epic Energy South Australia Pty Limited

Attention: Pipeline Control
Telephone: 1300 662 734

Email: gas.control@epic.com.au

- (b) in the case of User:

[#Insert Party & Address#]

Attention: [#Insert#]
Telephone: [#Insert#]
Fax: [#Insert#]

Email: [#Insert#]

30. CUSTOMER REPORTING SYSTEM

30.1 Establishment of CRS

Service Provider will establish and maintain a customer reporting system ("**CRS**") for the purposes described in this Agreement (and for such other purposes as are notified by Service Provider from time to time).

30.2 Information and Access

- (a) Service Provider will afford User with access to the CRS during the Term on an interactive and timely basis.

- (b) Service Provider agrees that access to the CRS will be provided on an interactive, non-discriminatory, timely basis only to the following persons:
 - (i) User and Other Users that have a current contract for Pipeline Services on the Pipeline System with Service Provider; and
 - (ii) a person that has been assigned a CRS User ID and password by Service Provider,

each of such persons being a "**CRS User**".

30.3 CRS User Obligations

- (a) In addition to any other obligations of User (express and implied) under this Agreement in relation to the CRS, User must:
 - (i) abide by such reasonable rules for the use of the CRS as are published by Service Provider from time to time;
 - (ii) confine its use of the CRS to purposes necessary to meet its obligations, and to exercise its rights, under its own contract(s) for Pipeline Services on the Pipeline System with Service Provider;
 - (iii) only seek access on the CRS to information that is either:
 - (A) specific to User; or
 - (B) relevant to all CRS Users;
 - (iv) not, and must not attempt to:
 - (A) corrupt; or
 - (B) interfere with,the operation of the CRS; and
 - (v) implement appropriate security procedures in relation to:
 - (A) the CRS User ID and password assigned to User by Service Provider; and
 - (B) User's access to the CRS,to prevent unauthorised access to User's information or to the CRS.
- (b) User acknowledges and agrees that:
 - (i) Service Provider would incur significant costs, expenses and inconvenience if User were to breach any of the obligations referred to in clause 30.3(a); and

- (ii) the obligations in clause 30.3(a) are material obligations for the purposes of clause 32.1(b).

30.4 Procedures to Back-Up, Archive and Retrieve Data

- (a) After the end of each Month, Service Provider will remove all completed transactions from the CRS for the preceding Month, but notices still current at that time will not be removed.
- (b) Subject to any additional statutory, regulatory or contractual record retention requirements, Service Provider will retain (for 24 Months for audit purposes) daily back-up files of the data displayed on the CRS.
- (c) Service Provider will, upon receipt of a request on the CRS from User:
 - (i) provide to User, in electronic form, a copy of any data retained by Service Provider pursuant to clause 30.4(b), excluding any data which is, or which Service Provider considers to be, confidential or commercially sensitive; or
 - (ii) permit User to view, at Service Provider's nominated office, the data retained by Service Provider pursuant to clause 30.4(b) that relates solely to User.

30.5 CRS Not Operational

If at any time the CRS is not operating or fails to function properly, then all notices, notifications, requests, consents and other communications (including operating protocols) that are required to be given during the period of failure must be given by facsimile in accordance with clause 29.2.

30.6 Monitoring of CRS

User acknowledges that it will be solely responsible for monitoring the CRS for information relating to or affecting User.

31. LIABILITY AND INDEMNITY

31.1 Indemnity

- (a) User indemnifies Service Provider and each of its Related Bodies Corporate for any Losses suffered or incurred by:
 - (i) Service Provider or any of its Related Bodies Corporate; or
 - (ii) User,in connection with any Claim brought against Service Provider or any of its Related Bodies Corporate or otherwise, arising out of or in connection with:

- (A) the supply by User of Non-Specification Gas into the Pipeline System; or
- (B) User's failure to comply with an OFO (including for actions taken by the Service Provider under clause 25.4(b)),

except to the extent that any such Losses result from any negligent act or omission, unlawful act, wilful misconduct, fraudulent conduct or breach of this Agreement by Service Provider or any of its Related Bodies Corporate.

- (b) User indemnifies Service Provider and each of its Related Bodies Corporate for any Direct Losses suffered or incurred by Service Provider or any of its Related Bodies Corporate in connection with any Claim brought against Service Provider or any of its Related Bodies Corporate or otherwise, arising out of or connection with:
 - (i) an Excess Imbalance in respect of which Service Provider has posted a notification on the CRS or otherwise given a Notice to User pursuant to clause 17.4; or
 - (ii) any breach by User of its obligations under, or any use of the CRS in contravention of (or as a result of the contravention of), clause 30,

except to the extent that any such Direct Losses result from any negligent act or omission, unlawful act, wilful misconduct, fraudulent conduct or breach of this Agreement by Service Provider or any of its Related Bodies Corporate.

31.2 STTM

- (a) User acknowledges that Service Provider is obliged to follow the STTM Rules and the STTM Procedures.
- (b) Service Provider will not be liable to User for any Losses incurred by User under the STTM as a result of Service Provider failing at any time during the Term to allocate Gas among User and Other Users at any Receipt Point or Delivery Point in accordance with the STTM Rules or the STTM Procedures.

31.3 Direct Losses

- (a) Subject to clause 31.3(b), the Liability of each Party to the other for any Claim will be limited to the Direct Losses that are caused by the relevant breach or cause of action.
- (b) The limitation of Liability in clause 31.3(a) does not:
 - (i) Apply to or otherwise limit User's indemnity in favour of Service Provider in clause 31.1(a); or
 - (ii) apply to or otherwise limit the Liability of a Party to the extent that the Liability results from:

- (A) any breach of clause 35; or
 - (B) any fraud or wilful misconduct.
- (c) Notwithstanding any other provision of this Agreement Service Provider's liability arising out of or in any way connected with this Agreement or any Claim shall not exceed the sum equivalent to 6 months Firm Service Charges under this Agreement in the aggregate.

31.4 Third party benefit

Each Party acknowledges and agrees that Service Provider holds on trust for each of its Related Bodies Corporate the benefit of any rights and remedies conferred upon them by this clause 31 and in the case of breach Service Provider may enforce any of those rights and remedies on the behalf of all or any of them.

31.5 Minimise Losses

Each Party agrees it will act in a reasonable and prudent way to minimise losses to the other Party in respect of the indemnities given in this clause 31.

32. DEFAULT AND TERMINATION

32.1 Default by User

An "**Event of Default**" by User occurs when User:

- (a) suffers an Insolvency Event;
- (b) defaults in performance of a material obligation under this Agreement ("**Default**") and, where the Default is capable of being remedied, does not remedy the Default within a period of 21 Days from the date of User's receipt of Notice from Service Provider requiring the Default to be remedied; or
- (c) fails to pay any amount due to Service Provider and that amount, plus interest accrued at the Interest Rate plus 2% per annum, is still outstanding 7 Days after the date of User's receipt of Notice of the outstanding amount from Service Provider ("**Payment Default**").

32.2 Rights of Service Provider

If an Event of Default by User occurs, Service Provider may, by Notice to User:

- (a) suspend the Services with immediate effect and, if Service Provider wishes to do so, provide access to a third party to that amount of the Capacity in the Pipeline System contracted to User under this Agreement, until (as the case may be):
 - (i) the Insolvency Event has been removed or rectified;
 - (ii) the Default has been remedied; or

- (iii) the Payment Default has been remedied; and/or
- (b) terminate this Agreement with immediate effect.

32.3 Continuation of Payment Obligations

If Service Provider elects to suspend the Services under clause 32.2, User will not be relieved of any of its obligations to make payments under this Agreement in respect of the Services performed prior to the suspension.

32.4 Rights of User

If Service Provider:

- (a) defaults in providing the Firm Service to User under this Agreement and does not remedy that default within 7 Days after the date of Service Provider's receipt of Notice from User requiring that default to be remedied;
- (b) otherwise defaults in performance of a material obligation and does not remedy that default within a period of 21 Days from the date of Service Provider's receipt of Notice from User requiring the default to be remedied; or
- (c) fails to pay any amount due and payable to User under this Agreement and that amount, plus interest accrued at the Interest Rate plus 2% per annum, is still outstanding 7 Days after the date of Service Provider's receipt of Notice of demand from User,

User may, by Notice to Service Provider, terminate this Agreement or suspend the operation of this Agreement until the default or failure referred to in paragraph (a), (b) or (c) above has been rectified with immediate effect.

32.5 Other Rights and Remedies

The rights and remedies described in clauses 32.2 and 32.4 are in addition to any other rights and remedies available to the Parties whether in law, in equity or otherwise.

32.6 Prior Rights

Termination of this Agreement will not prejudice the rights of either Party that have accrued prior to the date of termination.

33. DISPUTE RESOLUTION AND INDEPENDENT EXPERTS

33.1 Dispute resolution

- (a) Subject to clause 18.4, if any dispute, controversy or claim arises between the Parties out of or in connection with this Agreement, including any question regarding its existence, validity or termination ("**Dispute**") and a Party wishes to initiate a resolution of the Dispute, that Party must give a Notice of Dispute to the other Party, in which event:

- (i) each Party must nominate one of its senior managers or executives to meet with the senior managers or executives of the other Party in an attempt to resolve the Dispute;
 - (ii) the senior managers or executives nominated under clause 33.1(a)(i) must use their best endeavours to resolve the Dispute within a period of 20 Business Days after the Notice of the Dispute was given;
 - (iii) if the Parties agree, they may retain the non-binding mediation services of an agreed mediator; and
 - (iv) if the Dispute remains unresolved at the end of the period referred to in clause 33.1(a)(ii), and the Dispute is a technical matter or a financial matter (as those expressions are defined in clause 33.2), then either Party may give Notice to the other Party within five Business Days that it requires the Dispute to be determined by an independent expert ("**Independent Expert**") in accordance with clauses 33.3 to 33.8.
- (b) The Parties must use reasonable endeavours to resolve a Dispute under this clause 33.
- (c) If a disagreement arises about whether the Dispute falls within the definition of technical matter under clause 33.2(a) or financial matter under clause 33.2(a) (**Disagreement**), then:
- (i) within five Business Days of receiving a notice in accordance with clause 33.1(a)(iv), the Parties must appoint a Senior Counsel or Queens Counsel (**Counsel**). If the Parties cannot agree upon the identity of Counsel, then the appointment is to be determined by the President of the South Australian Bar Association (or the President's delegate);
 - (ii) within five Business Days of Counsel's appointment, each Party may provide a written submission (of no longer than three pages) to Counsel and the other Party in relation to the Disagreement; and
 - (iii) within 10 Business Days of Counsel's appointment, Counsel will make a determination in writing in relation to the Disagreement. The determination will be final and binding on the Parties and the Parties agree that the determination will be conclusive as to whether a Dispute satisfies the definition of a financial matter or a technical matter (as the case may be).

33.2 Technical and financial matters

For the purposes of this clause 33:

- (a) a "**technical matter**" means a matter that is wholly capable of determination by reference to engineering or scientific knowledge and practices; and

- (b) a "**financial matter**" means a matter that is wholly capable of determination by reference to auditing and accounting records, knowledge or practices.

33.3 Appointment of Independent Expert

In the event that a Dispute is required to be determined by an Independent Expert under clause 33.1(a)(iv), then the procedure for the appointment of an Independent Expert shall be as follows:

- (a) the Party wishing to have the Dispute determined shall give Notice to that effect to the other Party specifying the nature of the Dispute; and
- (b) the Parties must endeavour to agree upon the identity of the Independent Expert to be appointed, but in the event they are unable to agree upon the identity of the Independent Expert within 15 Days of the notice referred to in clause 33.3(a), either Party may provide a copy of the notice and a copy of this clause 33:
 - (i) if the Dispute relates to a technical matter, to the President for the time being of the Institution of Engineers, Australia (or his or her delegate); or
 - (ii) if the Dispute relates to a financial matter, to the Chief Executive Officer for the time being of The Institute of Arbitrators & Mediators Australia (or his or her delegate); or
 - (iii) in either case, if the relevant body referred to in clause 33.3(b)(i) or clause 33.3(b)(ii) no longer exists, to the President (or his or her delegate) for the time being of such successor body or association as is then performing the function formerly carried out by the relevant body,

together with a request for the nomination of a suitably qualified person to act as the Independent Expert to determine the Dispute and the person so nominated shall be appointed as the Independent Expert for the determination of the Dispute.

33.4 Expert not an arbitrator

The Independent Expert appointed under clause 33.3 will act as an expert and not as an arbitrator and may proceed in any manner that the Independent Expert considers appropriate, without being bound to observe the rules of natural justice or the rules of evidence.

33.5 Evidence and representation

- (a) Each Party may be legally represented at any hearing before the Independent Expert.
- (b) Each Party shall make available to the Independent Expert all materials requested by the Independent Expert and all other materials which are

relevant to the Independent Expert's determination, subject to any valid claim to legal professional privilege.

- (c) Unless otherwise agreed by the Parties, all material and evidence made available for the purposes of the determination shall be kept confidential.

33.6 Determination

- (a) The Independent Expert shall make a determination of the issue in Dispute within three Months of his or her appointment. The determination of the Independent Expert:
 - (i) will be in writing;
 - (ii) will be final and binding upon the Parties in the absence of fraud, manifest error or breach of clause 33.8(c) by the Independent Expert; and
 - (iii) shall be kept confidential unless otherwise agreed to by all Parties involved in the determination.
- (b) Before the expiration of the period referred to in clause 33.6(a) the Independent Expert may extend the period of time referred to in clause 33.6(a) by period of time not greater than three Months.
- (c) For the avoidance of doubt, the Parties agree that if a Dispute has been determined by an Independent Expert it may not be referred to arbitration in accordance with clauses 33.9 and 33.10.

33.7 Costs

The costs in relation to a determination by the Independent Expert shall be dealt with as follows:

- (a) unless the Parties otherwise agree, the Parties will share the cost of the Independent Expert equally; and
- (b) the Parties will each bear their own costs in relation to the submission of the Dispute to, and its determination by, the Independent Expert.

33.8 Qualifications of Independent Expert

An Independent Expert appointed under clause 33.3:

- (a) must have no interest or duty which conflicts, or which may conflict, with his or her function as the Independent Expert;
- (b) will not (otherwise than by agreement between the Parties) be a current employee or officer of a Party or a Related Body Corporate of a Party, or have been an employee, officer or contractor of, or consultant to, a Party during the four years immediately preceding the referral of the relevant Dispute to an Independent Expert; and

- (c) must disclose fully to the Parties, before being appointed as the Independent Expert, any interest or duty which may conflict with his or her appointment.

33.9 Determination of Dispute by arbitration

If:

- (a) a Dispute is not required to be determined by an Independent Expert under clause 33.1(a)(iv); and
- (b) the Dispute resolution procedure in clauses 33.1(a)(i) and 33.1(a)(ii) has been followed,

then either party may refer the Dispute for determination by arbitration in accordance with clause 33.10.

33.10 Arbitration process

Subject to clause 33.9, either Party may submit any Dispute to arbitration by Notice to the other Party (**notice for arbitration**), including the name of the proposed arbitrator, in which case the following procedure shall apply:

- (a) if the Party receiving a notice for arbitration does not wish to accept the appointee as sole arbitrator, it shall within 14 Days of receipt of the notice for arbitration notify the other Party of the name of its appointee as a second arbitrator;
- (b) if the Party receiving a notice for arbitration does not give Notice of its appointee within the time referred to in paragraph (a), the arbitrator nominated in the notice of arbitration will be the sole arbitrator for the arbitration;
- (c) if two arbitrators are appointed, the arbitrators shall promptly following appointment jointly appoint a third person who shall act as umpire in the event that the arbitrators are unable to agree in their award. If the arbitrators fail to appoint an umpire within 15 Days of the date of the appointment of the second arbitrator, then upon the request of either Party, the umpire shall be appointed by the President for the time being of the Law Society of South Australia or in the event of that person's absence by any senior office bearer of the Law Society of South Australia;
- (d) once appointed, an arbitrator shall in no way represent any Party. Neither in deciding the identity and appointment of an umpire nor in any other way shall an arbitrator accept instructions or any expression of wishes from any Party, except where the arbitrators and the umpire jointly determine to seek instructions or expressions of wishes, or where the Parties join in instructions or an expression of wishes;
- (e) unless otherwise agreed between the Parties, the arbitration shall take place in Adelaide pursuant to the provisions of the *Commercial Arbitration*

Act 2011 (SA) and the laws governing the determination of the Dispute shall be the laws of South Australia;

- (f) the arbitration rules of the Australian Centre for International Commercial Arbitration (**Rules**), as in force from time to time, shall apply to the arbitration. In the case of any inconsistency between this Agreement and the Rules, this Agreement will prevail;
- (g) if an arbitrator requires any Party to make discovery of documents in respect of the arbitration, the Parties agree to limit the scope of discovery such that a Party is only required to give discovery of documents:
 - (i) that are directly relevant to the issues raised in the arbitration;
 - (ii) of which, after a reasonable search, the Party is aware; and
 - (iii) that are, or have been, in the Party's control;
- (h) the arbitrator or arbitrators will provide a determination in writing with supporting reasons. If there are two arbitrators and they fail to agree on a joint determination, they shall issue a statement to that effect and their separate determinations and reasons, which will be referred to the umpire for the umpire's consideration and determination (which will not involve a new consideration of the facts and circumstances of the Dispute) and the umpire shall make a determination in writing with supporting reasons which shall be deemed to be the final award in the arbitration; and
- (i) the Parties agree that the arbitration (including all materials created or received in connection with the arbitration) is to be kept confidential, save as for provided in the *Commercial Arbitration Act 2011 (SA)*.

33.11 Urgent Relief

Nothing in this clause 33 prejudices the right of a Party to seek urgent injunctive or declaratory relief in relation to any Dispute.

33.12 Agreement not affected

The Parties agree that they will continue to fulfil their obligations under this Agreement while a Dispute is being determined in accordance with this clause 33.

34. ASSIGNMENT

34.1 Assignment by Service Provider

- (a) Service Provider may, without the consent of User, assign the whole or any part of its rights under this Agreement to any transferee of an interest in the Pipeline System. The assignment will not be effective until the assignee executes a deed of covenant in favour of User agreeing to be bound by this Agreement.

- (b) Where Service Provider has made an assignment under clause 34.1(a), Service Provider will be released from its obligations under this Agreement (other than accrued obligations) to the extent of the assignment as from the date of assignment.
- (c) Service Provider may, with the consent of User (which consent will not be unreasonably withheld), assign the whole or any part of its rights under this Agreement to any person other than a transferee of an interest in the Pipeline System.

34.2 Assignment by User

- (a) Subject to clauses 34.2(c) and 34.3(a), User may assign all of its rights under this Agreement, or an undivided interest in all of its rights under this Agreement, in each case with the prior written consent of Service Provider (which consent will not be unreasonably withheld).
- (b) Without limiting the generality of clause 34.2(a), Service Provider will be entitled to withhold its consent if:
 - (i) User is in default of this Agreement (and the default has not been waived by Service Provider); or
 - (ii) Service Provider is not reasonably satisfied as to the ability of the assignee to meet all of the obligations of User under this Agreement.
- (c) An assignment by User will be conditional upon, and will not be binding until:
 - (i) the execution by the assignee of a deed of covenant in favour of Service Provider agreeing to be bound by this Agreement which deed must be in a form reasonably acceptable to Service Provider; and
 - (ii) the reimbursement by the assignee of Service Provider's costs (including its legal costs) reasonably incurred in assessing whether the assignee will be able to meet all of the obligations of User under this Agreement and in connection with its review and negotiation of the deed of covenant referred to in clause 34.2(c)(i).
- (d) Where User has made an assignment under clause 34.2(a), User will be released from its obligations under this Agreement (other than accrued obligations) to the extent of the assignment and as from the date of assignment.

34.3 Agreement as Security

- (a) User may charge or mortgage its interest under this Agreement provided that the chargee or mortgagee acknowledges in writing, in a form satisfactory to Service Provider, that upon the enforcement or realisation of the charge or mortgage the chargee or mortgagee will be bound by the terms of this Agreement as if it were a party to it.

- (b) User agrees that it will not claim, take or enforce any form of PPSA Security Interest in respect of this Agreement or otherwise against Service Provider, and that it will not register any financing statement under the PPS Law in respect of any PPSA Security Interest in respect of this Agreement or otherwise against Security Provider.
- (c) For the purposes of clauses 34.3(b) and 37, **PPSA Security Interest** means any:
 - (i) 'security interest' (as defined in the PPS Law);
 - (ii) security for payment of money, performance of obligations or protection against default (including a mortgage, bill of sale, charge, lien, pledge, trust, power or title retention arrangement, right of set-off, assignment of income, garnishee order or monetary claim and flawed deposit arrangements) (each a '**Security Interest**'); and
 - (iii) thing or preferential interest or arrangement of any kind giving a person priority or preference over claims of other persons or creditors with respect to any property or asset.
- (d) Service Provider may at any time, and without the consent of User, charge, pledge, mortgage, assign or otherwise deal with its rights under this Agreement for any reason Service Provider sees fit.
- (e) User acknowledges and consents to the grant of a Security Interest by Service Provider over its interest in, and rights under, this Agreement and all of its other assets in favour of CBA Corporate Services (NSW) Pty Ltd as security trustee under a security trust (the "**Security Documents**") on behalf of the financiers who have provided or will provide financial accommodation to the parent company of the Service Provider (QS MAPS Holdings No. 4 Pty Ltd).
- (f) User acknowledges and agrees that the enforcement of any Security Interest under the Security Documents will not constitute an Insolvency Event or entitle User to terminate, rescind or accept repudiation of, or suspend performance of any of its obligations under, this Agreement.
- (g) Nothing in this Agreement prevents or restricts Service Provider's rights to charge or mortgage its interest in this Agreement.

34.4 Delegation of Functions by Service Provider

Service Provider may delegate to one or more third parties that are, in Service Provider's opinion, technically competent and reputable, the performance of any or all of its obligations under this Agreement but will remain responsible for the performance of those obligations.

35. CONFIDENTIALITY

35.1 Confidential Information

Each Party acknowledges and agrees that:

- (a) all data and information that is received by Service Provider from User pursuant to this Agreement, or of which Service Provider otherwise becomes aware in the course of performing this Agreement, that is specific to User's activities as a customer of Service Provider and is reasonably likely to be commercially sensitive (including User's nominations at Receipt Points and Delivery Points);
- (b) all data and information that is received by User from Service Provider pursuant to this Agreement, or of which User otherwise becomes aware in the course of performing this Agreement, and
- (c) the terms of this Agreement,

(together, "**Confidential Information**") is confidential. Subject to clauses 35.2 and 35.3, a Party receiving Confidential Information ("**Information Recipient**") must not disclose it to any other person for any purpose except:

- (d) with the prior written consent of the other Party ("**Disclosing Party**"); or
- (e) in the following circumstances and upon the following conditions:
 - (i) to the extent required by applicable law or any Government Agency, including any recognised stock exchange (except that this paragraph does not require a Party to disclose any information of the kind referred to in section 275(1) of the PPS Law);
 - (ii) to the extent that the information is at that time generally available to the public, otherwise than as a result of a breach of this Agreement;
 - (iii) to any Affiliate (including its employees, directors, consultants, contractors, lawyers, accountants and auditors), provided such disclosure is for the purposes of this Agreement;
 - (iv) to a bank or other financial institution (including its directors, employees, consultants, accountants and lawyers) in connection with the organisation of the financial affairs of the Information Recipient or its Affiliate;
 - (v) to a bona fide proposed assignee, transferee or purchaser of some or all of the share capital of the Information Recipient or in the case of Service Provider, its Related Bodies Corporate (including its proposed financier and its respective directors, employees, consultants, accountants and lawyers);

- (vi) to the employees, directors, consultants, contractors, lawyers, accountants and auditors of the Information Recipient for the purposes of this Agreement and the transactions contemplated by this Agreement;
- (vii) to the extent required by an order of a court of competent jurisdiction or otherwise for the purposes of any litigation or arbitration (including, at Service Provider's discretion, for the purposes of any arbitration under the Pipelines Access-Arbitration Regime), or as required for a determination by the Independent Expert under clause 33; or
- (viii) to the extent required to be provided to the STTM Operator or any other person pursuant to the STTM Rules, the STTM Procedures or for the purposes of any testing, trialling or registration requirements in respect of the STTM or preparation for the STTM.

35.2 Obligations

The Information Recipient must, prior to making any disclosure permitted by clause 35.1(e)(iii), 35.1(e)(iv), 35.1(e)(v) or 35.1(e)(vi), require any person to whom it intends to make the disclosure to enter into a written undertaking in favour of, and in a form acceptable to, the Disclosing Party and the Information Recipient, to keep the Confidential Information to be disclosed confidential on terms identical to those in clause 35.1.

35.3 Acknowledgements

Despite clause 35.1, User acknowledges and agrees that Service Provider may disclose measurement data (where pertinent) to the operator of any pipeline that directly connects with the Pipeline System.

36. ACCESS TO INFORMATION

36.1 No Access

Subject to clause 36.2, User will have no right to be provided with any information that relates in any way to:

- (a) any employee, agent, contractor or consultant of Service Provider; or
- (b) any supplier of goods or services to Service Provider.

36.2 Exceptions

Service Provider will provide to User:

- (a) the name and contact details of any person appointed by Service Provider pursuant to clause 18.4(a)(ii); and

- (b) the name and contact details of, and such other information as Service Provider considers relevant in relation to, any person to whom obligations are delegated under clause 33.1(a)(i).

37. PPS LAW FURTHER ASSURANCES

- (a) If at any time a PPS Law applies to this Agreement or any transaction contemplated by this Agreement, or Service Provider determines that to be the case, User agrees to do anything (including obtaining consents, completing, signing and producing documents, and supplying information) which Service Provider considers necessary for the purposes of:
 - (i) ensuring that any relevant PPSA Security Interest is enforceable, perfected and otherwise effective;
 - (ii) enabling Service Provider to apply for any registration, or give any notification, in connection with the PPSA Security Interest so that it has the priority required by Service Provider; and
 - (iii) enabling Service Provider to exercise powers, rights or remedies in connection with the PPSA Security Interest.
- (b) User waives its rights to receive any notice under the PPS Law (including a notice of a verification statement) unless the notice is required by the PPS Law and cannot be excluded.

38. MISCELLANEOUS

38.1 Exclusion of implied conditions and warranties

The Parties acknowledge and agree that in the performance of this Agreement all implied conditions and warranties are excluded, except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this Agreement to be void.

38.2 No limit in breach of statute

Nothing in this Agreement excludes or limits the application of any provision of any statute (including the *Competition and Consumer Act 2010 (Cth)*) where to do so would:

- (a) contravene that statute; or
- (b) cause any part of this Agreement to be void.

38.3 Governing law

This Agreement is governed by the law of South Australia, and each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of South Australia and agrees to be bound by any decisions of those courts and any courts having jurisdiction to hear appeals from those courts.

38.4 Survival

- (a) Clauses 1, 4, 18, 19, 27, 29, 30.4, 31, 32.6, 35, 38.1, 38.2, 38.3, 38.5, 38.6, 38.8, 38.9, 38.10 and 38.11, this clause 38.4 and any other clause by its nature intended to survive termination of this Agreement survives termination of this Agreement.
- (b) Any indemnity or any obligation of confidence under this Agreement is independent and survives termination of this Agreement.

38.5 Relationship

This Agreement does not create a relationship of employment, trust, agency or partnership between the Parties.

38.6 Approvals and consents

Except where this Agreement expressly states otherwise, a Party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this Agreement.

38.7 Entire agreement

This Agreement constitutes the entire agreement between User and Service Provider, and supersedes all prior agreements, representations, understandings, communications and negotiations. Trade usage or custom shall not override any term of this Agreement.

38.8 Amendment

Except as otherwise provided for in this Agreement, no amendment of, or variation to, this Agreement will be binding unless it is in writing and signed by each of the parties.

38.9 Waivers

A Party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

38.10 Severance

A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the term of this Agreement will continue in full force and effect.

38.11 Costs and stamp duty

- (a) Each Party must pay its own costs of or in connection with the negotiation, preparation, execution and delivery of this Agreement.
- (b) Any stamp duty, duties or other taxes of a similar nature (including fines, penalties and interest) in connection with this Agreement or a transaction contemplated by this Agreement, must be paid by User.

38.12 Further assurances

Each Party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Agreement and the transactions contemplated by it.

38.13 No merger

The rights and obligations of the Parties under this Agreement do not merge on completion of any transaction contemplated by this Agreement.

38.14 Counterparts

This Agreement may be executed in any number of counterparts. All executed counterparts constitute one document.

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Schedule 1 – Delivery Point Pressures

| Delivery Point | Minimum Pressure kPa | Maximum Pressure kPa |
|---|-------------------------|-------------------------|
| Mainline Rural Zone | | |
| Beverly MS | 2,000 | 4,000 |
| Peterborough | 250 | 450 |
| Hallett Lateral Offtake | 4,000 | 7,300 |
| Burra | 70 | 300 |
| Mintaro | 1,700 | 2,100 |
| Wasleys Farms | 250 | 420 |
| Mainline Metro Zone | | |
| Dry Creek | 1,350 | 2,000 |
| Adelaide Metro (Elizabeth, Taperoo, Gepps Cross) | 1,650 | 1,925 |
| Torrens Island | 1,700 | 2,100 |
| Iron Triangle Zone | | |
| Pt Pirie | 600 | 900 |
| Port Bonython | 1,100 | 1,350 |
| Whyalla Township | 125 | 220 |
| Whyalla BHP | 650 | 850 |
| Whyalla BHP Cogen | 1,850 | 2,350 |
| Pacific Salt | 250 | 600 |
| Angaston Zone | | |
| Freeling | 250 | 420 |
| Nuriootpa | 950 | 1,200 |
| Sheoak Log | 250 | 420 |
| Angaston Township | 250 | 450 |
| Angaston ABC | 600 | 950 |
| Tanunda | 950 | 1,200 |
| Angaston Riverland | 2,500 | 10,000 |
| Concordia Lateral Offtake | 2,800 | 3,300 |
| Amtcor MS | 200 | 350 |
| Loopline Zone | | |
| Virginia MS | 250 | 420 |
| Symes Rd MS (Hi Tech Hydroponics) | 70 | 385 |
| Frost Rd | 400 | 550 |

| | | |
|-------------------------------|-------|-------|
| Osborne Power Station | 1,700 | 3,160 |
| Pelican Point Lateral Offtake | 1,700 | 3,900 |
| Quarantine Power Station | 1,750 | 3,000 |

Schedule 2 – Measuring Equipment

1. MEASURING EQUIPMENT

'**Measuring Equipment**' is equipment for measuring the quantity, quality and condition of Gas at Receipt Points and Delivery Points. The equipment must include remotely controlled flow devices, must be capable of making data concerning quality, quantity and condition of Gas available for instantaneous transmission to Service Provider's control centre, must comply with the specifications and other technical requirements published from time to time by Service Provider and include SCADA and communications equipment and protocols compatible with Service Provider's equipment.

2. CERTIFICATION

- (a) Where the Measuring Equipment is owned and operated by Service Provider, Service Provider will furnish certification of the accuracy and the initial calibration for the metering equipment to User at or before the commencement of deliveries of Gas under the Agreement.
- (b) Where the Measuring Equipment is owned and operated by User or a third party, User will furnish certification of the accuracy and the initial calibration for the metering equipment to Service Provider at or before the commencement of deliveries of Gas under the Agreement.

3. METER DESIGN

- (a) Service Provider will:
 - (i) determine the nature, design and specifications of;
 - (ii) determine the configuration of and communication protocols for;
 - (iii) review all plans for; and
 - (iv) inspect the installation of,
- (b) All Measuring Equipment to be installed at a Delivery Point or a Receipt Point.
- (c) No Receipt Point or Delivery Point will be connected to the Pipeline System unless it complies in all respects with Service Provider's specifications.

4. FLOW DEVICES

- (a) Orifice metering systems will be constructed and installed in accordance with the provisions of American Gas Association ('**AGA**') Report No. 3, such that an uncertainty of $\pm 1.0\%$ of the flow energy rate is achieved.
- (b) Turbine metering systems will be constructed and installed in accordance with the provisions of AGA Report No. 7, such that an uncertainty of $\pm 1.0\%$ of the flow energy rate is achieved.
- (c) Positive Displacement (PD) metering systems will be constructed and installed in accordance with the provisions of ANSI B109-3 (1986), such that an uncertainty of $\pm 1.0\%$ of the flow energy rate is achieved.
- (d) Ultrasonic metering systems will be constructed and installed in accordance with the provisions of AGA Report No. 9 such that an uncertainty of $\pm 0.7\%$ of the flow energy rate is achieved.
- (e) Coriolis metering systems will be constructed and installed in accordance with the provisions of AGA Report No. 11 such that an uncertainty of $\pm 0.7\%$ of the flow energy rate is achieved.
- (f) Other metering systems will be constructed and installed in accordance with established industry standards as adopted by Service Provider.

5. DIFFERENTIAL PRESSURE FOR ORIFICE METERING

Differential pressure will be measured using microprocessor based 'smart' type transmitters, with 4-20 mA analogue output signals temperature compensated to minimise the effect of inaccuracies due to ambient temperature changes. The uncertainty of differential pressure transmitters will be $\pm 0.1\%$ or better of the calibrated range. Calibrated ranges will be selected to minimise the uncertainty of readings. Service Provider will have the right, but not the obligation, to install high and low pressure differential pressure transmitters based on turn down requirements of metering. If fitted, Service Provider will ensure that they will be switched automatically by the flow computer to select the optimum operating range.

6. PRESSURE

Pressure will be measured using microprocessor based 'smart' type transmitters, with 4-20 mA analogue output signals temperature compensated to minimise the effect of inaccuracies due to ambient temperature changes. Uncertainty of transmitters will be $\pm 0.1\%$ of the calibrated range. Calibrated ranges will be selected to minimise the uncertainty of readings.

7. TEMPERATURE

The temperature transmitter uncertainty will be $\pm 0.2^{\circ}\text{C}$ of the calibrated range. Calibrated ranges will be selected to minimise the uncertainty of readings.

8. FLOW COMPUTER

- (a) For each meter station, a self contained proprietary type flow computer will be installed. Instantaneous values for at least the following inputs and outputs will be recorded and available for display from the flow computer or from SCADA trend data:

| Inputs | Outputs |
|--|---|
| Differential pressure, high (orifice meter) | Differential pressure (orifice meter) |
| Differential pressure, low (orifice meter) | Pressure |
| Pressure | Temperature |
| Temperature | Density |
| Relative density | Instantaneous volumetric flow (corrected and uncorrected) |
| Gas quality | Cumulative volumetric flow |
| Carbon dioxide | Instantaneous energy flow |
| Nitrogen | Cumulative energy flow |
| Dry Gross Heating Value (volumetric and/or mass) | Instantaneous mass flow (turbine, ultrasonic and Coriolis meters) |
| Frequency (turbine, PD and ultrasonic meters) | Cumulative mass flow (turbine, ultrasonic and Coriolis meters) |
| | Control valve position |

- (b) The flow computer will be manually configured with input data for calculation factors, constants and Standard Conditions as well as fall back values for out of limit input signals and alarm outputs. Configuration data will be available on a local display. The flow computer input and output circuits and central processing unit will not increase the uncertainty of any measurement or calculation by more than $\pm 0.1\%$ of the range of that measurement or calculation.
- (c) At least 35 Days of hourly information will be backed up and stored on the flow computer.
- (d) Communication connections and protocol must be acceptable to Service Provider and must be compatible with, and connected to, Service Provider's SCADA system.

9. ENERGY AND RELATIVE DENSITY

- (a) The energy content of the Gas will be monitored at all Receipt Points and various Delivery Points on the Pipeline System by an on-line gas

chromatograph designed to take a continuous sample of Gas from the Pipeline System.

- (b) A sample probe will be used to extract the sample from the Pipeline System and the dead volume between the line and the analyser will be minimised. Sample condensation will be avoided. The samples will be analysed in accordance with ASTM D1945 'Standard Method for Analysis of Natural Gas by Gas Chromatography', and the calculations for Gross Heating Value and relative density will be determined in accordance with ISO 6976 'Natural Gas - Calculation of Calorific Value, Density and Relative Density' and AGA Report No 8 'Compressibility and Supercompressibility for Natural Gas and Other Hydrocarbon Gases'.
- (c) The gas chromatograph will provide instantaneous outputs of dry Gross Heating Value in MJ/m³, relative density, and compositions of carbon dioxide and nitrogen.
- (d) The gas chromatograph will be factory tested and calibrated using a certified natural gas gravimetric standard and will perform with an uncertainty of ± 0.08 MJ/m³ for Gross Heating Value and ± 0.003 for Relative Density. The gas chromatograph will include the facility for recalibrating itself automatically against a certified calibration gas at least once per Day.

10. PULSATION OR HARMONICS DAMPING

User must ensure that pulsation or harmonics in the Gas stream delivered at the Receipt Point or Delivery Point does not interfere with the operation or accuracy of the metering equipment.

Schedule 3 – Measurement at Receipt and Delivery Points

1. VOLUMETRIC MEASUREMENT

- (a) Volumetric measurement in cubic meters per hour (m³/hr) will be calculated by a flow computer from flow meter signals, associated instruments and density and composition signals from an on-line gas chromatograph. The volumetric flow rate will be continuously recorded and integrated for the totalisation register.
- (b) All measurements, calculations and procedures used in determining volume, except for the correction for the deviation from the Ideal Gas Law, will be made in accordance with the instructions contained in:
 - (i) American Gas Association ('AGA') Report No 3 for the Orifice Plate Metering Systems;
 - (ii) AGA Report No 7 as applied for Turbine Metering;
 - (iii) AGA Report No 7 as applied for Positive Displacement Metering;
 - (iv) AGA Report No 9 for Ultrasonic Metering; and
 - (v) relevant industry standards and such other standards as may be specified by Service Provider for any other metering system,

Together with all presently existing supplements and appendices to those reports or any revisions of them acceptable to the parties.
- (c) Those instructions will be converted where necessary for compliance with Australian Standard AS1000 'The International System of Units (SI) and its Application', the Commonwealth *National Measurement Act 1960* and regulations under that Act and the Australian Gas Association publication 'Metric Units and Conversion Factors for use in the Australian Gas Industry' or any revision of those publications acceptable to the parties.
- (d) The compressibility correction for deviation from the Ideal Gas Law will be determined from the data contained in AGA Report No 8, or any revision of that report acceptable to the parties. The compositional data used in these calculations will be primarily derived from the on-line gas chromatograph.

2. ENERGY MANAGEMENT

The energy flow rate will be calculated by the flow computer in Gigajoules per hour (GJ/hr) from the product of volumetric Gross Heating Value and the volumetric flow at Standard Conditions. The heating value will be continuously derived from the same on-line gas chromatograph used for determining the relative density and composition used in the volumetric flow calculation. The energy flow rate will be continuously recorded and integrated for the totalisation register.

3. MASS MANAGEMENT

- (a) For Coriolis metering, the mass flow rate will be measured by an integral mass flow transmitter in kilograms per hour (kg/hr). The mass flow rate will be continuously recorded and integrated for the totalisation register.
- (b) The volumetric flow rate cubic meters per hour (m³/hr) will be continuously derived in the flow computer using the same on-line gas chromatograph used for determining the relative density used in accordance with AGA Report No 11 for Coriolis Metering.

4. OTHER MEASUREMENT

The temperature and pressure will be measured and recorded, so that the readings are representative of the conditions prevailing at the upstream face of each orifice plate, at each turbine meter, at each positive displacement meter and at each ultrasonic meter.

5. PRESSURE

Pressure meters and transmitters are to measure gauge pressure. Calculations using gauge pressures are to incorporate local barometric pressure effects.

6. CALIBRATION INSPECTION AND TESTING

(a) Scheduled Tests

Service Provider will carry out at quarterly intervals (or such longer period as may be agreed by the Parties) Validation Tests of the metering equipment in accordance with the procedures set out in this clause 6. Service Provider will give at least 14 Days notice of the time and date of such tests and will supply a list of items to be tested to User. If User fails to witness such tests after the required notification is given, the test results will nevertheless be deemed to be acceptable. Upon request, the representatives of User at such tests will be supplied with copies of the field data and calculations following such tests, and User will be supplied with a full set of test results.

(b) Unscheduled Tests

If metering equipment is out of service or needs repair, User will be invited to attend the investigation, repair and retest provided no delays are incurred which could jeopardize the integrity of the metering equipment, or in Service Provider's judgment, would adversely affect Service Provider's ability to meet any of its obligations.

(c) Test Results

The results of such tests will be deemed to be correct if corroborated by the next scheduled quarterly test. If such test results are not corroborated by the routine quarterly test, those test results will be ignored and the correction procedures set out below will be implemented.

(d) **Correction Procedure**

If at any time, any of the metering equipment is found to be unserviceable or registering inaccurately, it will be adjusted immediately to its specification. The previous reading of such metering equipment will be corrected for any period of inaccuracy which is definitely known or agreed upon, provided that the period for such correction will not extend beyond the date of the last previous Validation Test. Measurement during the correction period will be determined by Service Provider on the basis of the best data available, using the first of the following methods which, when considered in the following order, is feasible:

- (i) recordings by any other measuring equipment acceptable to Service Provider and User; or
- (ii) trend data recorded by Service Provider or User, where this data can be proven to represent an accurate estimate of the actual measurement; or
- (iii) by making the appropriate correction if the deviation from the accurate reading is ascertainable by calibration test or mathematical calculation; or
- (iv) by estimation acceptable to Service Provider and User based upon receipts or deliveries under similar conditions during a period when the metering equipment was registering accurately.

7. CALIBRATION EQUIPMENT AND PROCEDURES

Calibration equipment will have measurement accuracy at least four times better than the metering equipment which it will be used to calibrate. Calibration equipment will be provided with NATA endorsed certification of its accuracy, traceable to national standards. The appropriate certificates will be available for inspection during business hours at the offices of Service Provider. Calibration procedures and frequencies or changes thereto will be approved by User, which approval must not be unreasonably withheld.

8. ADDITIONAL TESTS

User will have the right at any time in its discretion to require Service Provider to carry out tests in addition to the scheduled and unscheduled tests referred to in clauses 5(a) and 5(b). User will reimburse Service Provider for the cost of the additional tests unless it is shown from the results of those tests that the equipment being tested is not operating within the permissible limits of tolerance.

9. INSPECTION OF EQUIPMENT RECORDS

User will be permitted to:

- (a) have access to the relevant measuring and testing equipment at all reasonable times for inspection purposes;

- (b) be present during testing of the quality and quantity of Gas; and
- (c) be present when measuring or testing equipment is cleaned, installed, repaired, inspected, calibrated or adjusted.

Service Provider will give reasonable notice to User prior to undertaking these activities, and will make any changes to the activities reasonably required by User for the purposes of this Schedule. To the extent such changes would result in significant and unreasonable additional cost, Service Provider and User will negotiate in good faith to determine how such changes are to be handled.

Schedule 4 – General Charge Schedule

All amounts are quoted as at 1 January 2017, exclude GST and are subject to annual escalation in accordance with clause 18.2 commencing in 2018.

| Charge | Amount | Payable |
|-------------------------------------|---|--|
| Excess Imbalance Charge | Calculated in accordance with clause 17.3. | Monthly in arrears |
| Tier 1 Excess Imbalance Charge Rate | 130% of the Firm Service Charge Rate | N/A |
| Tier 2 Excess Imbalance Charge Rate | 300% of the Firm Service Charge Rate | N/A |
| Unauthorised Overrun Charge | Unauthorised Overrun Gas x Unauthorised Overrun Charge Rate | Monthly in arrears for each GJ of Unauthorised Overrun Gas delivered in that Month |
| Unauthorised Overrun Charge Rate | 300% of the Firm Service Charge Rate | N/A |
| Peaking Charge | Quantity of Peaking Gas Delivered (in GJ) x Peaking Charge Rate | Monthly in arrears |
| Peaking Charge Rate | 300% of the Firm Service Charge Rate | N/A |
| Non-Specification Gas Charge | Non-Specification Gas Quantity x Default Charge Rate | Monthly in arrears |
| Lateral Charge | The lateral Rate per GJ of Gas transported through a Lateral above the Contracted Delivery Point MDQ for that relevant Delivery Point. The charge is applicable to transportation through the following laterals: Whyalla Lateral and Angaston Lateral | Monthly in arrears |
| Lateral Charge Rate | \$0.40 per GJ | N/A |
| Firm Bi-Directional Charge | Firm Bi-Directional MDQ x Firm Bi-Directional Charge Rate | Monthly in arrears |

| Charge | Amount | Payable |
|-------------------------------------|---|--------------------|
| Firm Bi-Directional Charge Rate | \$0.39 per GJ | N/A |
| Non-Firm Bi-Directional Charge | Non-Firm Bi-Directional Receipts x Non-Firm Bi-Directional Charge Rate | Monthly in arrears |
| Non-Firm Bi-Directional Charge Rate | \$0.43 per GJ per GJ (receipted at PP Receipt Point) \$0.22 per GJ per GJ (receipted at Adelaide Metro Delivery Point) | N/A |
| Default Charge Rate | \$11.00 per GJ | N/A |
| Variation Charge | \$130% of the Firm Service Charge | Monthly in arrears |

Schedule 5 – Commercial Terms

1. Service:

Firm Service

2. Service Commencement Date:

[#insert date]

3. Service Termination Date:

5 Years from the Service Commencement Date

4. Tariffs

All amounts are quoted as at 1 January 2017, exclude GST and are subject to annual escalation in accordance with clause 18.2 commencing in **2018**.

| Charge/Charge Rate | Amount | Payable |
|--|---|--------------------|
| Firm Service Charge | Firm Service MDQ (in GJ/Day) x number of Days in relevant month x Firm Service Charge Rate | Monthly in arrears |
| Firm Service Charge Rate | \$0.77 per GJ | N/A |
| Whyalla Delivery Point Capacity Surcharge | Contracted Delivery Point MDQ for Whyalla Delivery Points (in GJ/Day) x number of Days in relevant month x Whyalla Delivery Point Capacity Surcharge Rate | Monthly in arrears |
| Whyalla Delivery Point Capacity Surcharge Rate | \$0.3100 per GJ | N/A |
| Angaston Delivery Point Capacity Surcharge | Contracted Delivery Point MDQ for Angaston Delivery Points (in GJ/Day) x number of Days in relevant month x Angaston Delivery Point Capacity Surcharge Rate | Monthly in arrears |
| Angaston Delivery Point Capacity Surcharge Rate | \$0.3100 per GJ | N/A |

5. Receipt Points

| | Contracted Receipt Point MDQ (TJ/day) | Maximum Receipt Point Capacity (TJ/day) |
|-------------------------------------|---------------------------------------|---|
| Southern Haul Receipt Points | | |
| Moomba Gas Plant Receipt Point | [x] | N/A |
| QSN Receipt Point | [x] | N/A |
| MAP In Pipe Trade Point | [x] | N/A |
| Northern Haul Receipt Points | | |
| Adelaide Metro Receipt Point | [x] | N/A |
| PPIMS | [x] | N/A |

6. Delivery Points

| The sum of all Contracted Delivery Point MDQs must equal User's Firm Southern Haul Service MDQ. | Contracted Delivery Point MDQ (TJ/day) | Maximum Delivery Point Capacity (TJ/day) |
|---|--|--|
| Mainline Rural Zone Delivery Points | | |
| Beverly MS | 0.00 | 1.00 |
| Hallett | 0.00 | 96.00 |
| Peterborough | 0.00 | 1.01 |
| Burra | 0.00 | 1.64 |
| Mintaro | 0.00 | 32.30 |
| Wasleys Farm | 0.00 | 0.24 |
| Mainline Rural Zone Total | 0.00 | |
| Mainline Metro Zone Delivery Points | | |
| Dry Creek | 0.00 | 77.00 |
| Adelaide Metro | 0.00 | 274.60 |
| Elizabeth (indicative only) | | |
| Taperoo (indicative only) | | |
| Gepps Cross (indicative only) | | |
| Torrens Island | 0.00 | 303.00 |
| Mainline Metro Zone Total | 0.00 | |
| Iron Triangle Zone | | |
| Pt Pirie | 0.00 | 6.57 |
| Pt Bonython | 0.00 | 10.10 |
| Whyalla Township | 0.00 | 1.29 |

| The sum of all Contracted Delivery Point MDQs must equal User's Firm Southern Haul Service MDQ. | Contracted Delivery Point MDQ (TJ/day) | Maximum Delivery Point Capacity (TJ/day) |
|--|---|---|
| Whyalla BHP | 0.00 | 29.00 |
| Whyalla BHP Cogen | 0.00 | 4.85 |
| Pacific Salt | 0.00 | 3.74 |
| Iron Triangle Zone Total | 0.00 | |
| Angaston Zone | | |
| Freeling | 0.00 | 0.92 |
| Nuriootpa | 0.00 | 5.45 |
| Tanunda | 0.00 | 2.40 |
| Sheoak Log | 0.00 | 0.10 |
| Angaston Township | 0.00 | 0.92 |
| Angaston ABC | 0.00 | 13.30 |
| Angaston Riverland | 0.00 | 12.00 |
| Amtcor | 0.00 | 9.50 |
| Angaston Zone Total | 0.00 | |
| Loopline Zone | | |
| Virginia MS | 0.00 | 0.92 |
| Symes Rd MS (Hi Tech Hydroponics) | 0.00 | 0.23 |
| Frost Rd | 0.00 | 4.80 |
| Osborne Power Station | 0.00 | 53.30 |
| Quarantine Power Station | 0.00 | 28.00 |
| Pelican Point Lateral Offtake | 0.00 | 140.00 |
| Loopline Zone Total | 0.00 | |

7. Quantities

Firm Service MDQ:

10 TJ / Day

Firm Bi-Directional MDQ

[Insert MDQ's and other quantity details as relevant]

Interruptible Bi-Directional MDQ

[Insert MDQ's and other quantity details as relevant]

8. Special Conditions:

Schedule 6 – Commercial Terms

1. **Service:**

Interruptible Service

2. **Service Commencement Date:**

[# insert date]

3. **Service Termination Date:**

[5] Years from the Service Commencement Date

4. **Tariffs**

All amounts are quoted as at 1 January 2017, exclude GST and are subject to annual escalation in accordance with clause 18.2 commencing in 2018.

| Charge/Charge Rate | Amount | Payable |
|-----------------------------------|--|--------------------|
| Interruptible Service Charge | Interruptible Service Charge Rate x Interruptible Service Delivered Quantity | Monthly in arrears |
| Interruptible Service Charge Rate | \$1.01 per GJ | N/A |

5. **Receipt Points**

[Drafting Note - select the receipt points required under the Agreement.]

Southern Haul Receipt Points

Moomba Gas Plant Receipt Point

QSN Receipt Point

MAP In Pipe Trade Point

Northern Haul Receipt Points

Adelaide Metro Receipt Point

PPIMS

6. Delivery Points

[Drafting Note - select the delivery points required under the Agreement.]

Mainline Rural Zone Delivery Points

Beverly MS
Hallett
Peterborough
Burra
Mintaro
Wasleys Farm

Mainline Metro Zone Delivery Points

Dry Creek
Adelaide Metro
Elizabeth (indicative only)
Taperoo (indicative only)
Gepps Cross (indicative only)
Torrens Island

Iron Triangle Zone

Pt Pirie
Pt Bonython
Whyalla Township
Whyalla BHP
Whyalla BHP Cogen
Pacific Salt

Angaston Zone

Freeling
Nuriootpa
Tanunda
Sheoak Log
Angaston Township
Angaston ABC
Angaston Riverland
Amcors

Loopline Zone

Virginia MS
Symes Rd MS (Hi Tech Hydroponics)
Frost Rd
Osborne Power Station
Quarantine Power Station
Pelican Point Lateral Offtake

7. Quantities

[5]TJ per day

8. Special Conditions:

[Insert any special conditions or state 'Nil']

Schedule 7 – Commercial Terms

1. Service:

Firm Park Service

2. Service Commencement Date:

[5] Years from the Service Commencement Date

3. Service Termination Date:

[# insert date]

4. Tariffs

All amounts are quoted as at 1 January 2017, exclude GST and are subject to annual escalation in accordance with clause 18.2 commencing in 2018.

| Charge/Charge Rate | Amount | Payable |
|-------------------------------|--|--------------------|
| Firm Park Service Charge | Firm Park Service Charge Rate x Firm Park MDQ | Monthly in arrears |
| Firm Park Service Charge Rate | \$0.39 / GJ | N/A |
| Park Overrun Charge | Default Charge Rate x the number of GJ that the Closing Balance for a Day exceeds the Firm Park Maximum Balance Quantity, on each Day during a month | Monthly in arrears |

5. Quantities

Firm Park MDQ: [3]TJ

Firm Park Maximum Balance Quantity: [3]TJ

6. Special Conditions:

[Insert any special conditions or state 'Nil']